

Table of Contents

Agenda	7
IV-1. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (District IV)	
Agenda Report No. IV-1.	17
Bond Ordinance No. 50-030	19
IV-2. Public Hearing on the Establishment of the Kellogg and Ridge Community Improvement District. (District IV)	
Agenda Report No. IV-2.	24
Ordinance No. 50-031.	26
Kellogg and Ridge CID Development Agreement.	32
IV-3. Petition to Approve A Community Improvement District for Kellogg and West. (District IV)	
Agenda Report No. IV-3.	54
Resolution No. 15-188	56
CID Petition	64
IV-4. 2015 Body Worn Camera Implementation Program Grant Application.	
Agenda Report No. IV-4.	74
Grant Application	75
IV-5. 2015 Body Worn Camera Contract with Taser International.	
Agenda Report No. IV-5.	85
IV-6. Ordinance Repealing Chapter 3.90 Relating to Scrap Processors.	
Agenda Report No. IV-6.	87
Ordinance No. 50-032.	88
IV-7. Amendment of Section 2.04.180 of City of Wichita Code of Ordinances.	
Agenda Report No. IV-7.	89
Ordinance No. 50-033.	90
IV-8. General Obligation Note Sale.	
Agenda Report No. IV-8.	91
Parity Bid Results Series 272.	92
Resolution No. 15-187	93
IV-9. Paving Improvements for Sheridan Avenue, North of Pawnee. (District IV)	
Agenda Report No. IV-9.	131
Budget Sheet, Petition, Map	132
Resolution No. 15-189	137
IV-10. Improvements to 127th Street East between 13th and 21st Streets North. (District II)	
Agenda Report No. IV-10.	140
Budget Sheet	141
Agreement	142
Resolution No. 15-195	146

IV-11. Improvements to the Intersection of 45th Street North and Hillside. (District I)	
Agenda Report No. IV-11	148
Map	149
IV-12. Sanitary Sewer Improvements for 4300 and 4316 South Bartlow Drive, north of 43rd Street, east of Seneca. (District IV)	
Agenda Report No. IV-12	150
Map, Budget Sheets, Petition	151
Resolution No. 15-190	155
V-1. DER2015-00004 – Amendment to Article II, Section II-B.2.f of the Wichita-Sedgwick County Unified Zoning Code to Establish a City of Wichita Board of Zoning Appeals and a Sedgwick County Board of Zoning Appeals and an Amendment to Section 2.12.560 of the Code of the City of Wichita Designating the City Appointees to the Metropolitan Area Planning Commission to Serve as the Members of the City of Wichita Board of Zoning Appeals.	
Agenda Report No. V-1	158
Ordinance No. 50-034.	161
Delineated Ordinance.	163
5-21-15 MAPC Min Excerpt.	165
Ordinance No. 50-038.	171
IX-1. Board Appointments.	
Agenda Report No. IX-1.	172
II-1. Report of Board of Bids and Contracts dated June 29 and July 6, 2015.	
Agenda Report No. II-1 June 29th	174
Agenda Report No. II-1 July 6th.	175
II-3. Preliminary Estimates.	
Agenda Report No. II-3	176
II-4a. Paving and Drainage Improvements for 111th Street, South of Kellogg. (District IV)	
Agenda Report No. II-4a	180
Map and Budget Sheet	181
Resolution No. 15-201	187
II-4b. Revised Sanitary Sewer Extension Petition for Vassar Street. (District III)	
Agenda Report No. II-4b	190
Budget Sheet, Petition, Map	191
Resolution No. 15-202	195
II-4c. Petitions for Improvements to NewMarket Office Second Addition. (District V)	
Agenda Report No. II-4c	198
Budget Sheets	199
Petitions and Map.	203
Resolution No. 15-191	218
Resolution No. 15-192	221
Resolution No. 15-193	224

Resolution No. 15-194	227
II-5. Deeds and Easements.	
Agenda Report No. II-5	230
II-6a. Community Events – Automobilia's 21st Moonlight Car Show and Street Party. (District VI)	
Agenda Report No. II-6a	231
II-6b. Community Events – The Glow Run 5K. (District IV)	
Agenda Report No. II-6b	232
II-6c. Community Events – Southside Scorcher. (Districts III and IV)	
Agenda Report No. II-6c	233
II-6d. Street Closure – SlabFest Music Video Shoot. (District I)	
Agenda Report No. II-6d	234
II-7a. Memorandum of Understanding for Little Arkansas River Watershed Protection Plan.	
Agenda Report No. II-7a	235
2014 LA Atrazine Summary.	237
2015 Contract - MOU	239
II-7b. Agreement with the City of Maize and Sedgwick County for Improvements to 37th Street North, between Maize Road and 119th Street West. (District V)	
Agenda Report No. II-7b	243
Agreement	244
II-8a. Acquisition of a Temporary Construction Easement at 2121 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8a	246
Supporting Documents	247
II-8b. Acquisition of a Temporary Construction Easement at 1334 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8b	249
Supporting Documents	250
II-8c. Acquisition of a Temporary Construction Easement at 1330 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8c	255
Supporting Documents	256
II-8d. Acquisition of Temporary Construction Easements at 1622 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8d	261
Supporting Documents	262
II-8e. Acquisition of a Temporary Construction Easement at 1629 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8e	266
Supporting Documents	267

II-8f. Acquisition of a Temporary Construction Easement at 1639 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8f.	270
Supporting Documents	271
II-8g. Acquisition of a Temporary Construction Easements at 1650 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8g	274
Supporting Documents	275
II-8h. Acquisition of a Temporary Construction Easement at 1722 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-8h	278
Supporting Documents	279
II-10. Repair or Removal of Dangerous and Unsafe Structure. (District IV)	
Agenda Report No. II-10	286
MABCD Consent Supporting Documents Condemnation.	287
Resolution No. 15-196	291
II-11. Agreements Concerning City-owned Property in the 13700 Block of West Onewood. (District IV)	
Agenda Report No. II-11	292
Consent to Annexation	293
Exclusive Right to Sell Listing Agreement	296
II-12. Derby Interlocal Agreement.	
Agenda Report No. II-12	302
Derby Interlocal Agreement 2015.	303
II-13. Grants of Right-of-Way across City-Owned Property Located Between Hillside and Woodlawn and along Woodlawn. (District I)	
Agenda Report No. II-13	314
Grant of Right-of-Way.	315
Grant of Right-of-Way.	318
Exhibit A	325
Right-of-Way Settlement	345
II-14. Mutual Termination Agreement, UP Rail Spur Signalization. (District II)	
Agenda Reoprt No. II-14	346
Mutual Termination Agreement	347
II-15. Notice of Intent to Use Debt Financing - Snow Removal Equipment Acquisition.	
Agenda Report No. II-15	348
Resolution No. 15-197	349
II-16. Purchase Option, VoiceStream Property. (District I)	
Agenda Report No. II-16	351
Special Warranty Deed - VoiceStream Property	352
Termination and Release - VoiceStream Property	354

Resolution No. 15-198	359
II-17. Report on Claims for May 2015.	
Agenda Report No. II-17	362
II-18. Surplus of City-Owned Property on 13th Street North between I-135 and Oliver. (District I)	
Agenda Report No. II-18	363
Supporting Document.	364
Maps	365
II-19. Second Reading Ordinances.	
Agenda Report No. II-19	369
II-20. *SUB2015-00001 -- Plat of QuikTrip 19th Addition Located on the Southeast Corner of 13th Street North and West Street. (District VI)	
Agenda Report No. II-20	370
Supporting Documents	372
Resoluton No. 15-199.	373
II-21. *SUB2015-00014 -- Plat of Wasinger Addition Located on the West Side of Webb Road, South of Harry Street. (District II).	
Agenda Report No. II-21	376
Ordinance No. 50-035.	378
Support Doc -SUB2015 14	379
II-22. *ZON2015-00019 – Zone Change from LI Limited Industrial to GC General Commercial on Property Located at 3939 and 3949 North Comotara (north of East 37th Street North and East of North Rock Road. (District II)	
Agenda Report No. II-22	380
Ordinance No. 50-036.	382
ZON2015-00019 DAB II Memo	384
ZON2015-00019 6-4-15 MAPC Min Excerpt	385
II-23. ZON2015-00020 – City Zone Change from GC General Commercial and B Multi-Family Residential to CBD Central Business District on Property Located on the Northeast Corner of Central and Broadway Avenues. (District VI)	
Agenda Report No. II-23	388
Ordinance No. 50-037.	390
ZON2015-00020 DAB VI Report	391
ZON2015-00020 6-4-15 MAPC MIN EXCERPT.	392
II-24. *VAC2015-00007- Request to Vacate an Ingress-Egress Easement Dedicated by Separate Instrument and an Alley Dedicated by Separate Instrument on Property Located on the Northeast Corner of Harry Street and Broadway Avenue. (District III)	
Agenda Report No. II-24	398
Vacation Order	400
Supporting Documentation.	402

II-25. *VAC2015-00008- Request to Vacate Portions of Platted Complete Access Control, a Platted Setback, a Platted Contingent Street Right-of-Way and a Platted Utility Easement on Property Generally Located West of Waco Avenue on the South Side of Central Avenue. (District VI)

 Agenda Report No. II-25 404

 Vacation Order 407

II-26. *VAC2015-00017- Request to Vacate Portions of Platted Complete Access Control, a Platted Setback and a Platted Utility Easement on Property Located on the Northeast Corner of 21st Street North and 127th Street East. (District II)

 Agenda Report No. II-26 410

 Vacation Order 413

 Supporting Documentation 415

II-27. *WAA Report of Board of Bids and Contracts dated June 29, 2015.

 Agenda Report No. II-27 420

II-28. *WAA Report of Board of Bids and Contracts dated July 6, 2015.

 Agenda Report No. II-28 421

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. July 7, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
 - Invocation
 - Pledge of Allegiance
 - Approve the minutes of the regular meeting on June 23, 2015
-

AWARDS AND PROCLAMATIONS

- Service Award:
Bart Norton
- Awards:
Citizen Fire Academy Graduates.

I. PUBLIC AGENDA

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

1. Jane Gilchrist - Requesting to have the Confederate Flag removed from the Veterans Memorial.
 2. David Cardona - Start a petition prohibiting loud music at church across from his home.
-

II. CONSENT AGENDAS ITEMS 1 THROUGH 28

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

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

*****WORKSHOP TO FOLLOW*****

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (District IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed \$1,278,966.49 and authorize the necessary signatures.

2. Public Hearing on the Establishment of the Kellogg and Ridge Community Improvement District. (District IV)

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

3. Petition to Approve A Community Improvement District for Kellogg and West. (District IV)

RECOMMENDED ACTION: Accept the petition and adopt the resolution setting a public hearing on August 4, 2015 for consideration of the establishment of a Community Improvement District and authorize the necessary signatures.

4. 2015 Body Worn Camera Implementation Program Grant Application.

RECOMMENDED ACTION: Ratify the grant application for the 2015 Body Worn Camera Implementation Program.

5. 2015 Body Worn Camera Contract with Taser International.

RECOMMENDED ACTION: Approve the contract with Taser International based on the provisions of Purchasing Ordinance 38-122(j), authorizing staff to finalize negotiations and to approve any necessary budget adjustments.

6. Ordinance Repealing Chapter 3.90 Relating to Scrap Processors.

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

7. Amendment of Section 2.04.180 of City of Wichita Code of Ordinances.

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

8. General Obligation Note Sale.

RECOMMENDED ACTION: (1) Ratify the award of the bid by the City Manager for the Notes; (2) adopt the Note Resolution; and (3) authorize the necessary signatures.

9. Paving Improvements for Sheridan Avenue, North of Pawnee. (District IV)

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

10. Improvements to 127th Street East between 13th and 21st Streets North. (District II)

RECOMMENDED ACTION: Approve the design concept and the supplemental agreement, adopt the resolution and revised budget and authorize the necessary signatures for full design work and right-of-way and easement acquisition.

11. Improvements to the Intersection of 45th Street North and Hillside. (District I)

RECOMMENDED ACTION: Approve the design concept and authorize the necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

12. Sanitary Sewer Improvements for 4300 and 4316 South Bartlow Drive, north of 43rd Street, east of Seneca. (District IV)

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

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. DER2015-00004 – Amendment to Article II, Section II-B.2.f of the Wichita-Sedgwick County Unified Zoning Code to Establish a City of Wichita Board of Zoning Appeals and a Sedgwick County Board of Zoning Appeals and an Amendment to Section 2.12.560 of the Code of the City of Wichita Designating the City Appointees to the Metropolitan Area Planning Commission to Serve as the Members of the City of Wichita Board of Zoning Appeals.

RECOMMENDED ACTION: 1) Adopt the recommendation of the MAPC and deny the request (simple majority vote required); 2) approve the proposed amendment to the Section 28.04.110 (Unified Zoning Code) (requires two-thirds vote) and approve the amendment to Chapter 2.12.560 of the City Code (requires simple majority vote) based upon the findings recommended above and place the ordinances on first reading; or 3) return the request to the MAPC for reconsideration (requires simple majority).

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Council Member Lavonta Williams to attend the National League of Cities NBC-LEO Annual Summer Conference in Fort Lauderdale, FL, August 5-8, 2015.

RECOMMENDED ACTION: Approve the reappointment of all eligible appointments to begin serving their next term retroactively beginning July 1, 2015 pursuant to City Ordinance Section 2.12.020.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS I THROUGH 28)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 29 and July 6, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Sazzad K Khandaker	KD Shop***	10409 West Maple
Amir Etezazi	EEl Fuel and Retail CS4dba21st Market***	2001 East 21st Street

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Paving and Drainage Improvements for 111th Street, South of Kellogg. (District IV)
- b. Revised Sanitary Sewer Extension Petition for Vassar Street. (District III)
- c. Petitions for Improvements to NewMarket Office Second Addition. (District V)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept the documents.

6. Consideration of Street Closures/Uses.

- a. Community Events – Automobilia’s 21st Moonlight Car Show and Street Party. (District VI)
- b. Community Events – The Glow Run 5K. (District IV)
- c. Community Events – Southside Scorcher. (Districts III and IV)
- d. Street Closure – SlabFest Music Video Shoot. (District I)

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

7. Agreements/Contracts:

- a. Memorandum of Understanding for Little Arkansas River Watershed Protection Plan.
- b. Agreement with the City of Maize and Sedgwick County for Improvements to 37th Street North, between Maize Road and 119th Street West. (District V)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

8. Property Acquisitions:

- a. Acquisition of a Temporary Construction Easement at 2121 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
- b. Acquisition of a Temporary Construction Easement at 1334 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
- c. Acquisition of a Temporary Construction Easement at 1330 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
- d. Acquisition of Temporary Construction Easements at 1622 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
- e. Acquisition of a Temporary Construction Easement at 1629 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
- f. Acquisition of a Temporary Construction Easement at 1639 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
- g. Acquisition of a Temporary Construction Easements at 1650 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
- h. Acquisition of a Temporary Construction Easement at 1722 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Design Council, May 27, 2015

RECOMMENDED ACTION: Receive and file.

10. Repair or Removal of Dangerous and Unsafe Structures. (District IV)

Property Address

- a. 201 S. Meridian

Council District

IV

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on August 18, 2015 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

11. Agreements Concerning City-owned Property in the 13700 Block of West Onewood. (District IV)

RECOMMENDED ACTION: Approve the agreements and authorize all necessary signatures.

12. Derby Interlocal Agreement.

RECOMMENDED ACTION: Approve the Interlocal Agreement for the City of Derby.

13. Grants of Right-of-Way across City-Owned Property Located Between Hillside and Woodlawn and along Woodlawn. (District I)

RECOMMENDED ACTION: Approve the grants of right of way and authorize all necessary signatures.

14. Mutual Termination Agreement, UP Rail Spur Signalization. (District II)

RECOMMENDED ACTION: Approve the Mutual Termination Agreement and authorize the necessary signatures.

15. Notice of Intent to Use Debt Financing - Snow Removal Equipment Acquisition.

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

16. Purchase Option, VoiceStream Property. (District I)

RECOMMENDED ACTION: Adopt the Resolution approving the Special Warranty Deed, Termination and Release of Lease Agreement and to convey the property to 2525 N. Woodlawn VSTRM Wichita, KS LLC and authorize the necessary signatures.

17. Report on Claims for May 2015.

RECOMMENDED ACTION: Receive and file.

18. Surplus of City-Owned Property on 13th Street North between I-135 and Oliver. (District I)

RECOMMENDED ACTION: Declare the property as surplus and designate it as available for sale to the general public.

19. Second Reading Ordinances: (First Read June 23, 2015)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

20. *SUB2015-00001 -- Plat of QuikTrip 19th Addition Located on the Southeast Corner of 13th Street North and West Street. (District VI)

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

21. *SUB2015-00014 -- Plat of Wasinger Addition Located on the West Side of Webb Road, South of Harry Street.
(District II)

RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

22. *ZON2015-00019 – Zone Change from LI Limited Industrial to GC General Commercial on Property Located at 3939 and 3949 North Comotara, north of East 37th Street North and East of North Rock Road. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the requested zone change and place the ordinance on first reading (simple majority vote).

23. ZON2015-00020 – City Zone Change from GC General Commercial and B Multi-Family Residential to CBD Central Business District on Property Located on the Northeast Corner of Central and Broadway Avenues.
(District VI)

RECOMMENDED ACTION: Approve the zoning and place the ordinance on first reading (simple majority vote required).

24. *VAC2015-00007- Request to Vacate an Ingress-Egress Easement Dedicated by Separate Instrument and an Alley Dedicated by Separate Instrument on Property Located on the Northeast Corner of Harry Street and Broadway Avenue. (District III)

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

25. *VAC2015-00008- Request to Vacate Portions of Platted Complete Access Control, a Platted Setback, a Platted Contingent Street Right-of-Way and a Platted Utility Easement on Property Generally Located West of Waco Avenue on the South Side of Central Avenue. (District VI)

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

26. *VAC2015-00017- Request to Vacate Portions of Platted Complete Access Control, a Platted Setback and a Platted Utility Easement on Property Located on the Northeast Corner of 21st Street North and 127th Street East.
(District II)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

27. ***WAA Report of Board of Bids and Contracts dated June 29, 2015.**

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

28. ***WAA Report of Board of Bids and Contracts dated July 6, 2015.**

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

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: On June 3, 2014, the City Council approved a Letter of Intent (“LOI”) for Industrial Revenue Bonds (“IRBs”) in an amount not-to-exceed \$52,700,000 for Bombardier Learjet (“Learjet”) to finance expansion and modernization of its aircraft manufacturing plant located at Wichita Dwight D. Eisenhower National Airport for a five-year term. The LOI is set to expire on December 31, 2018. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property.

The City Council has approved a number of annual IRB issues for Learjet going back to 1961. In 2009, Learjet began requesting semi-annual issues. At this time, Learjet is requesting issuance of IRBs in the amount not-to-exceed \$1,278,966.49 to finance its capital investments for the first half of 2015.

Analysis: Learjet is a wholly-owned subsidiary of Bombardier, Inc. (“Bombardier”), a Canadian corporation headquartered in Montreal, Quebec. Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group, and is engaged in the manufacturing and sales of business jet aircraft including the Learjet 40, the Learjet 60, the Learjet 45, and the newest models, the Learjet 70 and 75. Learjet’s principal manufacturing facilities, corporate and marketing offices and the Bombardier Flight Test Center are located at One Learjet Way on Wichita Dwight D. Eisenhower National Airport.

On November 15, 2011, the City Council approved an Economic Development Grant Agreement in an amount of \$1,000,000 (matched by Sedgwick County) for the purpose of incentivizing Learjet to invest nearly \$53 million to build and create Centers of Excellence in engineering and information technology, as well as to build a new Bombardier Flight Test Center. Under the terms of the grant agreement, Learjet is committed to the creation of 450 new jobs not related to the new Learjet 85 Program by 2017.

The property tax abatement associated with the IRBs was originally approved by the City Council in 2011 as a provision of the Economic Development Grant Agreement, subject to the job creation requirements contained in that agreement. Monitoring of Learjet’s expansion by City staff has indicated that Learjet is so far on pace to meet that commitment.

Proceeds from the bonds will be used to finance capital investments made by Learjet in the first half of 2015 to expand and equip manufacturing facilities. Investments include a ground power unit, airborne data acquisition system, airborne data display system and a mobile telemetry trailer among other new machinery and equipment. Learjet Inc. will purchase the bonds.

In addition to authorizing the issuance of the Series II 2015 IRBs, the attached bond ordinance also authorizes the release of property financed by Series VII 2004 Bonds, which have been paid in full.

Financial Considerations: Bombardier Learjet 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. The City Council has approved a 100% abatement of ad valorem property taxes on the expansion project for five years plus a second five years subject to review and approval by the City Council. Bond-financed purchases are also exempt from state and local sales tax. The investment made by Learjet in the first of 2015 included only new machinery and equipment which is statutorily exempt from property tax by the State of Kansas.

A cost/benefit analysis (“CBA”) was conducted by Wichita State University’s Center for Economic Development and Business Research in 2011, in conjunction with the approval of the \$1,000,000 economic development grant for Learjet’s current expansion. This CBA reflects the fiscal impact of IRB property tax abatements on new facilities as well as the grant. The CBA calculated the following benefit/cost ratios:

City overall	1.60 to one
General Fund	1.26 to one
Debt Service	2.49 to one
County	1.23 to one
USD 259	19.29 to one
State	46.79 to one

Legal Considerations: Bond documents required for the issuance of the bonds will be prepared by bond counsel, Gilmore & Bell, PC. The form of bond documents will be subject to review and approval by the Law Department prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not to exceed \$1,278,966.49 and authorize the necessary signatures.

Attachment: Bond Ordinance

(Published in the *Wichita Eagle* on July 17, 2015)

ORDINANCE NO. 50-030

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AND THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain improvements and additions (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed \$86,000,000, pursuant to a Letter of Intent dated September 10, 1996; (2) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed an additional \$79,188,000, pursuant to a Letter of Intent dated November 16, 2007; and (3) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.) in the original aggregate principal amount not to exceed \$52,700,000 dated June 3, 2014 (collectively, the "Letter of Intent"); all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of twenty-six series of such taxable industrial revenue bonds, in the original aggregate principal amount of \$147,607,767.22 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Seventh Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Seventh Supplemental Lease (collectively, the "Lease"), by and between the Issuer, as lessor, and

Learjet Inc., a Kansas corporation (the "Tenant"), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a twenty-seventh series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2015 (Learjet Inc.)" (the "Series II, 2015 Bonds") in the aggregate principal amount of not to exceed \$1,278,966.49, for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series II, 2015 Additions"); and

WHEREAS, the Series II, 2015 Bonds are more fully described in the Twenty-Seventh Supplemental Indenture and the Twenty-Seventh Supplemental Lease hereinafter authorized; and

WHEREAS, the Series II, 2015 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series II, 2015 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series II, 2015 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series II, 2015 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series II, 2015 Bonds (i) to execute and deliver a Twenty-Seventh Supplemental Trust Indenture (the "Twenty-Seventh Supplemental Indenture"), for the purpose of issuing and securing the Series II, 2015 Bonds as provided therein; and (ii) to enter into a Twenty-Seventh Supplemental Lease (the "Twenty-Seventh Supplemental Lease"), pursuant to which the Issuer shall cause the Series II, 2015 Additions to be leased to the Tenant in consideration of payments of Series II, 2015 Supplemental Basic Rent, Series II, 2015 Supplemental Additional Rent and other charges provided for therein; and

WHEREAS, the Series II, 2015 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture; and

WHEREAS, the Issuer has heretofore issued its Taxable Industrial Revenue Bonds Series VII, 2004 ("the Series 2004 Bonds") pursuant to an Eighth Supplemental Indenture and Eighth Supplemental Lease each dated as of December 1, 2004; and

WHEREAS, the Trustee has certified that the Series 2004 Bonds have been paid in full and no Series 2004 Bonds remain Outstanding; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the Series 2004 Bonds (the "2004 Addition"), exclusive of the Issuer's interest in the Premises; and

WHEREAS, the City hereby waives the notice provisions of the Eighth Supplemental Lease with respect to the Company's exercise of its option to purchase the 2004 Additions and finds and determines it

necessary and desirable to execute a Bill of Sale conveying the 2004 Additions to the Company and to release the 2004 Additions from the Lease and from the pledge of the Indenture;

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 Indenture and Lease.

Section 2. Authority to Cause the Series II, 2015 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series II, 2015 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series II, 2015 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Twenty-Seventh Supplemental Indenture and in the Twenty-Seventh Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series II, 2015 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2015 (Learjet Inc.)." The Series II, 2015 Bonds shall be dated and bear interest, shall be in an aggregate principal amount, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series II, 2015 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series II, 2015 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series II, 2015 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series II, 2015 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Twenty-Seventh Supplemental Indenture. The Issuer is hereby authorized to enter into the Twenty-Seventh Supplemental Trust Indenture under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Series II, 2015 Additions. The Issuer shall cause the Series II, 2015 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Twenty-Seventh Supplemental Lease.

Section 6. Authorization of Bond Purchase Agreement. The Series II, 2015 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized (the "Bond Purchase Agreement"), by and between the Issuer and Learjet Inc., as purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series II, 2015 Bonds, the

full and prompt payment of the principal of, redemption premium, if any, and interest on the Series II, 2015 Bonds, is hereby approved.

Section 8. Authorization of Release Documents. The City is hereby authorized to deliver a Bill of Sale conveying the 2004 Additions from the City to the Tenant, a Release of the Eighth Supplemental Lease, and a Cancellation, Discharge and Release of the Eighth Supplemental Trust Indenture (collectively, the “Release Documents:”).

Section 9. Authority To Correct Errors, Etc. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 10. Execution of Series II, 2015 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series II, 2015 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twenty-Seventh Supplemental Indenture, the Twenty-Seventh Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer 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 comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series II, 2015 Bonds, the Twenty-Seventh Supplemental Indenture, the Twenty-Seventh Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 11. Pledge of the Project. The Issuer hereby pledges the Series II, 2015 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series II, 2015 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 12. 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 Series II, 2015 Bonds, the Twenty-Seventh Supplemental Indenture, the Twenty-Seventh Supplemental Lease, the Bond Purchase Agreement and the Release Documents, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 13. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

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PASSED by the Governing Body of the City of Wichita, Kansas, on July 14, 2015.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Jeff Longwell, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Jennifer Magaña
Director of Law and City Attorney

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

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

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: On June 9, 2015 the City Council accepted a petition from Natman Real Estate International, LLC (Natman) requesting the creation of a Community Improvement District (CID) for the redevelopment of property near the northwest corner of the intersection of Kellogg and Ridge Road, to be called the Kellogg and Ridge Community Improvement District. At that time the City Council accepted the petition and adopted a resolution stating its intent to consider the establishment of the proposed CID and setting July 7, 2015 as the time for a public hearing on this matter.

Community Improvement Districts allow property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue is used to fund public and private improvements and the payment of certain ongoing operating costs, within the districts. CID projects may be funded by either special assessment taxes on real property within the CID or by a special retail sales tax of up to two percent (2%) on all retail sales within the district, or both. Under the CID Act, cities and counties may use the CID tax revenues to repay bonds issued to finance eligible improvements; or the CID revenue may be passed through to developers to reimburse the cost of eligible improvements and operating costs, on a pay-as-you-go basis. The maximum term of a CID is 22 years.

In April of 2010, the City Council adopted a policy which addresses how the City will utilize the tool and outlines the approval process. The City's CID Policy encourages the use of pay-as-you-go financing and allows the use of special obligation bonds, but does not permit the use of general obligation bonds. The CID Policy also requires a 100% petition and a public hearing in all cases. In December 2010, the City Council amended the CID Policy to require a public purpose statement in a CID petition, limit the maximum eligible reimbursement amount to 125% of the projected CID revenue, require that notice of public hearing be provided to any existing occupants within the district, and require signs to be posted next to store entrances.

Analysis: The CID will allow for the demolition of the vacant hotel and restaurant. The owner, along with a hotel developer, will remove the existing structures and construct a new hotel on the property. Additional retail will be developed along the frontage. The estimated total cost of the project is \$16,800,000, a portion of which will be paid by CID. The petition also lists infrastructure, site improvements, parking and landscaping as eligible for CID reimbursement. The maximum eligible amount for reimbursement by CID identified in the petition is \$8,847,000 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is two percent (2%) which will be distributed on a pay-as-you-go basis for up to 22 years.

The property has a current value of \$1,200,000 and generates \$32,847.53 per year in real estate taxes.

The new hotel is anticipated to have a value of \$6,000,000, which would generate \$176,047.50 per year in taxes.

A table identifying the project sources and uses is provided below:

<u>Sources</u>		<u>Uses</u>	
CID Revenue	8,847,000	Demolition	250,000
Developer Equity	2,086,000	Site Improvements	750,000
Financing	4,867,000	Hotel Construction	6,000,000
		Retail Construction	6,000,000
		Contingency	2,800,000
	\$15,800,000		\$15,800,000

Public Purpose Statement: The public purpose of the project is to provide new economic activity in the City through removal of dilapidated and blighted property and development of new hotel and retail on the west side of Wichita, near the Wichita Dwight D. Eisenhower National Airport.

The Office of Urban Development has conducted a background check on the developers. The vetting did not find any results that would have a negative impact on this project.

Upon adoption of the Ordinance, the City will have created the improvement district and authorized the imposition of a two percent (2%) sales tax to pay for eligible costs as identified in the development agreement. The CID sales tax will start to be collected following the delivery of a certified copy of the Ordinance to the Kansas Department of Revenue, upon instruction from the developer.

The attached development agreement between the City and developer provides the contractual framework for the CID. The developer will be required to submit certified expenditures to the City for reimbursement of eligible costs. The City will reimburse the developer with CID funds for eligible costs as expenditures are approved if sufficient funds are available or quarterly as funds become available if funds are insufficient at the time. The draft agreement has been revised to include the CID Policy amendments.

Financial Considerations: The developer has requested pay-as-you-go financing; therefore the City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to the development agreement. The City will withhold five percent (5%) of the CID revenues distributed by the State as an administrative service fee, after giving credit for the application fee, and disburse the balance of the CID proceeds to the developer until the maximum amount identified in the petition (\$8,847,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

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

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

Attachments: Ordinance and development agreement

PUBLISHED IN THE WICHITA EAGLE ON JULY 17, 2015

Ordinance No. 50-031

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

WHEREAS, the provisions of K.S.A. 12-6a26, as amended, (the "CID Act") set forth the procedure for the establishment of a Community Improvement District ("CID"); and

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

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

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

WHEREAS, the Governing Body of the City adopted Resolution No. R-15-161 (the "Resolution") on June 9, 2015, directing that a public hearing on the proposed Kellogg and Ridge CID be held July 7, 2015, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

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

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on July 7th, 2015, the Governing Body of the City conducted a public hearing on the proposed "Kellogg and Ridge CID", the proposed community improvement district projects related thereto, the method of financing the same and the imposition of a community improvement district sales tax; and

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

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

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

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

Section 3. Maximum Cost. The maximum cost of the CID Project to be funded by the Kellogg and Ridge CID, exclusive of administrative fees and costs to be paid to the State of Kansas and to the City plus the cost of interest on borrowed money, is \$8,847,000.

Section 4. Method of Financing. The CID Project will be financed on a pay-as-you-go basis from revenues received from the imposition of a community improvement district sales tax in the amount of two percent (2%) (the “CID Sales Tax”) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers’ sales tax act within the Kellogg and Ridge CID. There will be no special assessments levied pursuant to the CID Act within the boundaries of the Kellogg and Ridge CID. There will be no bonds issued pursuant to the CID Act.

Section 5. Imposition of the Community Improvement District Sales Tax. In order to provide for the payment of costs of the CID Project on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the Kellogg and Ridge CID in an amount of two percent (2%) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers’ sales tax act within the Kellogg and Ridge CID, with such CID Sales Tax to commence on July 1, 2018. Such notice shall include submittal by the City of a certified copy of the ordinance to the KDOR following publication of the ordinance. Such CID Sales Tax shall remain in effect for the maximum period provided for in the CID Act, or such period as may be required for payment from CID Sales Tax revenues of the maximum amount of costs approved for CID Project in Section 3, above, whichever is the lesser period.

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

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

Section 8. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

ADOPTED at Wichita, Kansas, this July 14th day of July, 2015.

ATTEST:

Karen Sublett, City Clerk

Jeff Longwell, Mayor

Approved as to Form:

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

CID PROJECT

General Nature: That the general nature of the proposed community improvement district (“CID”) project, the Kellogg and Ridge CID (“**Project**”), is to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the district, including, but not limited to: demolition of existing structures, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the district, marketing, advertisement and economic development, cleaning and maintenance, special assessments for certain improvements, and the City’s and the developer’s financing costs (if any) as well as the City’s and the developer’s administrative and operating costs in establishing and maintaining the District and any other items permitted to be financed within the district under the Act, but limited by the City of Wichita CID Policy and Community Improvement District Development Agreement for Kellogg and Ridge..

EXHIBIT B

LEGAL DESCRIPTION

Lot 8 Block B Ridge Plaza 8 Addition to Wichita, Sedgwick County, Kansas

EXHIBIT C



**COMMUNITY IMPROVEMENT DISTRICT
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this ____ day of _____, 2015 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “City”); and **Natman Real Estate International, LLC (the “Owner”) and Raju Sheth**, (the “Developer”) (with the “Owner,” the “Developer” and the “City” collectively referred to as the “Parties” and each a “Party”).

RECITALS

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

B. The Owner owns, and the Developer intends to develop, certain land in the City located at 600 South Holland within the City (the “Project”).

C. On June 4, 2015, the Owner, as 100% property owner within the Project, submitted a petition (the “Petition”) to the City requesting the formation of a community improvement district (the “District”). A copy of the Petition is attached hereto as **Exhibit A**. A legal description and map of the boundaries of the District is set forth on **Exhibit B** attached hereto.

D. On _____, 2015, the City approved the creation of the District through the adoption of Ordinance No. _____ (the “CID Ordinance”). The CID Ordinance approved reimbursement for certain of the public and private improvements petitioned for within the District (the “CID Improvements”), as well as certain administrative and operating expenses to be incurred within the District, as more particularly described on **Exhibit C** attached hereto (collectively, the “CID Costs”), to be financed with pay-as-you-go financing payable from revenues received from the imposition of an additional 2% sales tax on all taxable sales within the District (the “CID Sales Tax”). The CID Sales Tax shall commence following submittal by the City of a certified copy of the CID Ordinance to the Kansas Department of Revenue. Submittal to the Kansas Department of Revenue shall occur following publication of the CID Ordinance and written notice to the City from the Developer requesting submittal.

E. The Parties now desire to enter into this Agreement to formalize the construction and financing of the CID Improvements.

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

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

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

1. “Administrative Service Fee” means the fee charged by the City for administration of the CID Sales Tax Fund and distributions from same, in the amount of five percent (5%) of the CID Sales Tax collected.
2. “Agreement” means this Agreement as may be amended in accordance with the terms hereof.
3. “CID Act” means K.S.A. § 12-6a26 *et seq.*
4. “CID Bonds” means community improvement district special obligation bonds issued by the City to finance all or a portion of the Project, if any.
5. “CID Costs” means, collectively, the costs of the CID Improvements and other eligible expenses related to the Project to the extent such expenses are “costs” of a “project” as defined in the CID Act and eligible for reimbursement under the City’s CID Policy, the estimated amounts of which are shown in **Exhibit C**, which also includes the City’s administrative service fee. In the event KSA 12-6a27(f) is subsequently amended or construed by a judicial or attorney general’s opinion to include in the definition of “cost” interest accrued on borrowed money after the period of construction, post-construction costs of private financing shall then also be deemed included in “CID Costs.”
6. “CID Improvements” means the Project and related permissible improvements as set forth in the CID Act and the CID Ordinance.
7. “CID Policy” means the policy of the City of Wichita governing the use of CID financing within the City, as originally approved by the City Council on April 6, 2010 and as amended from time-to-time thereafter.
8. “CID Ordinance” means Ordinance No. _____ adopted by the City on _____, 2015.
9. “CID Sales Tax” means the community improvement district sales tax authorized by the CID Act and the CID Ordinance.
10. “CID Sales Tax Fund” means the separate fund established by the City for deposit of the CID Sales Tax received from the State collected within the District, and that is used to finance the CID Costs pursuant to the CID Act.
11. “City” means the City of Wichita, Kansas.

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

13. “Developer” means Raju Sheth, and his successors and assigns.

14. “Event of Default” means any event or occurrence as defined in Article V of this Agreement.

15. “Parties” means the City, the Owner and the Developer.

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

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

18. “State” means the State of Kansas.

19. “Term” means the earlier of twenty-two (22) years from the date the Director of Taxation for the State of Kansas begins collecting the CID Sales Tax within the District or when all CID Costs up to the amount of \$8,847,000 have been paid.

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

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

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

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

4. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

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

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

ARTICLE II

DEVELOPMENT OF THE PROJECT

A. CID Project. Developer shall demolish any existing structures within the District. Developer shall construct a hotel consisting of at least 80 rooms and provide related site improvements within the District. The Project is anticipated to provide additional commercial/retail development in a future phase.

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

C. Cost of the Project. The Developer and Owner shall be responsible for and will bear all the CID Costs, subject to the terms of this Agreement governing reimbursement for expenditures on the CID Costs.

ARTICLE III

CID FINANCING

A. CID Sales Tax. The City shall deliver a certified copy of the CID Ordinance to the Kansas Department of Revenue imposing the CID Sales Tax upon the receipt of written notice from the Developer requesting such delivery. Except as otherwise set forth herein, all of the CID Sales Tax collected and delivered to the CID Sales Tax Fund shall be available for and dedicated to pay the CID Costs for the duration of the Term.

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

C. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax shall be used to reimburse the Developer (or Owner, for reimbursable costs incurred by the Owner) for the CID Costs, as estimated in **Exhibit C**. The City hereby agrees that the estimates of expenses related to the CID Costs may change prior to and during the expenditure of the CID Costs. However, the aggregate total amount of all CID Costs to be paid hereunder shall not exceed \$8,847,000. Unless otherwise agreed by the Parties in writing in this Agreement or otherwise, reimbursements shall be made to the Developer or Owner, according to which incurred them, except for payment of the City's Administrative Service Fee, which will be deducted by the City in advance of distribution of the CID Sales Tax funds to Developer or Owner.

D. Certification of Expenditures. The Developer or Owner, when seeking reimbursement for CID Costs, shall certify all costs and expenditures to be made in connection with the CID Costs in accordance with the following:

1. The Party seeking reimbursement shall submit to the City a Certification of Expenditures in the form attached hereto as **Exhibit D** setting forth the amount for which reimbursement is sought and an itemized listing of the related CID Improvements.
2. Each Certification of Expenditures shall be accompanied by such bills, contracts, invoices, and other evidence as the City shall reasonably require to document appropriate payment.

E. Reimbursement. The City shall have twenty (20) calendar days after receipt of any Certification of Expenditures to review and respond by written notice to the Party seeking reimbursement. If the submitted documentation demonstrates that: (1) the Certification of Expenditures shows payment by the Party seeking reimbursement of the CID Costs; (2) the expense was incurred in a reasonable amount (in the opinion of the City Engineer, which shall be conclusive); (3) The expense is an eligible cost under the CID Act and Section II of the Development Agreement; (4) the aggregate amount of CID Costs theretofore paid pursuant to this Agreement is less than \$ 8,847,000 and if added to the amount of the Certification of Expenditures, would not exceed \$8,847,000; (5) the Developer and Owner are not in material default under this Agreement; and (6) there is no fraud on the part of the Developer or Owner, then the City shall approve the Certification of Expenditures and promptly reimburse the Party seeking reimbursement for the CID Costs pursuant to the terms of this Agreement if sufficient funds are available in the CID Sales Tax Fund, and quarterly as funds become available in the event that funds in the CID Sales Tax Fund are at that time insufficient. If the City reasonably disapproves of the Certification of Expenditures, the City shall notify the Party seeking reimbursement in writing of the reason for such disapproval within such twenty (20) day period.

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

ARTICLE IV **CID BOND ISSUANCE**

A. CID Bonds. Notwithstanding anything in this Agreement to the contrary, the Developer may request, in accordance with the City's CID Policy, the issuance of special obligation bonds to pay the CID Costs issued in one or more series payable from the CID Sales Tax and on terms mutually agreeable to the Parties (the "CID Bonds").

B. CID Bond Fund. If the CID Bonds are issued by the City, a CID bond fund shall be created and administered by the City or its designee and will be utilized solely to repay the CID Bonds. The specifics of the issuance and repayment of the CID Bonds shall be in accordance with the bond documents for such issuance, to be approved by City ordinance, and in

accordance with this Agreement. Upon issuance of the CID Bonds, the net bond proceeds of the issuance of such bonds shall be disbursed to the Developer by the City or bond trustee for the purpose of funding the CID Costs in accordance with the terms of this Agreement and the bond documents of such issuance.

C. Privately Placed Bonds. The Developer may request to have the CID Bonds privately placed and sold to (i) institutional investors including, without limitation, insurance companies, funds and state or federally chartered financial institutions, and/or (ii) the Developer and/or entities related to or affiliated with the Developer.

D. No Full Faith and Credit Bonds. The Parties agree that any CID Bonds shall be special obligation bonds only and shall not be general obligation bonds backed by the full faith and credit of the City.

ARTICLE V

DEFAULTS AND REMEDIES

A. Defaults - General. Subject to the extensions of time set forth in subsection G below (Enforced Delay), failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in paragraph B below, constitutes an “Event of Default” under this Agreement. The Party claiming a default (“Claimant”) shall give written notice of default to the defaulting Party, specifying the nature of the default.

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

C. Remedies on Default. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer or Owner may pursue any remedy at law and in equity, except as provided below. Whenever any Event of Default by the Developer or Owner shall have occurred and be continuing, subject to applicable cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and/or (2) refuse to approve any further Certificates of Expenditures and make any disbursements until such Event of Default is cured. If two or more Events of Default by the Developer or Owner occur and continue beyond applicable cure periods, within a successive 12-month period, the City shall, in addition to the remedies set forth in the preceding sentence, have the option to terminate this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer, the Owner or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket

costs incurred by the non-defaulting Party. Further, specific performance shall not be available to the City to require the Developer or Owner to construct any improvements within the District except for elements identified as required improvements under Article II A. The only remedy that may be sought from the City is strictly limited to use of CID revenues available in the CID Fund to pay CID Costs (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the CID revenues derived from this project), except that, in case of any diversion by the City of CID revenues from the CID Fund in breach of this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

D. Legal Actions.

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

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

3. Acceptance of Service of Process.

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

(b) In the event that any legal action is commenced by the City against the Developer or Owner, service of process on the shall be made by personal service upon such Party or the registered agent of such Party and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law. In the event the Owner or Developer cannot be found within the State of Kansas and no longer has a registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for such Party, to the extent authorized by Kansas law.

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

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

G. Enforced Delay; Extension of Times of Performance.

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

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

ARTICLE VI
GENERAL PROVISIONS

A. Termination of the CID. The City shall not terminate the CID prior to the expiration of its Term, except as provided by law, or as requested by the Developer and Owner.

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

C. Public Disclosure. The Developer or Owner will post Signage adjacent to the main entrance of the property. Signage is to be posted and maintained throughout the term of the CID and Agreement.

D. Financial Reporting. The Developer will provide a certified annual accounting to the City on the amount and use of CID funds used to pay CID costs by June 1 of the following year.

E. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the Parties, upon official action of the City's governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

F. Assignment. No Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Party, and any such assignment without such consent shall be void; except that Developer or Owner, with prior written notice to the City, may make a collateral assignment of 100% their respective rights under this Agreement to a single financial institution as security for a financing of the Project, or to an affiliate wholly owned by or commonly controlled with Developer or Owner.

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

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

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

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

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

To the Developer:

Raju Sheth

9017 Bluestem
Wichita, KS 67207

To the Owner:

Natman Real Estate International, LLC
Attn: Sudha Tokala
7910 E Hartmoor St.
Wichita, KS 67206

To the City:

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

With copies to:

Urban Development Office
Attention: [Insert appropriate Title]
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

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

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

M. Recordation of Agreement. The Parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Sedgwick County, Kansas, upon the request of a Party.

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

O. Survivorship. Notwithstanding the termination of this Agreement, the Owner's and Developer's obligations set out in Article II and Sections V C and D shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

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

[Signatures on Following Pages]

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

CITY OF WICHITA, KANSAS

Jeff Longwell, Mayor

Dated: _____

ATTEST:

_____, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Appeared before me today, this _____ day of _____, 201_, Jeff Longwell, personally known to me and after first being sworn did state that he is the Mayor of the City of Wichita, State of Kansas, and that the seal affixed to the foregoing instrument is the official Seal of the City of Wichita, and that said instrument was signed and sealed on behalf of the City, and that the matters set forth herein are true and correct to the best of his and the City's knowledge, information and belief, and acknowledge that he executed the same on behalf of the City as its free act and deed.

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RAJU SHETH

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

On this _____ day of _____, 201__, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he/she is the _____ of **Raju Sheth**, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

NATMAN REAL ESTATE INTERNATIONAL, LLC

By: _____

Name: Sudha Tokala, Owner

Date:

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

On this _____ day of _____, 201__, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he/she is the _____ of **Natman Real Estate International, LLC**, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT LIST

EXHIBIT A – CID PETITION

EXHIBIT B – LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT

EXHIBIT C – CID COSTS

EXHIBIT D – CERTIFICATION OF EXPENDITURES FORM

EXHIBIT E – Project Renderings/Site Plan and Elevations

**EXHIBIT A
CID PETITION**

**EXHIBIT B
LEGAL DESCRIPTION**

Lot 8 Block B Ridge Plaza 8 Addition to Wichita, Sedgwick County, Kansas

**EXHIBIT B
MAP**



**EXHIBIT C
CID COSTS**

<u>Description</u>	<u>Cost</u>
Demolition	\$ 250,000
Site Improvements	\$ 750,000
Phase I Construction	\$ 6,000,000
Construction Phase II	\$ 6,000,000
Subtotal:	\$ 13,000,000
20% Contingency:	\$ 2,800,000
Total:	\$ 15,800,000

**EXHIBIT D
CERTIFICATION OF EXPENDITURES**

Request No. _____

Date: _____

Pursuant to the Development Agreement (the "Agreement") for the **Douglas and Broadway** community improvement district between the City of Wichita, Kansas and the undersigned (the "Developer" or "Owner"), the Developer or Owner requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are reasonable costs that are reimbursable under the Agreement.
5. Each item listed above has not been previously reimbursed from the CID Sales Tax Fund and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

**[Natman Real Estate International, LLC
or Raju Sheth, as appropriate]**

By: _____

Title: _____

Approved this ____ day of _____, 20__

CITY OF WICHITA

By: _____
City Representative

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made	Amount to be reimbursed	General classification and description of the costs of issuance for which the Obligation to be reimbursed was incurred
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EXHIBIT E
Project Renderings/Site Plan and Elevations



DESIGN CONCEPT FOR HOTEL SITE

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Petition to Approve a Community Improvement District for Kellogg and West (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: In 2009, the Kansas Legislature enacted, and the Governor signed into law, the Community Improvement District (CID) Act, which allows property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue used to fund certain public and private improvements and the payment of certain ongoing operating costs, within the districts. In April 2010, the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process. In December 2010, the City Council amended the CID Policy to require a public purpose statement in a CID petition, limit the maximum eligible reimbursement amount to 125% of the projected CID revenue, require that a notice of public hearing be provided to any existing occupants within the district, and require signs to be posted next to store entrances.

Kellogg & West, L.L.C., the developer, has submitted a petition for creation of the Kellogg and West Community Improvement District for the land and intersection at Kellogg and West. The petition is signed by 100% of the land owners comprising the district.

Analysis: The developer controls the land within the proposed CID. The project will allow for better use of existing land and buildings as well as improve the intersection at Kellogg and West Street. The estimated total cost of the project is \$23,847,500, a portion of which will be paid by CID. The petition also lists infrastructure, a traffic signal on West Street, widening of West Street, site improvements, parking, landscaping and operating costs as eligible for CID reimbursement. The maximum eligible amount for reimbursement by the CID identified in the petition is \$13,213,750 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is one percent (1%) which will be distributed on a pay-as-you-go basis for up to 22 years.

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

The Office of Urban Development has conducted a background check on the developers. The records did not reveal any negative information of concern or a risk to the City.

To establish a CID, the City Council must first adopt a resolution which states that the Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners and by regular mail to all occupants of property within the proposed CID. Given this process, the earliest date a public hearing may be held for this project would be August 4,

2015. After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be repaid with administrative fees collected from the district.

The developer has requested pay-as-you-go financing. The City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold five percent (5%) of the CID revenues distributed by the State, after giving credit for the \$5,000 application fee, and disperse the balance of the CID proceeds to the developer until the maximum amount identified in the petition (\$13,213,750) has been reimbursed or the 22-year term has expired, whichever is earlier.

Legal Considerations: State law allows Community Improvement Districts to be established by Ordinance following a public hearing. The petition and resolution have been approved by the Law Department as to form.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on August 4, 2015 for consideration of the establishment of a Community Improvement District and authorize the necessary signatures.

Attachments: Resolution and Petition

RESOLUTION NO. 15-188

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 ET SEQ., AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping of buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

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

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

WHEREAS, the proposed Kellogg and West CID is located North of Kellogg Drive on the east and west sides of West Street within the City; and

WHEREAS, the petition proposes that the City impose a one percent (1%) CID Sales Tax within the Kellogg and West CID which may be levied by ordinance following the hearing; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the proposed CID Sales Tax within such district which may be levied by ordinance and shall give notice of said public hearing in accordance with the Act;

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

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Kellogg and West CID and the imposition by the City of a one percent (1%) CID Sales Tax within the Kellogg and West CID shall be held on August 4th, 2015, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed Kellogg and West CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed Kellogg and West CID is \$23,847,500.

4. The Project within the proposed Kellogg and West CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a one percent (1%) CID Sales Tax up to a maximum amount of \$13,213,750 within the proposed Kellogg and West CID.

5. A legal description of the proposed Kellogg and West CID is set forth in **Exhibit B** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Kellogg and West CID is attached hereto as **Exhibit C** and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this _____ day of _____, 2015.

APPROVED and **SIGNED** by the Mayor the _____ day of _____, 2015.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

PROJECT

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

EXHIBIT B

A TRACT OF LAND LOCATED IN SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND THE CENTERLINE OF U.S. 54 HIGHWAY (COMMONLY KNOWN AS KELLOGG AVENUE);

THENCE WEST ALONG SAID CENTERLINE OF U.S. 54 HIGHWAY TO A POINT OF INTERSECTION WITH THE WEST LINE, EXTENDED, LOT 3, BLOCK 1, KELLOGG WEST SQUARE ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE NORTH ALONG SAID WEST LINE EXTENDED OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, EXTENDED TO THE EAST RIGHT OF WAY LINE OF TRACEY STREET; THENCE NORTH ALONG SAID EAST LINE OF TRACEY STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY (NOW TAFT) STREET;

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

THENCE SOUTH ALONG SAID PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF EUREKA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE EAST ALONG SAID SOUTH LINE OF EUREKA ADDITION TO POINT OF INTERSECTION WITH WEST LINE EXTENDED OF STARBUCKS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE SOUTH ALONG SAID WEST LINE EXTENDED OF STARBUCK ADDITION TO THE SOUTHWEST CORNER OF STARBUCKS ADDITIONS;

THENCE EAST ALONG THE SOUTH LINE OF SAID STARBUCKS ADDITION TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS THE EAST 284 FEET OF THE NORTH 15 FEET 6 INCHES OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH P.M. LESS THAT PART DEEDED TO CITY FOR HIGHWAY RIGHT OF WAY, SAID TRACT HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856;

THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE WEST RIGHT OF WAY LINE WITH WEST STREET;

THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, TO THE NORTHWEST CORNER OF SAID C.J. LUBBERS ADDITION;

THENCE SOUTH ALONG THE WEST LINE OF C. J. LUBBERS ADDITION TO POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P. M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 462 FEET NORTH AND 67 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST CORNER 1/4, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., THENCE WEST 133 FEET, THENCE SOUTH 115.5 FEET, THENCE EAST 78.2 FEET, THENCE NORTHEASTERLY 44.3 FEET, THENCE NORTHEASTERLY 87.7 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE EXTENDED OF THE AFORE-DESCRIBED TRACT OF LAND TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID AFORE-DESCRIBED TRACT OF LAND;

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

EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:
THAT PART OF THE SOUTHEAST CORNER OF THE NE ¼, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M. TAKEN FOR STREET RIGHT-OF-WAY IN CONDEMNATION CASE C-3820;
ALONG WITH,

THAT PART OF PARKWAY ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, DEEDED TO THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS AS DESCRIBED IN DEED RECORDED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AT DOC.#/FLM-PG: 29474106;

AND EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:

LOT 2, GMC ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 50 FEET OF THE SOUTH 80 FEET THEREOF;

THE SOUTH HALF OF LOT 9 ALONG WITH LOTS 10 THROUGH 15 INCLUSIVELY, ALONG WITH THE EAST 50 FEET OF THE SOUTH 80 FEET OF LOT 2;

LOT 1, BALES ADDITION, WICHITA, SEGWICK COUNTY, KANSAS, EXCEPT THAT PART TAKEN FOR STREET RIGHT OF WAY.

EXHIBIT C
MAP OF DISTRICT
(On Following Page)



RECEIVED

JUN 30 '15

CITY CLERK OFFICE

PETITION FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Wichita, Kansas

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

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

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

1. GENERAL NATURE

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

2. PUBLIC PURPOSE

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

3. ESTIMATED COST

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

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

4. PROPOSED METHOD OF FINANCING

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

5. PROPOSED AMOUNT OF SALES TAX

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

6. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

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

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

7. NOTICE TO PETITION SIGNERS

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

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

KELLOGG AND WEST, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Christian Ablah

Title: member
(Type or print)

Date: 5/26/15

ACKNOWLEDGMENT

STATE OF Kansas)

COUNTY OF SEDGWICK) ss.

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

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

(Seal)



[Signature]
Notary Public in and for said
County and State

My Commission Expires:

6/29/2018

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

EAST SIDE INVESTMENTS, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Bracey A. Saville

Title: Managing Member
(Type or print)

Date: 5/26/2015

ACKNOWLEDGMENT

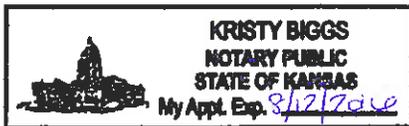
STATE OF Kansas)

COUNTY OF Sedgwick) ss.

BE IT REMEMBERED, that on this 20th day of May, 2015 before me, the undersigned, a Notary Public in and for said County and State, came Bradley B. Saville, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

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

(Seal)



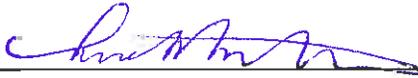
Kristy Biggs
Notary Public in and for said
County and State

My Commission Expires:

8/12/2016

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

AH PROPERTY MANAGEMENT, LLC

By: 
Signature of Authorized Agent for Entity

Name: Chaomin Hsu

Title: owner
(Type or print)

Date: 5-28-15

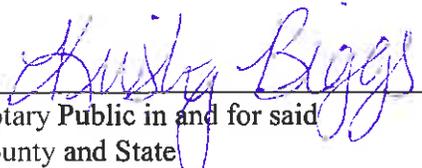
ACKNOWLEDGMENT

STATE OF Kansas)

COUNTY OF Sedgwick) ss.

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

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

(Seal)  
Notary Public in and for said
County and State

My Commission Expires:
8/12/2016

EXHIBIT "A"

ESTIMATED PROBABLE COST OF CID PROJECT

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

EXHIBIT "C"

LEGAL DESCRIPTION OF DISTRICT

A TRACT OF LAND LOCATED IN SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND THE CENTERLINE OF U.S. 54 HIGHWAY (COMMONLY KNOWN AS KELLOGG AVENUE);

THENCE WEST ALONG SAID CENTERLINE OF U.S. 54 HIGHWAY TO A POINT OF INTERSECTION WITH THE WEST LINE, EXTENDED, LOT 3, BLOCK 1, KELLOGG WEST SQUARE ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE NORTH ALONG SAID WEST LINE EXTENDED OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, EXTENDED TO THE EAST RIGHT OF WAY LINE OF TRACEY STREET; THENCE NORTH ALONG SAID EAST LINE OF TRACEY STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY (NOW TAFT) STREET;

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

THENCE SOUTH ALONG SAID PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF EUREKA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE EAST ALONG SAID SOUTH LINE OF EUREKA ADDITION TO POINT OF INTERSECTION WITH WEST LINE EXTENDED OF STARBUCKS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS;

THENCE SOUTH ALONG SAID WEST LINE EXTENDED OF STARBUCK ADDITION TO THE SOUTHWEST CORNER OF STARBUCKS ADDITIONS;

THENCE EAST ALONG THE SOUTH LINE OF SAID STARBUCKS ADDITION TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS THE EAST 284 FEET OF THE NORTH 15 FEET 6 INCHES OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH P.M. LESS THAT PART DEEDED TO CITY FOR HIGHWAY RIGHT OF WAY, SAID TRACT HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856;

THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE WEST RIGHT OF WAY LINE WITH WEST STREET;

THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, TO THE NORTHWEST CORNER OF SAID C.J. LUBBERS ADDITION;

THENCE SOUTH ALONG THE WEST LINE OF C. J. LUBBERS ADDITION TO POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P. M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 462 FEET NORTH AND 67 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST CORNER 1/4, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., THENCE WEST 133 FEET, THENCE SOUTH 115.5 FEET, THENCE EAST 78.2 FEET, THENCE NORTHEASTERLY 44.3 FEET, THENCE NORTHEASTERLY 87.7 FEET TO THE POINT OF BEGINNING;

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

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

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

EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:

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

48680925.3

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

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: 2015 Body Worn Camera Implementation Program Grant Application

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Ratify the submission of the grant application and acceptance if awarded.

Background: The US Department of Justice Department's Body Worn Camera Implementation Program grant is a competitive grant available for departments to implement or enhance Body Worn Camera (BWC) programs. Funding is limited to \$250,000 for departments seeking to enhance BWC programs. The Bureau of Justice Assistance estimated that \$17 million will be available for awards, and that up to 50 awards will be made. The deadline for the grant application was June 16, 2015.

Analysis: The City of Wichita has utilized BWC's since 2011 and currently operates 60 cameras. However, the Police Department has a goal of expanding the program to a total of 429 BWC's by the end of 2015. There is a cost estimate of \$714,480 in the first year of the five year proposal term. These cameras will be implemented in phases throughout the remainder of the year.

Financial Considerations: The maximum potential grant award is \$250,000 and requires a like amount as a grant match. The City match of \$250,000 would be from the Police Department Tow Fund. Total implementation costs of \$714,480 would be funded with \$100,000 in 2015 JAG grant funding, \$250,000 in BWC grant funding, and \$364,480 from the Police Department Tow Fund.

Legal Considerations: Due to the compressed time frame, staff submitted an application for this grant with the approval of the City Manager as allowed under Administrative Regulation 2.4.

Recommendations/Actions: It is recommended that the City Council ratify the grant application for the 2015 Body Worn Camera Implementation Program.

Attachments: Copy of grant application submission.

Opportunity Title:	BJA FY 15 Body-Worn Camera Pilot Implementation Program
Offering Agency:	Bureau of Justice Assistance
CFDA Number:	16.738
CFDA Description:	Edward Byrne Memorial Justice Assistance Grant Program
Opportunity Number:	BJA-2015-4168
Competition ID:	BJA-2015-4172
Opportunity Open Date:	05/01/2015
Opportunity Close Date:	06/16/2015
Agency Contact:	For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240- 6310 (hearing impaired only); email responsecenter@ncjrs.gov; fax to 301-240-5830; or web chat at https://webcontact.ncjrs.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)	Complete
Assurances for Non-Construction Programs (SF-424B)	Complete
Budget Narrative Attachment Form	Complete
Disclosure of Lobbying Activities (SF-LLL)	Complete
Other Attachments Form	Complete
Project Narrative Attachment Form	Complete

Optional

[Faith Based EEO Survey](#)

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
---	---	--

* 3. Date Received: 06/16/2015	4. Applicant Identifier: KS08703
--	--

5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____
--	---

State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: City of Wichita	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 486000653	* c. Organizational DUNS: 0430634600000

d. Address:

* Street1:	455 N. Main - 4th Floor
Street2:	_____
* City:	Wichita
County/Parish:	_____
* State:	KS: Kansas
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code:	67202-1600

e. Organizational Unit:

Department Name: Wichita Police Department	Division Name: Support Services Bureau
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: Nelson
Middle Name: _____	
* Last Name: Mosley	
Suffix: _____	

Title: Interim Chief of Police

Organizational Affiliation: _____

* Telephone Number: 316-268-4158	Fax Number: 316-858-7704
---	---------------------------------

* Email: NMosley@wichita.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

BJA-2015-4168

* Title:

BJA FY 15 Body-Worn Camera Pilot Implementation Program

13. Competition Identification Number:

BJA-2015-4172

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

2015 Public Safety Enhancement Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="250,000.00"/>
* b. Applicant	<input type="text" value="250,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="500,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Debbie Nguyen	Interim Chief of Police
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Wichita	06/16/2015

Standard Form 424B (Rev. 7-97) Back

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

To add more Budget Narrative attachments, please use the attachment buttons below.

Other Attachment File(s)

* Mandatory Other Attachment Filename:

To add more "Other Attachment" attachments, please use the attachment buttons below.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

To add more Project Narrative File attachments, please use the attachment buttons below.

**City of Wichita
City Council Meeting
July 7, 2015**

TO: Mayor and City Council

SUBJECT: 2015 Body Worn Camera Contract with Taser International

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Authorize staff to finalize negotiations with Taser International for Body Worn Cameras.

Background: The Wichita Police Department has utilized Body Worn Cameras (BWCs) since 2011. Currently, 60 are being used. BWC systems can enhance transparency and improve community interaction with the Police Department. Full implementation of BWCs for patrol officers is planned by December 31, 2015.

Analysis: The Police Department has utilized Taser BWCs since 2011. The product has performed well during this pilot period. Anticipating full utilization, staff has researched a variety of camera systems over the past 12 months. In addition, staff has visited other jurisdictions operating BWC systems and has interviewed many other law enforcement agencies.

Staff recommends the Taser International BWC system for several reasons. It is generally compatible with equipment currently used by the Wichita Police Department. Many police departments have selected Taser for its BWC systems, including San Diego, New Orleans, Fort Worth and Topeka.

Taser International has agreed to provide the Wichita Police Department with up to 429 BWCs (including updating the current 60 BWCs in use now) and ancillary equipment including docking stations. The proposed contract also includes support, unlimited data storage and updates to the systems for the next five years. The proposed contract terms are similar to the contract terms of New Jersey and Arizona that have recently purchased Taser International BWC systems. Staff has proposed a phased implementation to ensure all officers are equipped and properly trained by December 31, 2015. This would include a small initial delivery of BWCs, with a subsequent purchase expected in October 2015.

Financial Considerations: The initial cost of the proposed contract would be \$714,480 and would include up to 429 BWCs and storage through the end of 2015. In subsequent years, annual support would be \$361,133 including unlimited data storage, licenses for the data storage platform, replacement parts as needed, scheduled upgrades and replacement of equipment.

Staff is applying for a competitive grant through the U.S. Department of Justice Department’s Body Worn Camera Implementation Program. If the application is successful, up to \$250,000 could be awarded. This would be matched with up to \$250,000 in City funds and utilized for the second phase of BWC purchases in October. The proposed funding for the BWC system is shown in the chart below.

Funding Source	Amount
JAG Grant	\$100,000
BWC Grant	\$250,000
Police Tow Fund	\$364,480
Total	\$714,480

Notification of a grant award is not expected until sometime before October 1, 2015. In the event an award is not received, or the award is less than anticipated, staff will re-evaluate implementation options and identify other appropriate City funds.

Legal Considerations: Purchasing Ordinance 38-122 (j) - Intergovernmental Cooperative Contracts and Agreements – provides one of several alternative methods to insure the City received the benefits of competitive selection. This ordinance provision authorizes the Purchasing Manager to purchase supplies, services and equipment from contracts and agreements of other governmental entities which have been awarded subject to public bidding and approved by the proper governmental entities authority's. The City will be purchasing the Taser system off of a publically bid contract, and will potentially negotiate adjustments reflective of the WPD's demand and the available grant and local funding.

Recommendations/Actions: It is recommended that the City Council approve the contract with Taser International based on the provisions of Purchasing Ordinance 38-122(j), authorizing staff to finalize negotiations and to approve any necessary budget adjustments.

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council Members
SUBJECT: Ordinance Repealing Chapter 3.90 Relating to Scrap Processors
INITIATED BY: Law Department
AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: During the recent legislative session, House Bill 2048 was passed by the Kansas Legislature. The bill made revisions to state laws regarding regulation of scrap metal dealers. Amendments to the City Code regarding scrap metal dealers are required to comply with the state statute.

Analysis: The bill prohibits cities from enacting any ordinance, resolution or rule relating to scrap metal dealers. All industry regulation is given to the jurisdiction of the Attorney General's Office.

The proposed amendments repeal existing regulations regarding scrap metal dealers.

Financial Considerations: None.

Legal Considerations: The ordinance amendments have been drafted and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

Attachment: Proposed ordinance

07/07/2015

ORDINANCE NO. 50-032

AN ORDINANCE REPEALING THE ORIGINAL OF CHAPTER 3.90 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCRAP PROCESSORS.

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

SECTION 1. The original of Chapter 3.90 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 2. 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 14th day of July, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana
City Attorney and Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Amendment of Section 2.04.180 of City of Wichita Code of Ordinances
INITIATED BY: Department of Law
AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: Section 2.04.180 of the Code of the City of Wichita governs the regular meeting schedule of the City Council. The current language cancels all Regular Meetings which would fall on Tuesdays immediately following Monday legal holidays. This ordinance was adopted March 28, 2008.

Analysis: The proposed amendment to Ordinance No. 47-858 would remove the provision which cancels all Regular Meetings which would fall on Tuesdays immediately following Monday legal holidays. If the amendment is approved, the 2015 City Council meeting calendar would need to be revised and published to all parties who have requested notice of meetings under the Kansas Open Records Act.

Financial Considerations: None.

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

Recommendation/Action: It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

Attachment: Amendment to Ordinance 47-858.

Published in the Wichita Eagle on July 17, 2015

ORDINANCE NO. 50-033

AN ORDINANCE AMENDING SECTION 2.04.180
OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO REGULAR
MEETINGS OF THE CITY COUNCIL

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

SECTION 1. Section 2.04.180 of the Code of the City of Wichita is hereby amended to read as follows:

Regular meetings of the city council shall be held in the council chambers of City Hall on each Tuesday at nine a.m., except that no Regular meeting shall be held on the fifth Tuesday of a month. Regular meetings may be cancelled, or held from time to time at such other times and locations within the city or scheduled as a consent agenda/workshop meeting as determined at a prior meeting by a majority of the council members. Workshop meetings shall be held on the fourth Tuesday of each month at 9:30 a.m. on the First Floor Boardroom of City Hall, or other location so designated by the council. All regular and workshop meetings of the city council shall be open to the press and to the public, except when closed under the procedures of the Kansas Open Meetings Act.

SECTION 2. 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 14th day of July, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer L. Magana,
Director of Law and City Attorney

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council Members
SUBJECT: General Obligation Note Sale
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendation: Ratify the award of the bid.

Background: On June 16, 2015, Resolution 15-175 was adopted by the City Council authorizing the sale of one series of general obligation (GO) temporary notes (Series 272) in the principal amount not to exceed \$16,950,000. The temporary notes provide short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The notes are being issued on a reimbursement basis to finance project costs previously incurred.

The resolution authorized the sale of the GO notes, which was held Thursday June 25, 2015, and provided authority for the City Manager to accept the best conforming bid with ratification of the bid and approval of the note resolution by the City Council at its next regularly scheduled Council meeting.

Analysis: The proceeds from the sale of the Note Series 272 will be used to provide interim financing for City-at-large projects, improvement district projects and public improvement projects.

Bids were accepted electronically through *PARITY* Electronic Bid Submission System on Thursday, June 25, 2015 until 10:00 a.m. CT in the Finance Conference Room, at which time the bids were publicly received. By law, the City must award the sale of the notes whose proposed interest rates result in the lowest overall cost to the City.

Three bids were received for Note Series 272 with the lowest bid at a true interest cost (TIC) of 0.4276% received from J.P Morgan Securities LLC.

Financial Considerations: For the Series 272 Notes, principal in the amount of \$9,770,000 will mature on 10/15/15 and \$6,380,000 will mature on 4/15/16.

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

Recommendations/Actions: It is recommended that the City Council: (1) ratify the award of the bid by the City Manager for the Notes; (2) adopt the Note Resolution; and (3) authorize the necessary signatures.

Attachments:

Note Resolution

Parity Bid Results – Series 272

J.P. Morgan Securities LLC - New York , NY's Bid



City of Wichita, Kansas
\$16,150,000
General Obligation Temporary Notes, Series 272

For the aggregate principal amount of \$16,150,000.00, we will pay you \$16,238,955.90, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
10/15/2015	9,770M	1.0000	0.1300	100.217
04/15/2016	6,380M	2.0000	0.2300	101.325

Total Interest Cost: \$120,125.00
Premium: \$88,955.90
Net Interest Cost: \$31,169.10
NIC: 0.4312570
TIC: 0.4278469
Time Last Bid Received On: 06/25/2015 9:59:15 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: J.P. Morgan Securities LLC, New York . NY
Contact: Jaclyn Mischler
Title: Vice President
Telephone: 212-634-7155
Fax: 917-464-9300

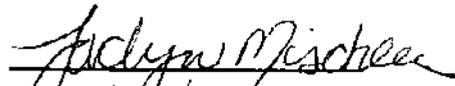
Issuer Name: City of Wichita

Company Name: J.P. Morgan Securities LLC

Accepted By:


Date: 06-25-15

Accepted By:


Date: 6/25/2015

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JULY 7, 2015**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 272, dated July 15, 2015 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as *Exhibit A* hereto.

Thereupon, the Governing Body was informed that based on the best bid received, the City Manager awarded the sale of the Series 272 Notes to J.P. Morgan Securities LLC, New York, New York, a copy of which is attached hereto as *EXHIBIT B*.

Mayor JEFF LONGWELL moved that acceptance of said bid be affirmed, and to adopt a resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 272, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by VICE-MAYOR JAMES CLENDENIN. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 15-187.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Karen Sublett, City Clerk

**EXHIBIT A
BID TABULATION**

**\$16,150,000 CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 272**

Dated: July 15, 2015
Series 272
Good Faith Deposit: \$323,000

Sale Date: June 25, 2015
10:00 a.m., C.D.T.
Max Interest Rate: 8.265%

BIDDERS

Bid Award*	Bidder Name	NIC
<input checked="" type="checkbox"/>	J.P. Morgan Securities LLC	0.431257
<input type="checkbox"/>	Morgan Stanley & Co, LLC	0.500166
<input type="checkbox"/>	Jefferies LLC	0.505763

RESOLUTION NO. 15-187

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

JULY 7, 2015

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 272**

RESOLUTION

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms..... 2

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes..... 8
Section 202. Description of the Notes. 8
Section 203. Designation of Paying Agent and Note Registrar. 9
Section 204. Method and Place of Payment of the Notes. 9
Section 205. Payments Due on Saturdays, Sundays and Holidays..... 10
Section 206. Registration, Transfer and Exchange of Notes..... 10
Section 207. Execution, Registration, Authentication and Delivery of Notes..... 11
Section 208. Mutilated, Lost, Stolen or Destroyed Notes..... 12
Section 209. Cancellation and Destruction of Notes Upon Payment..... 12
Section 210. Book-Entry Notes; Securities Depository..... 12
Section 211. Nonpresentment of Notes..... 13
Section 212. Preliminary and Final Official Statement. 13
Section 213. Sale of the Notes. 14

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer..... 14

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. 14
Section 402. Levy and Collection of Annual Tax..... 14

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts..... 15
Section 502. Deposit of Note Proceeds and Other Moneys. 15
Section 503. Application of Moneys in the Improvement Fund. 15
Section 504. Substitution of Improvements; Reallocation of Proceeds..... 16
Section 505. Application of Moneys in Debt Service Account. 16

Section 506. Deposits and Investment of Moneys.....	16
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ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies.....	17
Section 602. Limitation on Rights of Owners.....	17
Section 603. Remedies Cumulative.....	17

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.....	18
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ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants.....	18
Section 802. Survival of Covenants.....	18

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements.....	19
Section 902. Failure to Comply with Continuing Disclosure Requirements.....	19

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit.....	19
Section 1002. Amendments.....	19
Section 1003. Notices, Consents and Other Instruments by Owners.....	20
Section 1004. Notices.....	21
Section 1005. Electronic Transactions.....	21
Section 1006. Further Authority.....	21
Section 1007. Severability.....	21
Section 1008. Governing Law.....	21
Section 1009. Effective Date.....	21

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RESOLUTION NO. 15-187

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 272, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the “Act” herein, by proceedings duly had, the City Council (the “Governing Body”) of the Issuer has caused the improvements listed on *Schedule I* attached hereto (collectively the “Improvements”) to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance all or a portion of the costs of the Improvements (collectively the “Existing Notes”):

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, ratified the award of the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer’s General Obligation Temporary Notes, Series 272 in the principal amount of \$16,150,000 (the “Notes”) to pay a portion of the costs of the Improvements.

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

Article I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution, particularly Article 12, Section 5, thereof, and laws of the State, including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1770 *et seq.* and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Wichita, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Consulting Engineer” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means July 15, 2015.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 272 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

“Disclosure Undertaking” means the Issuer’s master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-077 of the Issuer.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 272 created pursuant to *Section 501* hereof.

“Improvements” means the improvements described on *Schedule I* to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 272, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Fax: (917) 464-9300

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Section 701* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means 100% of the principal amount of the Notes, plus a premium of \$88,955.90.

“Purchaser” means J.P. Morgan Securities LLC, New York, New York, the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

“**SEC Rule**” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“**Securities Depository**” means, initially, DTC, and its successors and assigns.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

“**Standard & Poor's**” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“**State**” means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

“**Treasurer**” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

Article II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 272, of the Issuer in the principal amount of \$16,150,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated

Maturity, without option for redemption and payment prior to the Stated Maturity, and shall bear interest at the rates per annum as follows:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
10/15/2015	\$9,770,000	1.00%
04/15/2016	6,380,000	2.00%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 205** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions

including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees

of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to *Section 205* hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has

been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated June 16, 2015, is hereby ratified and approved. The Official Statement is hereby authorized to be

prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

Article III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

The Notes are not subject to redemption and payment prior to maturity.

Article IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

Article V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 272.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 272.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds and Other Moneys. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

- (a) Any bid premium received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

Article VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right

or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Article VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Notes and/or interest accrued to the Stated Maturity, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

Article VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

Article IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

Article X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in *Section 901* hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on July 7, 2015, as the same appears of record in my office.

DATED: July 7, 2015.

Karen Sublett, City Clerk

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**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$ _____**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 272**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: July 15, 2015**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity until the Principal Amount has been paid.

Method and Place of Payment. The principal and interest thereon of this Note shall be paid at maturity to the person in whose name this Note is registered at the maturity thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of a

payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

_____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 272, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-071515-[____]

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 272,” aggregating the principal amount of \$16,150,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, particularly Article 12, Section 5, thereof, and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1770 *et seq.* and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption. The Notes are not subject to redemption prior to maturity.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of

ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.

Attorneys at Law

100 N. Main Suite 800

Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of July 15, 2015.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 272
CAPITAL IMPROVEMENTS

PPN	OCA	Description Of Project	Amount Required 06/25/2015 New Notes
ARTERIAL IMPROVEMENTS			
1	204358	706892 Seneca: I-235 - 31st S	\$ 11,645.00
2	205399	706933 13th, I-135 - Woodlawn	135,376.00
3	205414	706948 Woodlawn, Lincoln - Kellogg	2,721.00
4	207438	706972 Railroad Crossing Improvements 07-08	28,215.00
5	208444	706979 Traffic Signal Program	9,371.00
6	208457	706992 37th St. W. Broadway - Hydraulic	505,671.00
7	209464	706999 K96 & Hoover Interchange	107,632.00
8	210485	707020 Meridian, Orient - McCormick	11,319.00
9	210488	707023 Amidon, 21st-29th	80,931.00
10	210497	707032 Traffic Signalization Program	7,155.00
11	211500	707035 Redbud Multi-Use Path	36,979.00
12	211502	707037 Mt Vernon & Oliver Intersection	325,125.00
13	211507	707042 William Street, Main - Emporia	19,507.00
14	211508	707043 Traffic Signalization 2013	164,738.00
15	211509	707044 2013 Arterial Sidewalk/Ramp	12,193.00
16	211510	707045 Concrete Main Phase I & II	272,047.00
17	211511	707046 Cap Seal Main 2013	29,223.00
18	211513	707048 Pawnee, Hydraulic to Grove	79,319.00
19	211514	707049 Douglas, Washington - Oliver	25,663.00
20	211516	707055 Bike Enhancement Projects	62,250.00
21	211524	707060 Meridian, Pawnee - McCormick	115,493.00
22	211525	707061 West Bank River Corridor, Douglas - 2nd	92,876.00
23	211527	707063 2014 CIP Thermal Crack Maintenance	3,024,049.00
24	211528	707064 37th St. N. Oliver - Woodlawn	40,969.00
25	211529	707065 127th E. 13th - 21st	14,049.00
26	211531	707067 45th & Hillside Intersection	9,585.00
27	211532	707068 37th & Hillside Intersection	12,782.00
28	211533	707069 13th & Edgemoor Intersection	49,360.00
29	211534	707070 KLINK & Arterial St. Rehabilitation	153,383.00
30	211538	707074 Traffic Signalization 2014	84,332.00
SUBTOTAL ARTERIAL IMPROVEMENTS			\$5,523,958.00
BRIDGE IMPROVEMENTS			
1	249140	715724 Lincoln Bridge, Dam@Ark River	\$216,563.00
2	249145	715729 Old Lawrence Rd Bridge	45,678.00
3	249147	715731 Douglas Bridge at Linden	24,624.00
4	249148	715732 21st N Bridge Derby Refinery	43,951.00
SUBTOTAL BRIDGE IMPROVEMENTS			\$330,816.00
PARK IMPROVEMENTS			
1	397237	785160 Chapin Park Phase I 2009	\$ 71,044.00
2	397238	785161 Botanica Expansion 2010-2011	95,247.00

3	397241	785162	Swimming Pool Improvements 2009	38,262.00
4	397248	785179	2010-2012 Athletic Courts CIP	49,124.00
5	440150	785973	Buffalo Park Improvements 2011	43,338.00
6	440153	785976	Park Facilities Improvements 2012	15,741.00
7	440154	785995	Golf CIP Improvements	21,635.00
8	440159	796004	Swimming Pool Improvements 2014	31,552.00
9	440160	796005	Harvest Pool Improvements 2013	60,950.00
10	440162	796007	Athletic Court Improvements 2013	31,762.00

SUBTOTAL PARK IMPROVEMENTS **\$458,655.00**

PUBLIC IMPROVEMENTS

1	435352	792458	Water Walk - Eastbank Development	\$ 94,675.00
2	435379	792409	City Facilities ADA Compliance	64,506.00
3	435405	792455	CMF Expansion	11,782.00
4	435425	792494	Douglas & Hillside Redevelopment	181,275.00
5	435432	792510	Fire Training Grounds	10,808.00
6	435439	792517	Central Library Relocation	453,606.00
7	435458	792541	Roof Replacement 2009	189,200.00
8	435462	792545	General Repairs - City Facilities 2009	48,324.00
9	435465	792553	Park Lighting 2009-2011	23,219.00
10	435466	792554	Door & Frame Replacement 2009-2011	18,703.00
11	435472	792574	Douglas Place Development	614,662.00
12	435473	792579	Fleet Heavy Equipment Replacement 2012	1,517,230.00
13	435478	795001	S Market Parking Garage Repair/Renovation	845,329.00
14	435805	792921	Fire Apparatus '11-'13	192,626.00
15	435806	792922	Aged Fire Station M&R '10/'11 CIP	10,330.00

SUBTOTAL PUBLIC IMPROVEMENTS **\$4,276,275.00**

FLOOD IMPROVEMENTS

1	869003	660814	Meridian Drainage Outfall	\$14,231.00
2	868004	660810	Digital Stormwater Drainage Inv. Contract	56,162.00

SUBTOTAL FLOOD IMPROVEMENTS **\$70,393.00**

PAVING IMPROVEMENTS

1	490297	766279	Washington S 47th W Hydraulic	\$ 751,444.00
2	490312	766294	Paving New Market V Addition	871,452.00
3	490318	766300	27th N Woodridge Woods N. 3rd Addition	17,363.00
4	490324	766306	Morris Spring Hollow Clear Creek	227,223.00
5	490325	766307	21st St N Turn Lane MBC 4th Addition	188,124.00
6	490332	766311	Shoreline/Paradise Emerald Bay	118,885.00
7	490334	766313	44th St S Legacy 3rd Addition	16,941.00
8	490335	766314	Ironstone Ct. Sierra Hills 2nd	13,327.00
9	490336	766315	Dodge/Maywood S. Shores Addition	474,479.00
10	490339	766318	Churchill St. Krug S. Addition	13,845.00

SUBTOTAL PAVING IMPROVEMENTS **\$2,693,083.00**

SANITARY SEWER IMPROVEMENTS

1	480026	744334	Lateral 37 Main 2 SW Interceptor	\$23,646.00
2	480053	744361	Lateral 437 FMC The Ranch Addition	306,269.00
3	480057	744365	Lateral 3 Main 18 FMC Casa Bella Addition	42,016.00
4	480058	744366	Lateral 100 Main 1 SWI S. Broadway	154,955.00
5	480059	744367	Lateral 519 SWI Legacy 3rd Addition	43,296.00
6	480060	744368	Lateral 3 Main 19 FMC Stonebridge 2nd & 3rd Addition	106,143.00
7	480062	744370	Lateral 3 Main 21 FMC Sierra Hills 2nd Addition	29,914.00

SUBTOTAL SANITARY SEWER IMPROVEMENTS **\$706,239.00**

STORM SEWER IMPROVEMENTS

1	485398	751507	SWD 385 S 47th W Hydraulic	\$452,676.00
2	485413	751522	SWS 359 Glen Meadows Addition	226,318.00
3	485414	751523	SWD 391 The Ranch Addition	648,258.00
4	485416	751525	SWS 374 Greenwich Business Addition	84,183.00
SUBTOTAL STORM SEWER IMPROVEMENTS				\$1,411,456.00

WATER IMPROVEMENTS

1	470148	735475	WDS S 47th W Hydraulic	\$ 29,310.00
2	470171	735498	WDS Glen Meadows Addition	42,082.00
3	470172	435499	WDS The Ranch Addition	65,238.00
4	470177	435504	WDS Casa Bella Addition	45,767.00
5	470178	735505	WDS Legacy 3rd Addition	42,956.00
6	470182	735509	WDS 90506 The Woods Addition	35,832.00
7	470183	735510	WDS 90639 Westfield, Westlink & Arcadia Streets	207,685.00
8	470184	735511	WDS 90390 Sierra Hills 2nd Addition	15,706.00
9	470185	735512	WDS 90564 Krug South Addition	28,588.00
10	470186	735513	WDS 90643 Westfield Court	58,978.00
11	470188	735515	WDS 90186 Blackstone Addition	53,668.00
12	470189	735516	WDS 90401 Tyler's Landing	53,336.00
SUBTOTAL WATER IMPROVEMENTS				\$679,146.00

TOTAL TEMPORARY NOTES, SERIES 272**\$16,150,000.00**

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Paving Improvements for Sheridan Avenue, North of Pawnee (District IV)
INITIATED BY: Department of Public Works & Utilities
AGENDA: New Business

Recommendations: Approve the petition and adopt the resolution.

Background: Sheridan Avenue is currently a partially paved street in an industrial area north of Pawnee Avenue and east of West Street. A petition signed by 75% of the resident owners, representing 36.5% of the improvement district area, was submitted in support of proposed pavement and drainage improvements. The petition is valid per Kansas Statute 12-6a01.

On June 1, 2015, the District IV Advisory Board sponsored a neighborhood hearing on the proposed improvements and voted unanimously in favor of the project.

Analysis: The proposed improvement consists of paving Sheridan Avenue from the existing pavement to approximately 600 feet north of Pawnee and including a cul-de-sac at Orient Street to industrial standards. The project also includes drainage improvements.

Financial Considerations: The estimated cost of the improvements is \$615,000, with 100% of the final cost being assessed to the improvement district on a square foot basis, over 15 years. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

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

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

Attachments: Petition, resolution, map, and budget sheet.

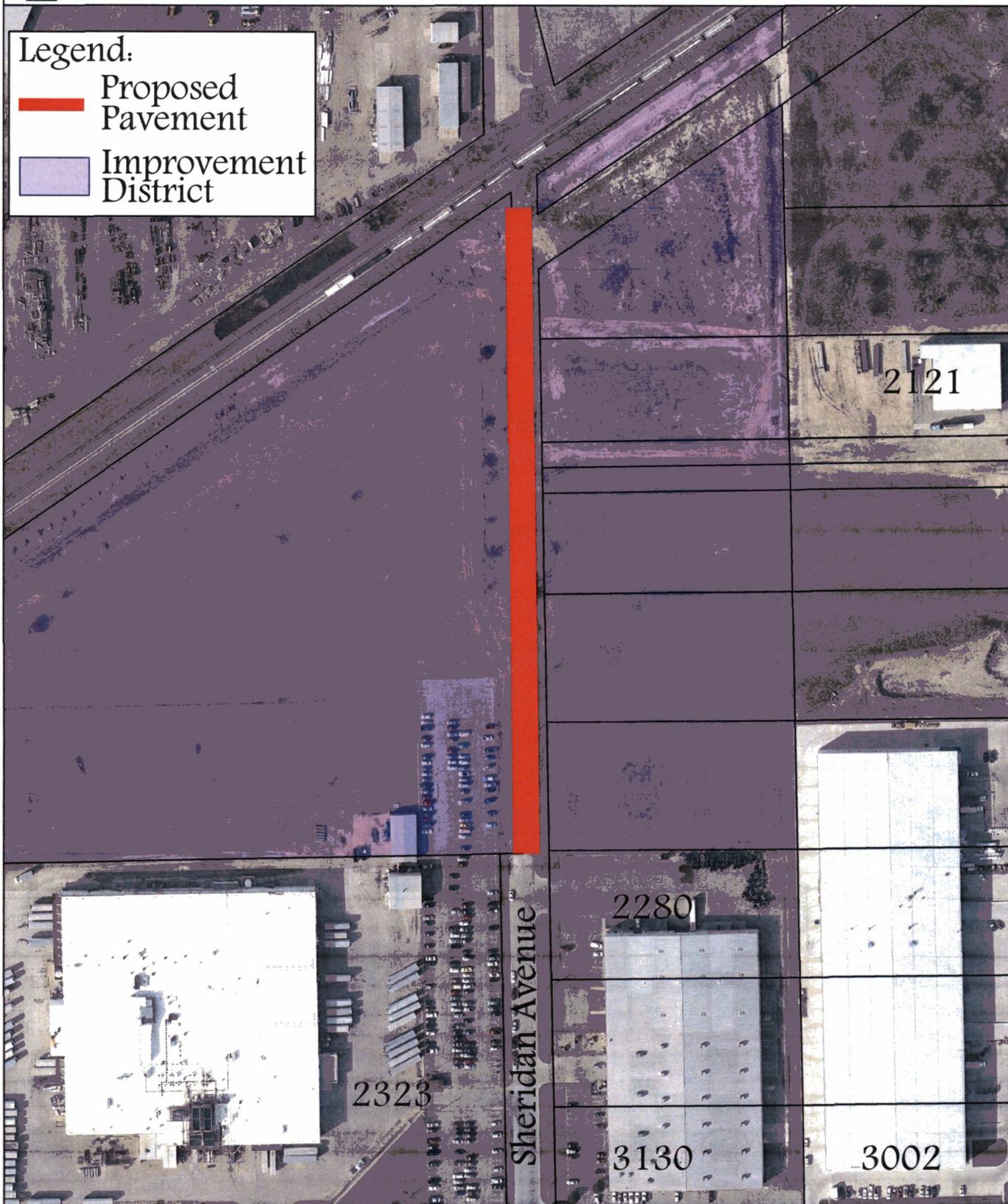


Paving Improvements for Sheridan Avenue

Legend:

 Proposed Pavement

 Improvement District



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 36.5%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85220

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: 7-7-15

REQUEST DATE: _____

PROJECT #: 490363

PROJECT TITLE: Paving for Sheridan Ave

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Paving for Sheridan Ave

OCA #: 766341

OCA TITLE: Paving for Sheridan Ave

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif

PHONE #: 268-4505

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$615,000.00</u>	<u>2999 Contractuals</u>	<u>\$615,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$615,000.00

EXPENSE TOTAL: \$615,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 06/11/15

DATE: _____

DATE: 6/15/15

DATE: _____

RECEIVED

APR 24 '15

CITY CLERK OFFICE

472-85220

PETITION

(Pavement – Southwest Industrial Addition, Unplatted Tracts in Section 36, Township 27, Range 1W/N. of Pawnee, E. of West)

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

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

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

Construction of pavement on Sheridan Avenue from the North property line of Lot 4, Block 7, Southwest Industrial Addition to the Northwest corner of Lot 1, Block 6, Northwest Industrial Addition, to include a cul-de-sac at the north end with drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$615,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Unplatted Tracts – Section 36, Township 27, Range 1W
W 455 FT 50 FT TRACK IN SE 1/4 LY ADJ TO AT&SF RR ROW ON SE
(D 0127600UP)
E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT
(D 184660009)

Southwest Industrial Addition
LOT 1, BLOCK 6
LOT 2, BLOCK 6 & 1/2 VAC ST ADJ ON S
LOT 1, BLOCK 7 & 1/2 VAC ST ADJ ON N
LOTS 2-3, BLOCK 7

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

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

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

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

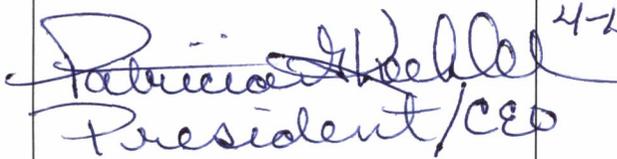
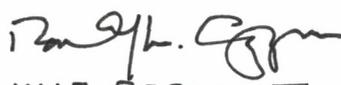
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

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

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

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **April 8, 2015.**

Signature	Dated	Property Owned Within Proposed Improvement District
Unplatted Tracts - Section 36, Township 27, Range 1W		
DL & MB INVESTMENTS LLC		W 455 FT 50 FT TRACK IN SE1/4 LY ADJ TO AT&SF RR ROW ON SE (D 0127600UP)
SMITHFIELD FARMLAND CORP		E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT (D 184660009)
Southwest Industrial Addition		
* MBK PROPERTIES LLC  President	4/23/15	LOT 1 BLOCK 6
HIJOS LLC  President/CEO	4-15-15	LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
CAPPS HOLDINGS LLC  VICE PRESIDENT	4.14.15	LOT 1, BLOCK 7 & 1/2 VAC ST ADJ ON N, LOTS 2-3, BLOCK 7

THIS PETITION was filed in my office on April 27, 2015




 Deputy City Clerk

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-189

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVEMENT IMPROVEMENTS – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST) (472-85220).

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

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

Construction of pavement on Sheridan Avenue from the North property line of Lot 4, Block 7, Southwest Industrial Addition to the Northwest corner of Lot 1, Block 6, Northwest Industrial Addition, to include a cul-de-sac at the north end with drainage to be installed where necessary (the "Improvements").

b) The estimated or probable cost of the Improvements is **Six Hundred Fifteen Thousand Dollars \$615,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

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

Unplatted Tracts-Section 36, Township 27, Range 1W

W 455 FT 50 FT TRACK in SE ¼ LY ADJ to AT&SF RR ROW on SE
(D 0127600UP)
E ½ SW ¼ S of AT&SF RR EXC W 400 FT & EXC S 650 FT
(D 184660009)

SOUTHWEST INDUSTRIAL ADDITION

Lot 1, Block 6
Lot 2, Block 6 & ½ VAC ST ADJ ON S
Lot 1, Block 7 & ½ VAC ST ADJ ON N
Lots 2-3, Block 7

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

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Improvements to 127th Street East between 13th and 21st Streets North (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Adopt the resolution, approve the design concept, supplemental agreement, and the revised budget.

Background: On July 15, 2014, the City Council approved an agreement with MKEC Engineering, Inc. to design improvements for 127th Street East, between 13th Street to 21st Street North. On May 11, 2015, the District II Advisory Board (DAB) unanimously approved the recommended design concept for the proposed improvements.

Analysis: The section of 127th Street between 13th and 21st Streets is currently a two-lane, asphalt mat road with bar ditches on each side for drainage and improved intersections at 13th Street and 21st Street. The proposed design is for a three-lane roadway with one through lane in each direction and a center two-way left turn, as well as curb and gutter and drainage improvements. On-street bike lanes and sidewalks will also be part of the improvements with a pedestrian crossing at the half mile line, where the Redbud Trail crosses 127th Street. One lane of north-bound traffic will be carried throughout construction except during a closure for widening the bridge. Construction is proposed to start in the spring of 2017 and be completed in late 2017.

Financial Considerations: The existing contract amount for the concept design services is \$67,500 and the cost for proposed additional services for final plans is \$319,572, for a total design fee of \$387,072.

The existing budget of \$90,000, funded by general obligation (GO) at-large bonds, was approved by the City Council on July 15, 2014. Additional GO bond funding of \$350,000 is available in the Proposed 2015-2024 Capital Improvement Program (CIP) in 2015 for design and right-of-way acquisition, which brings the total revised budget to \$440,000. Federal funding in the amount of \$2,866,240 is currently programmed in the Transportation Improvement Program and City at-large general obligation bond funding of \$1,073,760 is included in the Proposed CIP, for a total of \$3,940,000. The project will be returned to the City Council at a later date for approval of construction funding.

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

Recommendation/Actions: It is recommended that the City Council approve the design concept and the supplemental agreement, adopt the resolution and revised budget and authorize the necessary signatures for full design work and right-of-way and easement acquisition.

Attachments: Supplemental Agreement No. 1, budget sheet and amending resolution.

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SUPPLEMENTAL AGREEMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **127TH STREET EAST, 13TH TO 21ST STREET NORTH** (Project No.472-85158_707065).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Design phase and final plans for 127th Street East, 13th to 21st Streets North
(see Attached for details)**

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$319,572.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) **Field check plans of the project for distribution to utilities by October 1, 2015.**
- (b) **Office check plans by February 1, 2016.**
- (c) **Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by May 1, 2016.**

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

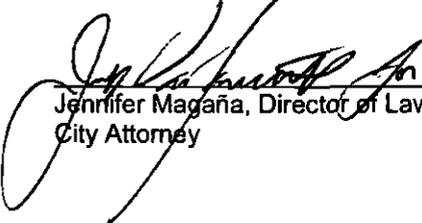
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

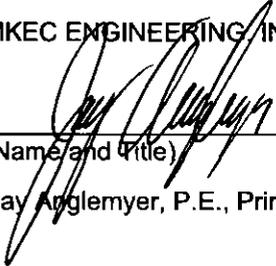
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, Director of Law and
City Attorney

MKEC ENGINEERING, INC.



(Name and Title)

Jay Anglemeyer, P.E., Principal

ATTEST:



Cynthia A. Womack, Admin. Asst.



May 20, 2015

Mr. Shawn Mellies
Chief Design Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Design Phase Scope and Fee Proposal
127th Street from 13th to 21st - Project No. 472-85158

Dear Mr. Mellies:

MKEC is pleased to present this proposal for design phase services associated with the reconstruction of 127th Street East between 13th Street North and 21st Street North. The reconstruction will generally consist of replacing the current two-lane rural roadway with a new three-lane urban street with curb and gutter and storm sewer. Certain improvements to accommodate drainage and the proposed roadway will be necessary which will include widening of an existing three span haunched slab concrete bridge and the addition of cast-in-place reinforced concrete retaining wall with traffic railing. This proposal acknowledges that our design will be in compliance with the City of Wichita design standards and construction specifications.

MKEC understands the requirements of this project based on our understanding of the typical scope of services required by the City and on the information presented in this Request for Proposal and subsequent information provided by City of Wichita staff. MKEC's proposed scope of services for the design phase is outlined below.

Design Phase Scope of Services:

1. Perform complete design topographic and reference survey of the project to be used for design and plan production.
2. Design final horizontal roadway geometrics to include 5' wide on-street bike lanes, 11' wide through driving lanes and a 12' wide center dual left-turn lane. Where appropriate, the left turn lane will be replaced with raised median islands. MKEC will work with the City to determine exact locations for the islands. The design will provide for sidewalk along the entire west side of the street and on the east side of the street between Rocky Creek parkway and the north limits of the project.
3. Design right-turn auxiliary decel-lanes to serve Reeds Cove Street and Rocky Creek Parkway. MKEC will work with the City to determine exact locations and dimensions of turn lanes and tapers. Decel-lane additions in other areas will be considered if directed by the City.
4. Design vertical geometrics of the roadway and surrounding ground within the project boundary. Side road and driveway grades will be part of this task. Cross sections will be included in the construction plans.
5. Perform a final drainage analysis of the Fourmile Creek tributary channel crossing 127th Street to specifically determine the effects of the existing bridge and the proposed roadway on the drainage in the channel. A current "design" hydraulic model will be developed based on the preliminary model used in the concept phase. The concept model is the "corrected effective" model developed from the current FEMA model. The "design" model will utilize the designed roadway geometrics and will then come to be the basis for all environmental permitting and FEMA map revision efforts.

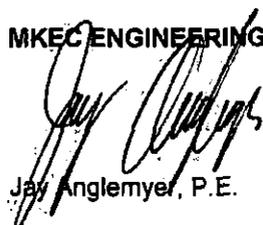
6. Prepare and submit a drainage report outlining the analysis performed and the results of the analysis.
7. Design a closed storm sewer system to convey storm water runoff through and across the roadway. Storm sewer design will conform to the current City of Wichita/Sedgwick County Storm Water Manual.
8. Design the widening of the existing reinforced concrete haunched slab bridge to accommodate the proposed roadway, bike and pedestrian amenities. Bridge improvements will include approach slabs to support transition traffic rails.
9. Design necessary channel improvements to accommodate the design channel flow rate, the proposed roadway geometrics, and all permit conditions established by regulatory agencies and FEMA.
10. Maintain coordination with private utility companies throughout the design phase and follow the established procedures for the City's ULCC meeting process.
11. Provide right-of-way and temporary construction easement tract maps and legal descriptions soon after field check plans have been approved by the City and KDOT. Tract maps will be prepared following City and KDOT requirements. At this time, right-of-way acquisition is not anticipated.
12. Prepare and submit applications for various environmental permits necessary for construction. Throughout the project, MKEC will coordinate with applicable agencies, informing them of the desired proposed improvements being designed and will continue coordination efforts as necessary to secure permits and to keep agencies informed through the end of the design phase.
13. Prepare and submit CLOMR and LOMR as required to reflect changes in the FEMA flood mapping created by the proposed project. All field surveys required to confirm ground conditions and stream modeling will be performed by MKEC.
14. Design a pedestrian signalized crossing across 127th Street at the Redbud mixed-use path. MKEC will also design all crossing streetscape items such as ramps, bollards, pavement markings and advanced signing.
15. Prepare and submit milestone progress submittals at field check, office check and final plan stages. Plans will be prepared in a format acceptable to the City and to KDOT. Construction cost estimates will be prepared and submitted at each stage and special provisions will be submitted at office check and final check plan stages.
16. Design signal, sidewalk and ramp improvements at the intersections of 13th at 127th and 21st at 127th to bring each intersection in conformance with current ADA guidelines.

MKEC proposes a lump sum fee of \$319,572.00 to perform the design phase services outlined above and as required in the Scope of Services of the original design agreement for this project. A task-specific hour and fee worksheet is provided for your review. Please note that this fee includes geotechnical services for bridge and retaining wall design and all permit and FEMA fees including costs to perform as-built surveys required for the FEMA Letter of Map Revision.

Thank you for this opportunity to serve the City of Wichita. Please contact me if you wish to discuss this proposal in greater detail.

Sincerely,

MKEC ENGINEERING, INC.



Jay Anglemeyer, P.E.

RESOLUTION NO. 15-195

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-196 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body has heretofore by **Resolution No.14-196** of the City (the “Prior Resolution”), authorized the following described public improvements:

Design of improvements to 127th Street East, between 13th and 21st Streets North, as necessary for a major traffic facility (the “Project”) and now wishes to enlarge the original scope to include right of way acquisition as evidenced by the following description:

Design and right-of-way acquisition for 127th Street East, between 13th and 21st Streets North, as necessary for a major traffic facility (472-85158).

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

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

Section 1. Amendment. *Sections 1 and 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Amended Project be acquired and/or constructed at an estimated cost of **Four Hundred Thousand Forty Dollars (\$440,000)** in accordance with specifications prepared or approved by the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Amended Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which was sixty days before July 14, 2014, to the extent of the financing authority originally included in Resolution No. 14-196 of the City and to reimburse additional expenditures made on or after the date which is sixty days prior to the date of this resolution, to the extent of the

increased authorization provided for herein, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Sections 1 and 2* of the Prior Resolution, as they heretofore existed, are hereby repealed; and the rest and remainder of the operative provisions of the Prior Resolution is hereby ratified and confirmed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**City of Wichita
City Council Meeting
July 7, 2015**

TO: Mayor and City Council
SUBJECT: Improvements to the Intersection of 45th Street North and Hillside (District I)
INITIATED BY: Department of Public Works & Utilities
AGENDA: New Business

Recommendations: Approve the design concept.

Background: On July 15, 2014, the City Council approved an agreement with TranSystems to design improvements to the intersection of 45th Street North and Hillside. On May 4, 2014, the District I Advisory Board sponsored a neighborhood hearing on the project. The Board voted unanimously to recommend approval of the project.

Analysis: The intersection of 45th Street and Hillside is currently unsignalized with no designated left turn lanes. Current traffic volumes meet standards to install a traffic signal and demonstrate that left turn lanes are needed in all approaches. The proposed design concept includes the following:

- Complete reconstruction of the intersection
- Widening Hillside to provide left and right turn lanes
- Widening 45th Street to provide left and right turn lanes
- Installation of traffic signals

The intersection will be open to traffic throughout construction in at least one direction and left turns will be prohibited. Construction is planned to begin in spring 2017 and be completed in late 2017.

Financial Considerations: The existing design budget approved by the City Council on July 15, 2014 is \$55,000 and is funded by general obligation bonds. Construction is currently unfunded in the 2011-2020 Adopted Capital Improvement Program (CIP). Federal funding of \$1,580,880 is allocated towards this project and is made up of \$1,080,880 in the Transportation Improvement Program in 2017 and 2018 and \$500,000 from the State through the Highway Safety Improvement Program. General obligation funding of \$569,120 is included in the Proposed 2015-2024 CIP. This amount, plus the previously approved design budget brings the total general obligation funding to \$624,120. The total general obligation funding, plus the total federal funding brings the entire proposed budget for this project to \$2,205,000. The project will be returned to the City Council at a later date for approval of the construction funding.

Legal Considerations: ~~There are no legal considerations associated with the City Council's approval of the design concept.~~ *This item has been approved by the Law Department.*

Recommendation/Actions: It is recommended that the City Council approve the design concept and authorize the necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

Attachment: Map.



City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Improvements for 4300 and 4316 South Bartlow Drive, north of 43rd Street, east of Seneca (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the petition and adopt the resolution.

Background: The properties at 4300 and 4316 South Bartlow Drive are currently unserved by sanitary sewer. A petition signed by 100% of the resident owners, representing 37% of the improvement district area, was submitted in support of proposed sanitary sewer improvements. The petition is valid per Kansas Statute 12-6a01.

On June 1, 2015, the District IV Advisory Board sponsored a neighborhood hearing on the proposed improvements and voted unanimously in favor of the project.

Analysis: The proposed improvement consists of extending a lateral sanitary sewer to serve the two properties.

Financial Considerations: The estimated cost of the improvements is \$30,000, with 100% of the final cost being assessed to the improvement district on a fractional basis, over 20 years. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

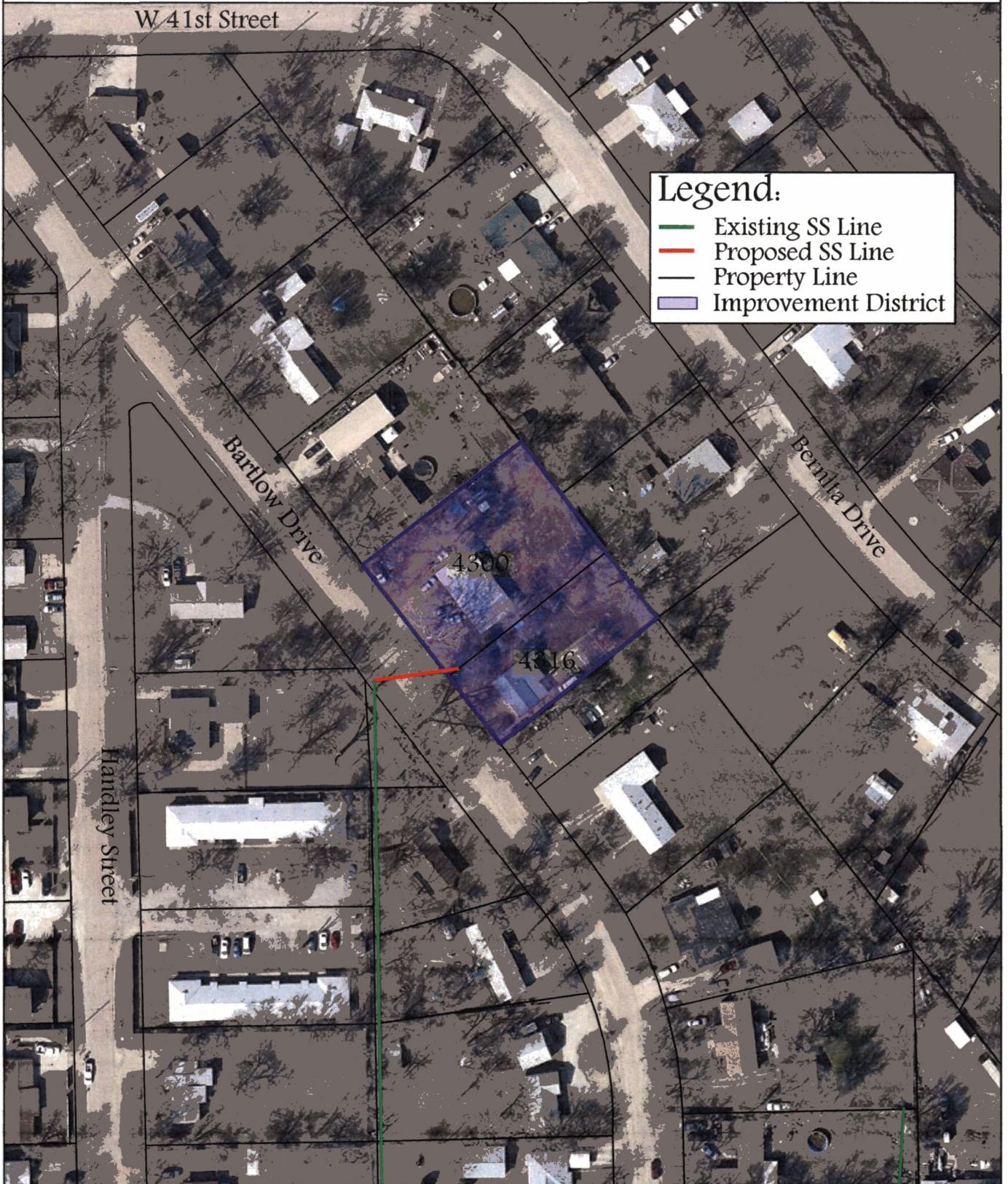
Legal Considerations: The petition and resolution have been reviewed and approved as to form by the Law Department.

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

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



Sanitary Sewer Improvements for Properties Properties on Bartlow Drive



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 37%

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-85032

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: 7-7-15 REQUEST DATE: _____

PROJECT #: 480089 PROJECT TITLE: Lat 38, M2, SWIS Bartlow Drive

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Lat 38, M2, SWIS Bartlow Drive

OCA #: 744397 OCA TITLE: Lat 38, M2, SWIS Bartlow Drive

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

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$30,000.00</u>	<u>2999 Contractuals</u>	<u>\$30,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$30,000.00

EXPENSE TOTAL: \$30,000.00

NOTES:

SIGNATURES REQUIRED

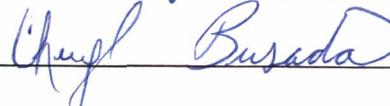
Print Form

DIVISION HEAD: 

DATE: 06/11/15

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: 

DATE: 6/15/15

CITY MANAGER: _____

DATE: _____

Lateral 38, Main 2 Southwest Interceptor Sewer

RECEIVED

MAY 07 '15

CITY CLERK OFFICE

468-85032

PETITION
(Sanitary Sewer – Bartlow Addition/N. of 43rd, E. of Seneca)

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

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

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

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$30,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Bartlow Addition
NWLY 70 FT LOT 6, BLOCK 4
LOT 5, BLOCK 4

(d) The proposed method of assessment is: **equally per lot (2 lots)**.

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

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

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

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

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

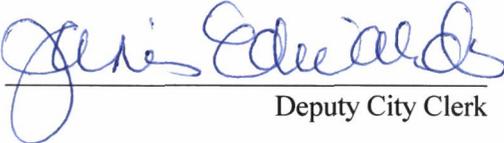
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **April 10, 2015**.

Signature	Dated	Property Owned Within Proposed Improvement District
<u>Bartlow Addition</u>		
Vector Investments Group LLC  President	5-5-15	NWLY 70 FT LOT 6, BLOCK 4
US Bank National Association		LOT 5, BLOCK 4

THIS PETITION was filed in my office on May 7, 2015.




 Deputy City Clerk

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-190

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 38, MAIN 2, SOUTHWEST INTERCEPTOR SEWER – BARTLOW ADDITION/NORTH OF 43RD, EAST OF SENECA) (468-85032).

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by either **a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

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

Construction of a lateral sanitary sewer, (Lateral 38, Main 2, Southwest Interceptor Sewer) including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Thirty Thousand Dollars \$30,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

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

BARTLOW ADDITION
NWLY 70 FT Lot 6, Block 4
Lot 5, Block 4

(d) The method of assessment is **equally per lot (2 lots)**.

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

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

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

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7th, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: DER2015-00004 – Amendment to Article II, Section II-B.2.f of the Wichita-Sedgwick County Unified Zoning Code to Establish a City of Wichita Board of Zoning Appeals and a Sedgwick County Board of Zoning Appeals and an Amendment to Section 2.12.560 of the Code of the City of Wichita Designating the City Appointees to the Metropolitan Area Planning Commission to Serve as the Members of the City of Wichita Board of Zoning Appeals. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The recommendation of the MAPC is denial of the request (5-7).

DAB Recommendation: The proposal was not presented to the District Advisory Boards.

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.

Background: Kansas Statute (K.S.A.) 12-759 et seq. states that any governing body which has enacted a zoning ordinance or resolution shall create a board of zoning appeals (BZA). The Wichita-Sedgwick Unified Zoning Code (UZC), Article VI, Section VI-E, authorizes the BZA to hear “variances” and “appeals of zoning administrator’s interpretations.” Variances are requests that allow for deviation from the basic development standards specified by the zoning code, such as, a reduction in minimum building setback, lot area or maximum building height. Variances may be granted by the BZA only when certain circumstances are found to be present. An appeal is a request by an aggrieved party for the BZA to review a decision or interpretation made by the zoning administrator, such as, if an unregistered use, structure or lot is nonconforming or illegal.

The City of Wichita adopted a zoning code in 1923. In 1985, Sedgwick County adopted a zoning code for the unincorporated portions of Sedgwick County. Up until January of 2013, the two jurisdictions had separate BZAs. The two BZAs had separate membership, bylaws and meeting schedules. The City Council appointed seven individuals to serve on the City’s BZA. The Board of County Commissioners appointed five individuals to serve on the County’s BZA. In January of 2013, the two BZAs were combined into one joint board known as the Wichita-Sedgwick County Board of Zoning Appeals. Currently, the unified BZA has a membership of 14 individuals, seven individuals appointed by the City Council and seven by the Board of County Commissioners.

From 2005 through 2014 there were 22 County variances or appeals applications filed compared to 98 City variances or appeals applications. On a yearly average, there have been 2.2 County applications per year. The City has had an average of 9.8 cases filed per year.

On April 1, 2015, the Board of County Commissioners directed staff take the necessary steps to dissolve the unified BZA and re-establish an independent Sedgwick County BZA.

To accomplish the intent of the Board of County Commissioners, an amendment to Article II, Section II-B.2.f of the UZC is needed. The proposed amendment would change the current zoning code's definition of the Board of Zoning Appeals to reflect two distinct BZAs. Currently the UZC defines the "board of zoning appeals" as "the Wichita-Sedgwick County Board of Zoning Appeals." The proposed amendment would modify Article II, Section II-B.2.f to read "Board of Zoning Appeals means the board or boards appointed by the governing body of the City or the County" instead of "Board of Zoning Appeals means the Wichita-Sedgwick County Board of Zoning Appeals."

From a City Code standpoint, Section 2.12.560 of the Code of the City of Wichita should be amended to designate the City appointed members of the MAPC as being the members of the stand-alone City of Wichita Board of Zoning Appeals. A second ordinance is attached that would re-establish an independent City of Wichita Board of Zoning Appeals and designate the seven City MAPC appointees as comprising the membership of the City BZA.

Analysis: The proposed amendments were presented to the Metropolitan Area Planning Commission (MAPC) for its consideration on May 21, 2015. A range of viewpoints were offered: 1) the unified BZA provides a consistent and efficient response to all BZA applications; 2) it was inappropriate for City appointees to rule on matters dealing only with property located in unincorporated areas; 3) citizens living within incorporated cities are still Sedgwick County citizens and pay the same County taxes as those citizens who live only in the County; and 4) planning commissioners do not factor in who made their appointment to the BZA or the MAPC when rendering a decision. A motion was made to approve the proposed amendment, which failed by a vote of five to seven. A second motion was made to deny the proposed amendment, which failed by a vote of seven to five. Approval of an amendment to the zoning code requires a minimum of eight positive votes to pass.

Since the MAPC failed to pass either motion, the action of the MAPC is deemed to be a recommendation for denial; therefore, the City Council will need to make its own findings. The following findings are proposed by staff should the City Council decide to approve the requested amendment: 1) approval of the request will comply with the Board of County Commissioner's action of April 1, 2015, to direct staff to amend the zoning code so that a separate Sedgwick County Board of Zoning Appeals can be re-established; 2) the requested action complies with state law requirements for the establishment of a board of zoning appeals if a zoning code has been adopted; and 3) approval of the request will not detrimentally impact the delivery of variance or appeals services to City or County property owners.

Financial Considerations: The budget for either a unified BZA or two independent BZAs is divided equally between the two governing bodies. Adoption of the amendment will result in a marginal financial impact to the City and County in that there will be additional postage to cover the cost of a separate County BZA mailing and additional staff time will be required to set up the meeting room for an independent County BZA meeting. If the City Council approves the proposed Chapter 2.12.560 amendment retaining the seven City appointed MAPC members as the City BZA, City BZA agendas and meetings would continue to be sent out with the MAPC mailing. City BZA meeting would continue to be held either before or after regularly scheduled MAPC meetings, which eliminates the need for additional postage and staff time to set up for a separate meeting.

Legal Considerations: The Law Department has reviewed and approved the ordinances as to form. Article I, Section I-F of the UZC states that "...where appropriate, [the UZC is to] be considered the individual enactment of the City of Wichita or of Sedgwick County, as applicable. If either the City or County fails to adopt this Code or amends or repeals it while the other adopts it and maintains it in force, it shall be valid with the zoning jurisdiction of the jurisdiction that adopted and maintained it, notwithstanding its status in the other jurisdiction."

Recommendation/Actions: It is recommended that the City Council: 1) adopt the recommendation of the MAPC and deny the request (simple majority vote required); 2) approve the proposed amendment to the Section 28.04.110 (Unified Zoning Code) (requires two-thirds vote) and approve the amendment to Chapter 2.12.560 of the City Code (requires simple majority vote) based upon the findings recommended

above and place the ordinances on first reading; or 3) return the request to the MAPC for reconsideration (requires simple majority).

Attachments: MAPC minutes, Section 28.04.010 ordinance and Section 2.12.560 ordinance.

CLEAN

DATE

ORDINANCE NO. 50-034

AN ORDINANCE AMENDING SECTION 2.12.560 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE BOARD OF ZONING APPEALS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

Section 1. Section 2.12.560 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Section 2.12.560. – Board of zoning appeals – Formation.

A board of zoning appeals is created. “Board” when used in Sections 2.12.560 through 2.12.610 of the city code, means the board of zoning appeals. The board shall consist of the duly appointed members of the Metropolitan Area Planning Committee (“MAPC”) that have been appointed in accordance with City Ordinance 23-350, as amended. The members of the board shall elect from among their number a chairperson to serve for a term of one year, and shall appoint a secretary who may be an officer or employee of the city. No member shall receive any compensation for such member’s services.

SECTION 2. The original of Section 2.12.560 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 5. 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 14th day of July,
2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña,
City Attorney and Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

DATE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.12.560 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE BOARD OF ZONING APPEALS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

Section 1. Section 2.12.560 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Section 2.12.560. – Board of zoning appeals – Formation.

A board of zoning appeals is created. “Board” when used in Sections 2.12.560 through 2.12.610 of the city code, means the board of zoning appeals. The board shall consist of the duly appointed members of the Metropolitan Area Planning Committee (“MAPC”) that have been appointed in accordance with City Ordinance 23-350, as amended. ~~The board shall consist of seven members to be appointed by the mayor with the approval of the city council of the city. All of the members of the board shall be residents of the city. The terms of the members shall be for terms of four years each, except when vacancies occur prior to the expiration of a regular term. They shall be filled in the same manner as regular appointments, but shall serve only until the expiration of the term in which the vacancy occurred.~~ The members of the board shall elect from among their number a chairperson to serve for a term of one year, and shall appoint a secretary who may be an officer or employee of the city. ~~The city council of the city shall have~~

~~the power to remove any member of the board for cause after a public hearing.~~ No member shall receive any compensation for such member's services.

SECTION 2. The original of Section 2.12.560 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 5. 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 _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña,
City Attorney and Director of Law

**EXCERPT MINUTES OF THE MAY 21, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: DER2015-00004 - Amendment to Article II, Section II B.2.f of the Wichita Sedgwick County Unified Zoning Code: Board of Zoning Appeals means the board or boards appointed by the governing body of the City or the County.

BACKGROUND: Kansas Statute (K.S.A.) 12-759 et seq. states that any governing body which has enacted a zoning ordinance or resolution shall create a board of zoning appeals (BZA). The Wichita-Sedgwick Unified Zoning Code (UZC), Article VI, Section VI-E, authorizes the BZA to hear “variances” and “appeals of zoning administrator’s interpretations.” Variances are requests that allow for deviation from the basic development standards specified by the zoning code, such as, a reduction in minimum building setback, lot area or maximum building height. Variances may be granted by the BZA only when certain circumstances are found to be present. An appeal is a request by an aggrieved party for the BZA to review a decision or interpretation made by the zoning administrator, such as, if an unregistered use, structure or lot is nonconforming or illegal.

The City of Wichita adopted a zoning code in 1923. In 1985, Sedgwick County adopted a zoning code for the unincorporated portions of Sedgwick County. Up until January of 2013 the two jurisdictions had separate BZAs. The two BZAs has separate membership, bylaws and meeting schedules. The City Council appointed seven individuals to serve on the City’s BZA. The Board of County Commissioners appointed five individuals to serve on the County’s BZA. In January of 2013, the two BZAs were combined into one joint board known as the Wichita-Sedgwick County Board of Zoning Appeals.

Currently, the unified BZA has a membership of 14 individuals, seven individuals appointed by the City Council and seven by the Board of County Commissioners. On April 1, 2015, the Board of County Commission directed staff take the necessary steps to dissolve the unified BZA and re-establish an independent Sedgwick County BZA.

From a zoning code standpoint, the required step is an amendment to Article II, Section II-B.2.f of the UZC changing the current zoning code’s definition of the Board of Zoning Appeals to reflect two distinct BZAs. Currently the UZC defines the “board of zoning appeals” as “the Wichita-Sedgwick County Board of Zoning Appeals.” The proposed amendment would modify Article II, Section II-B.2.f to read “Board of Zoning Appeals means the board or boards appointed by the governing body of the City or the County.”

CONFORMANCE TO PLANS/POLICIES: As noted above, state law requires the establishment of a board of zoning appeals is the jurisdiction has enacted a zoning ordinance or resolution. The City of Wichita and Sedgwick County have adopted a zoning code, triggering a requirement that the two jurisdictions have either a unified board of zoning appeals or two separate boards.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the Metropolitan Area Planning Commission approve the requested change, the “Board of Zoning Appeals means the board or boards appointed by the governing body of the City or the County.” Approval of the request will comply with the Board

of County Commissioner's earlier action to direct staff to establish a separate Sedgwick County Board of Zoning Appeals; complies with state law requirements for the establishment of a board of zoning appeals if a zoning code has been adopted and will not detrimentally impact the delivery of variance or appeals services to county property owners.

DALE MILLER, Planning Staff presented the Staff Report.

DENNIS said for the record he was a City appointee. He said he thought this was a serious disturbance to the community and citizens of Sedgwick County that the Planning Commission is even being asked to do this. He said he was very distressed with the decision of the County Commission because all along there has been an effort to consolidate things in Sedgwick County and the City of Wichita and now they are being asked to split the BZA up. He asked if the current City BZA members would remain on the Board or will there also be a separate City BZA.

MILLER replied that staff understands that there would be a separate Sedgwick County Board of Zoning Appeals appointed by the Sedgwick County Commission and a separate City of Wichita Board of Zoning Appeals appointed by the City Council. He said staff's proposal was that the seven City Council appointees to the Planning Commission continue as the City of Wichita Board of Zoning appeals appointees.

DENNIS said he didn't see any choice in the matter unless there were questions so he guessed the Commission just needed to move to approve it.

NEUGENT indicated that she was a County appointee. She said when the BZA was originally consolidated she was still working for the City of Haysville and when it happened, some of the smaller communities were concerned about the significance of that move. She said having been a Planning Commissioner and having been at meetings she would agree with everything Commissioner Dennis said. She said she thinks this is nuts.

DAILEY said living in the unincorporated part of Sedgwick County and having previously served on the Sedgwick County Board of Zoning Appeals, he said he thought it was a mistake to combine the BZA Boards. He said he thinks you need people who are interested in what is in the County to decide what goes on in the County. He said he didn't see anyone giving a financial reason for taking the action. He said he feels consolidation isn't good in every case. He said in services and the building code he can agree with, but not on the zoning appeals. He said the City of Wichita should not tell people on the outer limits of Sedgwick County what to do and try to influence little cities to do what Wichita wants.

GOOLSBY commented to that although Commissioner Dailey lived in the unincorporated area of the County he was making comments on development in the City of Wichita. He added that one day the unincorporated area Commissioner Dailey lives in may be a part of the City of Wichita. He said he felt it was good to have, not necessarily consolidation; but collaboration; and dismantling the BZA speaks, in his opinion, of the intent of the County to enact chaos and not collaboration, and that does not sit well with him.

DAILEY said to him it was the City of Wichita trying to tell the outbound Sedgwick County what they can and can't do.

RAMSEY said he contends that every citizen of Wichita is a citizen of Sedgwick County.

DENNIS said he was a citizen of Sedgwick County who has been on the Planning Commission for nine (9) years and at no point has he ever made a decision that he felt would be detrimental to Sedgwick County. He said he takes exception to Commissioner Dailey's statement that he is not considerate of what is going on in the outlying areas. He said he is a citizen of Wichita, Sedgwick County, State of Kansas and United State of America. He said he supported the entire nation when he was in the military and will continue to support it in his capacity as a board member.

WARREN asked a procedural question; what would happen if the Commission voted against the proposal.

ROBERT PARNACOTT, ASSISTANT COUNTY COUNSELOR clarified that the Board of County Commissioners has already taken action to dissolve the BZA effective July 1, 2015. The County Commission will move forward with a separate five (5) member County BZA. He said the Planning Commission is being asked to amend the Unified Zoning Code (UZC) so that the definition of the Board of Zoning Appeals conforms to that action already taken. He noted that because this was an amendment of the zoning code text the by-laws require that a majority of the entire membership vote in favor of the motion in order for it to go forward. He said that would require eight (8) votes.

WARREN asked what happens if the wording in the UZC doesn't match up with reality.

PARNACOTT explained that the Planning Commission was making a recommendation whether or not to amend the Code. He said the governing body can override any recommendation by a super-majority vote. He said if that action does not happen, attorneys have ways of dealing with inconsistencies in Code. He said this would eliminate any ambiguity; however, if it did not change, the courts would figure it out. He concluded by saying that it would be better to have the Code match up with reality.

FOSTER asked how many County Board of Zoning Appeals cases the Board has heard.

MILLER responded that from 2005 -2014 there have been 22 County BZA applications and 98 City BZA cases. He said if you divided that up that would be 2.2 County cases per year.

FOSTER commented that it would be difficult to put a price tag on the separation but he mentioned the physical effort needed to accomplish another board meeting including additional staff time, packet mail out, setting up the meeting room, etc.

MILLER said instead of one mail out that includes both BZA and MAPC material, there will be a separate mail out, additional postage and staff time to set up a separate meeting but in the overall scheme of things those costs may be marginal given the number of times the County Board of Zoning Appeals meets.

RICHARDSON asked about County taxes being the same no matter where you lived in the County.

PARNACOTT responded that the County has a general mill levy that imposes the same tax whether you reside inside or outside the City.

RICHARDSON remarked so City residents pay both City and County taxes and have a vested interest in County business.

CHAIR GOOLSBY asked if anyone from the public was present to speak on the issue.

MOTION: To not approve staff recommendation for the requested change.

NEUGENT moved, **FOSTER** seconded the motion.

DENNIS said he thinks what is being done is stupid, but basically it has already happened so the Commission might as well do what needs to be done to make sure the UZC conforms to what has happened so he would like to make a substitute motion to approve staff recommendation on the item.

SUBSTITUTE MOTION: To approve subject to staff recommendation.

DENNIS moved, **B. JOHNSON** seconded the motion.

NEUGENT said she understands that at this point what the Planning Commission does makes absolutely no difference because the Board of County Commissioners has made a decision regardless of what any of the Planning Commissioners think. She said she also believes that not rubber stamping the County Commission decision and voting no is the only way to send a message that not everybody is in love with every action the County Commission is taking at this point.

DAILEY said he believes the UZC needs to conform to what the reality is for the public.

CHAIR GOOLSBY said so in the spirit of simplicity Commissioner Dailey should be advocating to keep the BZA together.

DAILEY said the Commission should make the UZC conform to what the County Commission has voted to do.

NEUGENT said she believes it would be a mistake for her to go along with a law change that she does not support, believe in, or thinks is really a benefit. She said she was speaking as a County representative who lives within an incorporated City that is not Wichita. She added as Commissioner Norton's appointment that might explain why her view is what it is.

WARREN clarified that if the Planning Commission votes for denial of the request, the County Commission has the ability to approve the request with a super majority.

PARNACOTT responded yes.

MCKAY asked if he had a conflict of interest because he has been contacted about being a member of the County Board of Zoning Appeals.

PARNACOTT said no it was not a conflict of interest since this was a legislative matter, not a quasi-judicial matter since the vote is on the body of laws adopted by the County Commission.

DENNIS clarified that it takes a 4-1 vote or super majority by the County Commission to override the Planning Commission's recommendation.

PARNACOTT indicated that was typically the way it worked but added that he would review the Statute. He said if the County Commission sends the item back to the Planning Commission to review, then it would take a simple majority to override it when it goes back to the County Commission.

KLAUSMEYER said as a County Commissioner appointee he was going to agree with Commissioner Neugent. He said he thought what the County Commission was doing was nuts in light of working on consolidation and streamlining things. He said he sees zero point in this action. He said if the combined Board wasn't working or if there were problems then that would be another matter.

The **SUBSTITUTE MOTION** to approve failed (5-7). **DENNIS, FOSTER, GOOSLBY, KLAUSMEYER, NEUGENT, RAMSEY** and **WARREN** – No.

The **ORIGINAL MOTION** to deny failed (7-5). **DAILEY, B. JOHNSON, MCKAY, MITCHELL** and **RICHARDSON** – No.

It was noted that eight (8) votes were needed so both motions failed.

DENNIS said he felt the Planning Commission needed to clarify the reason for the vote on the amendment to the Board of County Commissioners. He suggested a respectful letter from the Planning Commission Chair explaining that they are concerned citizen(s) of Sedgwick County interested in seeing consolidation in Wichita and Sedgwick County and not meaning any disrespect to the County Commissioners, let them understand that the Planning Commissioners feel they are all citizens of Sedgwick County.

MOTION: That the Commission draft a letter to more clearly articulate why it voted the way it did on the amendment.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (12-0).

PARNACOTT clarified that the minutes of this meeting with this recommendation not to approve will go forward to the County Commission. He said the letter might better explain since the minutes are not verbatim.

NEUGENT asked if the Planning Commission would see the letter. She said her reason is she is not a big fan of the term "consolidation" but she does like the terms cooperation and coordination.

GOOLSBY mentioned collaboration and working together. He mentioned bringing the letter back to the Commission June 4, 2015.

ORDINANCE NO. 50-038

AN ORDINANCE AMENDING ARTICLE II, SECTION II-B.2.f OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (July 9, 2009 Edition) AS ADOPTED BY REFERENCE IN CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451 DEALING WITH THE DEFINITION OF THE BOARD OF ZONING APPEALS.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City Council of the City of Wichita is authorized to adopt zoning regulations for the City of Wichita, Kansas, upon the recommendation of the Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC); and

WHEREAS, upon the recommendation of the MAPC the City Council has adopted by Ordinance No. 48-451a standard code entitled the “Wichita-Sedgwick County Unified Zoning Code, July 9, 2009 Edition”; and

WHEREAS, under the authority of K.S.A. 12-759, et seq., the City Council is authorized to establish a “board of zoning appeals”; and

WHEREAS, the MAPC has held public hearings as required by law and has made recommendations to the City Council for the amendment of such regulations; and

WHEREAS, the City Council desires to adopt the recommendations of the MAPC and to enact and adopt the recommended amendments to the UZC; and

WHEREAS, the City Council is authorized by K.S.A. 12-3301 et seq. to adopt by reference certain standard codes after notice and hearing.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA;

SECTION 1. Article II, Section II-B.2.f of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 48-451, is here by amended to read as follows:

Board of Zoning Appeals means the board or boards appointed by the governing body of the City or the County.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper, but not earlier than July 1, 2015.

PASSED AND ADOPTED by the governing body at Wichita, Kansas, this 14th day of July, 2015.

Jeff Longwell, Mayor

Approved as to form:

ATTEST:

Karen Sublett, City Clerk
(SEAL)

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Board Appointments
INITIATED BY: City Manager's Office
AGENDA: Council Member Appointments and Comments

Recommendation: Reappoint eligible citizens to positions on their respective advisory board.

Background: Trades boards are comprised of appointments from both the City Council and Board of County Commissioners. These include the Board of Code Standards and Appeals, the Board of Electrical Appeals, the Plumbers and Gas Fitters Board of Appeals, and the Mechanical Board. The individual boards and the Director of the Metropolitan Area Building and Construction Department (MABCD) recommend individuals for appointment to these boards based on criteria established in each boards' respective governing document.

Analysis: After receiving input from the Director of the MABCD, board members eligible for reappointment were identified. The City Council must fill these positions to maintain the boards' statutory composition.

Financial Considerations: There are no financial considerations

Legal Considerations: The Law Department has reviewed this action and approved it as to form.

Recommendations/Actions: It is recommended that City Council approve the appointments.

Attachments: Reappointment information for the individual trades boards.

TRADES BOARD REAPPOINTMENTS

BOARD OF CODE STANDARDS/APEALS

Board	Appointee	Councilmember	Reappoint/Replace	Next Term #
Code Standards	Russ Redford	Mayor Longwell	Reappoint	2
Code Standards	Larry Webb	Mayor Longwell	Reappoint	2
Code Standards	Bradley Doeden	Mayor Longwell	Reappoint	2
Code Standards	Randy Coonrod	Mayor Longwell	Reappoint	2
Code Standards	Francisco Banuelos	Mayor Longwell	Reappoint	2

BOARD OF ELECTRICAL APEALS

Board	Appointee	Councilmember	Reappoint/Replace	Next Term #
Electrical Appeals	Tom Naylor	Mayor Longwell	Reappoint	2
Electrical Appeals	Bradley Ragland	Mayor Longwell	Reappoint	2
Electrical Appeals	Cole Hawkins	Mayor Longwell	Reappoint	2
Electrical Appeals	Michael Kiliam	Mayor Longwell	Reappoint	2

PLUMBERS AND GAS FITTERS

Board	Appointee	Mayor Longwell	Reappoint/Replace	Next Term #
Plumbers/Gas Fitters	Ray Frederick	Mayor Longwell	Reappoint	3
Plumbers/Gas Fitters	Jerry Shortt	Mayor Longwell	Reappoint	2

MECHANICAL BOARD

Board	Appointee	Councilmember	Reappoint/Replace	Next Term #
Mechanical Board	Phil Sewell	Mayor Longwell	Reappoint	3
Mechanical Board	Frank Rash	Mayor Longwell	Reappoint	3
Mechanical Board	Dale Poort	Mayor Longwell	Reappoint	3
Mechanical Board	Randy Holm	Mayor Longwell	Reappoint	3

Wichita, Kansas
June 29, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Elizabeth Goltry, Budget Analyst, Budget Office, Jason Brogden, Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated June 22, 2015, were read and on motion approved.

Bids were opened June 26, 2015, pursuant to advertisements published on:

Kellogg, Cypress to Wiedemann (Kellogg, east of Rock) 54-87-KA2382-01/472-85031

Defer one week

First and Second Street Bike Lanes (First and Second Street, Grove to Seneca) 87TE-0396-01/472-85108 (707051)

Defer one week

Kellogg & I-235 Interchange Water Main Replacement-Phase 1 (Red Project) (south of Central, west of West Street) (448-90646/636327/755051) Traffic to be maintained during construction using flag persons and barricades. (District IV, VI)

Dondlinger and Sons - \$229,337.00

2015 Utility Cut Repair of Streets, Driveways and Sidewalks - Phase II (within City of Wichita city limits) (472-85229/132035/620701/636246/133116/) Traffic to be maintained during construction using flag persons and barricades. (District I, II, III, IV, V, VI)

Kansas Paving Company* - \$1,014,100.00 * Engineer's Estimate

Purchasing Manager recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
July 6, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated June 29, 2015, were read and on motion approved.

Bids were opened June 12, and 19, 2015, pursuant to advertisements published on:

Kellogg, Cypress to Wiedemann (Kellogg, east of Rock) 54-87-KA-2382-01/472-85031

Wildcat Construction - \$79,108,062.03

First and Second Street Bike Lanes (First and Second Street, Grove to Seneca) 87TE-0396-01/472-85108 (707051)

Traffic Control Services Inc. - \$583,697.85

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

Marty Strayer, Administrative Assistant, Department of Public Works reported that Phillips Southern Electric Company submitted an Annual Bid Bond, written by the Fidelity and Deposit Company of Maryland in the amount of 5 percent no event to exceed \$50,000.00, and dated April 19th, 2015, as bid security for items bid on by the Principal. In the event the total of such bid or bids exceeds the maximum amount which the bond will cover in accordance with the specifications at any one time, then sufficient bid security will be required. The bond was approved as to form by the Legal Department.

On motion the Board recommended that the annual bid bond be approved.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 7, 2015**

- a. Water Distribution System to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (448-90556/735530/470203) Does not affect existing traffic. (District II) - \$58,650.00
- b. Lateral 15, Main 13, Sanitary Sewer #23 to serve Falcon Falls 6th Addition (north of 45th Street North, west of Hillside) (468-84999/744382/480074) Does not affect existing traffic. (District I) - \$246,000.00
- c. 2015 Outsourced Pavement Preservation Program Street Repairs Phase 3 (Various Locations) (472-85227/132726/636246/620701/133116/132726/771633/664006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$186,750.00

To be Bid: June 19, 2015

PRELIMINARY ESTIMATE of the cost of:

Water Distribution System to serve Woods North 3rd Addition
(south of 29th Street North, west of 127th Street East)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, WL 6"	271	lf
2	Pipe, WL 8"	1,088	lf
3	Fire Hydrant Assembly	2	ea
4	Valve Assembly, Blowoff 2"	2	ea
5	Valve Assembly, 8"	1	ea
6	Valve Assembly, Anchored 8", Special	1	ea
7	Maintain Existing BMPs	1	LS
8	Seeding	1	LS
9	Site Clearing	1	LS
10	Site Restoration	1	LS

Construction Subtotal

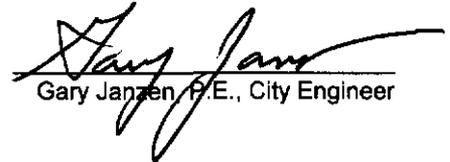
Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost

\$58,650.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

To be Bid:

June 19, 2015

PRELIMINARY ESTIMATE of the cost of:

Lateral 15, Main 13, Sanitary Sewer #23 to serve Falcon Falls 6th Addition
(north of 45th Street North, west of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, SS 8"	3,785	lf
2	Air Testing, SS Pipe	3,785	lf
3	Riser Assembly 4", Manhole Stub	7	ea
4	Riser Assembly 4", Vertical	9	ea
5	MH, Connect to Existing	1	ea
6	MH, Standard SS (4')	14	ea
7	MH, Shallow SS (4')	1	ea
8	MH, Standard SS (5')	1	ea
9	Fill, Flowable	33	lf
10	Seeding, Temporary	1	LS
11	Site Clearing	1	LS
12	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

13	Concrete Encasement 8", Reinforced	40	lf
14	MH, Joint Wrap	70	lf
15	BMP, Construction Entrance	1	ea
16	BMP, Mulch Wattle	400	lf
17	BMP, Erosion Control Berm	1,750	lf
18	BMP, Silt Fence	688	lf

Construction Subtotal

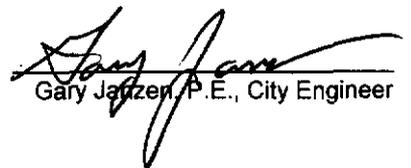
Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost

\$246,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

480074 (744382) 468-84999
Page _____

EXHIBIT

To be Bid:

June 19, 2015

PRELIMINARY ESTIMATE of the cost of:
 2015 Outsourced Pavement Preservation Program Street Repairs Phase 3
 (Various Locations)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (132726)		
1	Comb. Curb & Gutter Repair	150 lf
2	Partial Depth Asphalt Repair	467 tn
3	Full Depth Asphalt Repair	100 tn
4	Crushed Rock	30 tn
5	Thermal Crack Repair (Heavy Duty)(2.5' wide)	3,500 lf
MEASURED QUANTITY BID ITEMS (636246)		
6	Valve box adjustment	2 ea
MEASURED QUANTITY BID ITEMS (620701)		
7	Adj. SS MH using New Ring & Lid	2 ea
8	Adj. SS MH using New Ring & Lid (Wide Flange)	1 ea
9	Adj. SS MH Ring & Lid	2 ea
MEASURED QUANTITY BID ITEMS (133116)		
10	SWS Manhole Adjustment w/new Ring & Lid	2 ea
11	Adj. SWS MH using new Ring & Lid (Wide Flange)	2 ea
12	Adj. SWS MH Ring & Lid only	2 ea

Construction Subtotal _____

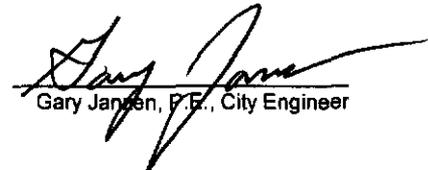
Engineering & Inspection
 Administration
 Publication
 Contingency

Total Estimated Cost _____

\$186,750.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Jansen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

 City Clerk

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Paving and Drainage Improvements for 111th Street, South of Kellogg (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the petition and adopt the resolution.

Background: The section of 111th Street south of Kellogg Avenue and east of 119th Street West is currently unpaved. This portion of 111th Street is populated by industrial and commercial businesses. A petition signed by 100% of the resident owners, representing 100% of the improvement district area, was submitted in support of the proposed pavement and drainage improvements. The petition is valid per Kansas Statute 12-6a01.

Analysis: The proposed improvements consist of paving 111th Street to the south, beginning at the south frontage road of Kellogg Drive. Project limits extend approximately 550 feet south, to include paving a cul-de-sac at the end of the City's road right-of-way. The improvements will bring the currently unpaved street to industrial standards. The project also includes drainage improvements.

Financial Considerations: The estimated cost of the improvements is \$230,000, with 100% of the final cost being assessed to the improvement district on a square foot basis, over 15 years. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

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

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

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



Paving Improvements for 111th Street

Legend:

- Proposed Pavement
- Improvement District
- Signed Area



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-85228

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: 7-7-15 REQUEST DATE: _____

PROJECT #: 490364 PROJECT TITLE: 111th St, S. of Kellogg

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 111th St, S. of Kellogg

OCA #: 766342 OCA TITLE: 111th St, S. of Kellogg

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

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$230,000.00</u>	<u>2999 Contractuals</u>	<u>\$230,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$230,000.00

EXPENSE TOTAL: \$230,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DEPARTMENT HEAD: _____

DATE: 06/16/15

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

RECEIVED

JUN - 5 '15

CITY CLERK OFFICE

472 - 85228

PETITION

(Paving – Mel Hambelton 2nd Addition, Wickes Addition, Horton Addition, Unplatted Tracts in Section 31 Township 27 Range 1W/S. of Kellogg Drive, E. of 119th Street)

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

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

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

Construction of pavement on 111th Street from the south line of W. Kellogg Drive to south line of Lot 1 of the Wickes Addition, with drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$230,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

UNPLATTED TRACTS IN SECTION 31 TOWNSHIP 27 S RANGE 1W

BEG 511.84 FT S NE COR NW 1/4 W 208 FT S 225.74 FT M-L TO N LI ROW NE TO PT S OF BEG
N 178.65 FT TO BEG (D 0063400UP)

S 109.42 FT N 511.84 FT E 208 FT NW1/4 EXC E 30 FT FOR RD. (D 0062800UP)

N 100 FT S 209.42 FT N 511.84 FT E 208 FT NW1/4 EXC E 30 FT FOR ST (D 0062801UP)

S 209.42 FT N 302.42 FT E 208 FT NW1/4 EXC E 30 FT FOR RD & EXC N 70 FT THEREOF (D
0062600UP)

BEG S LI HWY 54 & 208 FT W OF E LI NW1/4 S 300 FT W 100 FT N 300 FT E 100 FT TO BEG
EXC N 40 FT TAKEN FOR HWY IN COND. CASE 01C-1340 (D 0063000UP)

BEG S LI HWY 54 & 30 FT W OF E LI NW1/4 W 178 FT S 70 FT E 178 FT N 70 FT TO BEG EXC
PART TAKEN FOR HWY IN COND. CASE 01C-1340 (D 0062700UP)

MEL HAMBELTON 2ND ADDITION

LOT 1 BLOCK A

WICKES ADDITION

LOT 1 EXC N 90 FT E 10 FT THEREOF BLOCK A

HORTON ADDITION

LOT 2 EXC E 50 FT THEREOF BLOCK A

E 50 FT LOT 2 BLOCK A &

W 67.5 FT OF LOT 1 BLOCK A

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

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

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

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

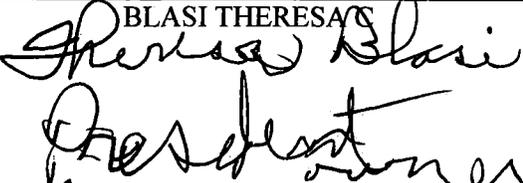
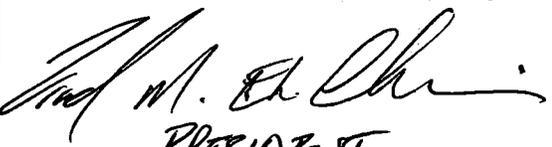
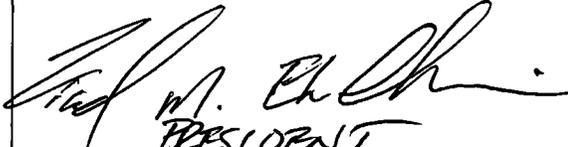
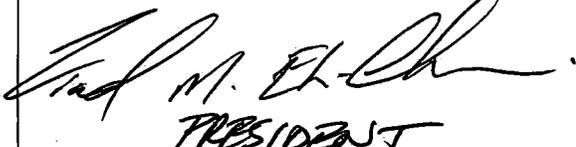
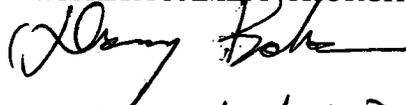
- (f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

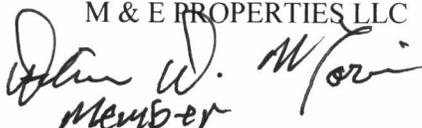
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

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

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **May 19, 2015.**

Signature	Dated	Property Owned Within Proposed Improvement District
UNPLATTED TRACTS IN SECTION 31 TOWNSHIP 27 RANGE 1W		
BLASI THERESA  President	06/04/15	BEG 511.84 FT S NE COR NW1/4 W 208 FT S 225.74 FT M-L TO N LI ROW NE TO PT S OF BEG N 178.65 FT TO BEG
OUT OF THE BOX INVESTMENTS LLC  President	6-4-15	S 109.42 FT N 511.84 FT E 208 FT NW1/4 EXC E 30 FT FOR RD.
PINECREST INVESTMENTS LLC  PRESIDENT	6/4/15	N 100 FT S 209.42 FT N 511.84 FT E 208 FT NW1/4 EXC E 30 FT FOR ST
PINECREST INVESTMENTS LLC  PRESIDENT	6/4/15	S 209.42 FT N 302.42 FT E 208 FT NW1/4 EXC E 30 FT FOR RD & EXC N 70 FT THEREOF
PINECREST INVESTMENTS LLC  PRESIDENT	6/4/15	BEG S LI HWY 54 & 208 FT W OF E LI NW1/4 S 300 FT W 100 FT N 300 FT E 100 FT TO BEG EXC N 40 FT TAKEN FOR HWY IN COND. CASE 01C- 1340
PINECREST INVESTMENTS LLC  PRESIDENT	6/4/15	BEG S LI HWY 54 & 30 FT W OF E LI NW1/4 W 178 FT S 70 FT E 178 FT N 70 FT TO BEG EXC PART TAKEN FOR HWY IN COND. CASE 01C- 1340
MEL HAMBELTON 2ND ADDITION		
OUT OF THE BOX INVESTMENTS LLC  President	06/4/15	LOT 1 BLOCK A
WICKES ADDITION		
WICHITA FAMILY CHURCH INC  Senior pastor / V.P.	06/4/15	LOT 1 EXC N 90 FT E 10 FT THEREOF BLOCK A

HORTON ADDITION		
BBJ LLC  member	6-4-15	LOT 2 EXC E 50 FT THEREOF BLOCK A
M & E PROPERTIES LLC  member	06/04/15	E 50 FT LOT 2 BLOCK A & W 67.5 FT OF LOT 1 BLOCK A

THIS PETITION was filed in my office on June 5, 2015.




 Deputy City Clerk

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-201

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – MEL HAMBELTON 2ND ADDITION, WICKES ADDITION, HORTON ADDITION, UNPLATTED TRACTS IN SECTION 31 TOWNSHIP 27 RANGE 1W/SOUTH OF KELLOGG DRIVE, EAST OF 119TH STREET) (472-85228).

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by either a **majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

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

Construction of pavement on 111th Street from the south line of West Kellogg Drive to south line of Lot 1 of the Wickes Addition, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Thirty Thousand Dollars (\$230,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within 2 years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

UNPLATTED TRACTS IN SECTION 31 TOWNSHIP 27 S RANGE 1W

BEG 511.84 FT S NE COR NW 1/4 W 208 FT S 225.74 FT M-L TO N LI ROW NE TO PT S OF BEG N 178.65 FT TO BEG (D 0063400UP)
S 109.42 FT N 511.84 FT E 208 FT NW1/4 EXC E 30 FT FOR RD. (D 0062800UP)
N 100 FT S 209.42 FT N 511.84 FT E 208 FT NW1/4 EXC E 30 FT FOR ST (D 0062801UP)
S 209.42 FT N 302.42 FT E 208 FT NW1/4 EXC E 30 FT FOR RD & EXC N 70 FT THEREOF (D 0062600UP)
BEG S LI HWY 54 & 208 FT W OF E LI NW1/4 S 300 FT W 100 FT N 300 FT E 100 FT TO BEG EXC N 40 FT TAKEN FOR HWY IN COND. CASE 01C-1340 (D 0063000UP)
BEG S LI HWY 54 & 30 FT W OF E LI NW1/4 W 178 FT S 70 FT E 178 FT N 70 FT TO BEG EXC PART TAKEN FOR HWY IN COND. CASE 01C-1340 (D 0062700UP)

MEL HAMBELTON 2ND ADDITION

LOT 1 BLOCK A

WICKES ADDITION

LOT 1 EXC N 90 FT E 10 FT THEREOF BLOCK A

HORTON ADDITION

LOT 2 EXC E 50 FT THEREOF BLOCK A
E 50 FT LOT 2 BLOCK A &
W 67.5 FT OF LOT 1 BLOCK A

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

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Revised Sanitary Sewer Extension Petition for Vassar Street (District III)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the revised petition and adopt the amending resolution.

Background: On March 3, 2015, the City Council approved a petition for sanitary sewer improvements to serve an unplatted tract on Vassar Street. The developer has submitted a revised petition with an increased budget. The signature on the petition represents 100% of the resident owners and 100% of the improvement district area. The petition is valid per Kansas Statute 12-6a01.

Analysis: The project will extend a sanitary sewer lateral from the existing line southeast of the property to 1040 South Vassar, north of Harry, east of Hillside.

Financial Considerations: The original petition amount for the sanitary sewer extension was \$20,000. The revised petition amount has an increase of \$5,000, making the new sanitary sewer petition total \$25,000, with 100% being assessed to the improvement district, over 20 years.

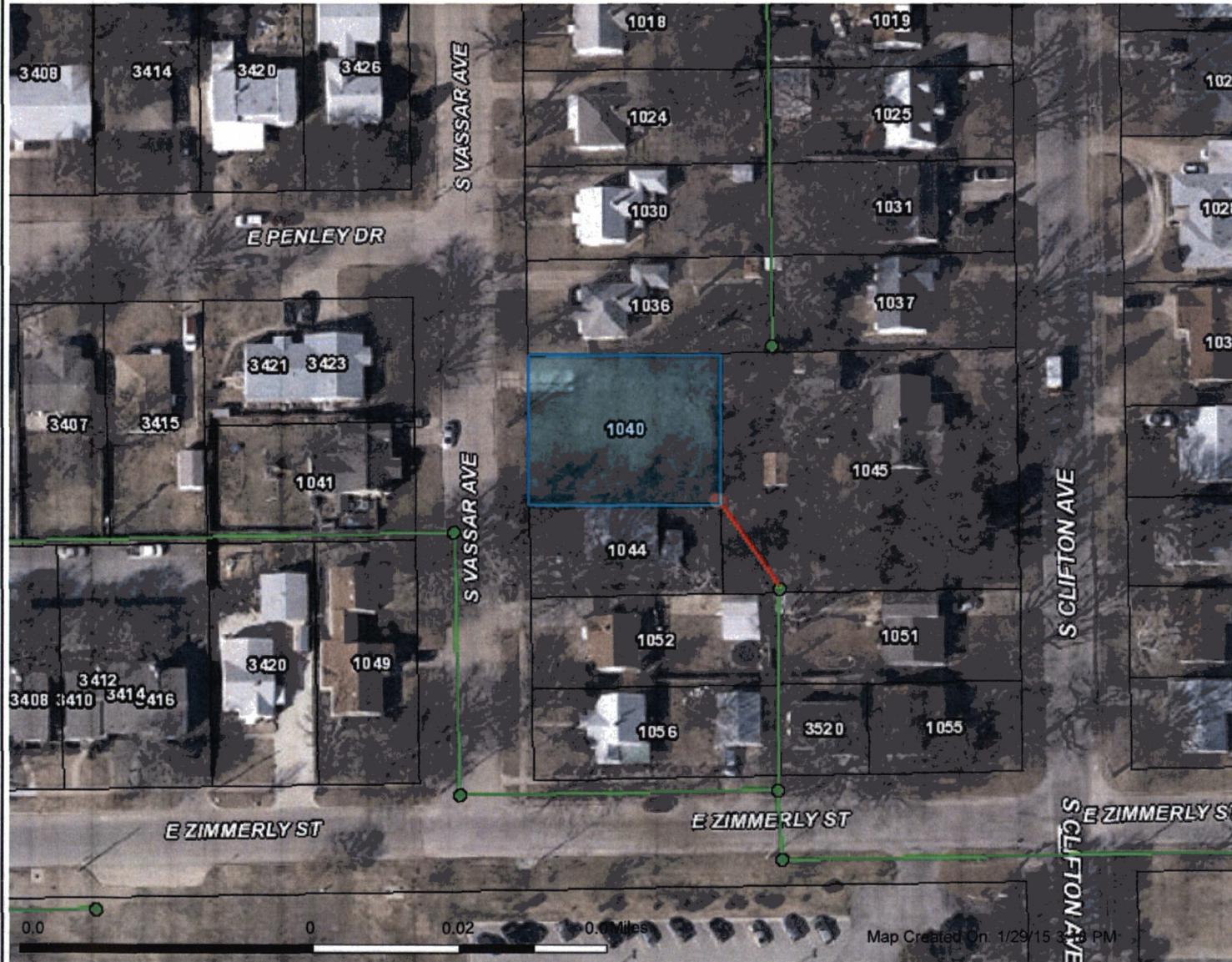
Legal Considerations: The revised petition and amending resolution have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the amending resolution, approve the revised petition, and authorize the necessary signatures, including those for the acquisition and granting of easements, utility relocation agreements, and all required permits.

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



Proposed Sewer for 1040 S. Vassar



Legend

- Parcels
- Sewer Manholes
- Sewer Mains

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

1: 978



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-85022

COUNCIL DISTRICT: 03 Council District 3 DATE COUNCIL APPROVED: 7-7-15 REQUEST DATE: _____

PROJECT #: 480080 PROJECT TITLE: Lat 133 SS No. 23 at 1040 S Vassar

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Lat 133 SS No. 23 at 1040 S Vassar

OCA #: 744388 OCA TITLE: Lat 133 SS No. 23 at 1040 S Vassar

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

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9730 S.A. Bonds</u>	\$20,000.00	\$5,000.00	\$25,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$20,000.00	\$5,000.00	\$25,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 Contractuals</u>	\$20,000.00	\$5,000.00	\$25,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$20,000.00	\$5,000.00	\$25,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: _____ *[Signature]*

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____ *[Signature]*

CITY MANAGER: _____

Print Form

DATE: 06/11/15

DATE: _____

DATE: 6/15/15

DATE: _____

RECEIVED

JUN - 1 '15
Revises 468-85022

CITY CLERK OFFICE
Lateral 133, SS No. 23

PETITION

(Sanitary Sewer – Unplatted Tract in S26-T27S-R1E/N. of Harry, E. of Hillside)

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

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

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

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$25,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Tract 1: BEGINNING 131.6 FEET N & 196 FEET W SE CORNER NW 1/4 SW 1/4 N 131.6 FEET W 135 FEET S 131.6 FEET E 135 FEET TO BEGINNING EXCEPT S 50.6 FEET THEREOF SEC 26-27-1E

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

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

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

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

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

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

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **June 1, 2015**.

Signature	Dated	Property Owned Within Proposed Improvement District
<p>ELEVATION LLC</p> 	<p>6/1/15</p>	<p>BEGINNING 131.6 FEET N & 196 FEET W SE CORNER NW 1/4 SW 1/4 N 131.6 FEET W 135 FEET S 131.6 FEET E 135 FEET TO BEGINNING EXCEPT S 50.6 FEET THEREOF SEC 26-27-1E</p>

THIS PETITION was filed in my office on June 1, 2015




 Deputy City Clerk

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-202

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 133, SANITARY SEWER NO. 23 – UNPLATTED TRACT/NORTH OF HARRY EAST OF HILLSIDE) (468-85022).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore **by Resolution No. 15-063** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

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

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

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

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

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

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

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

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

Construction of a lateral sanitary sewer (Lateral 133, Sanitary Sewer No. 23), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **Twenty-Five Thousand Dollars (\$25,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Tract 1: BEGINNING 131.6 FEET N & 196 FEET W SE CORNER NW ¼ SW ¼ N 131.6 FEET W 135 FEET S 131.6 FEET E 135 FEET TO BEGINNING EXCEPT S 50.6 FEET THEREOF SEC 26-27-1E

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Petitions for Improvements to NewMarket Office Second Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new and revised petitions and adopt the new and amending resolutions.

Background: On April 26, 2011, the City Council approved petitions for paving and water distribution improvements to serve the NewMarket Office Second Addition. The developer has submitted revised petitions with increased budgets as well as new petitions for paving and sanitary sewer improvements. The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for a lot split and are valid per Kansas Statute 12-6a01.

Analysis: The projects will provide paving, water distribution, and sanitary sewer improvements required for a new commercial development located north of 29th Street North, west of Maize Road.

Financial Considerations: The original paving and water distribution petitions were to serve portions of Lots 3 and 4 in Block 1 of the improvement district. The original paving petition was for \$520,000 and the original water distribution petition was for \$25,000. The revised petition totals for portions of Lots 3 and 4 in Block 1 are \$678,000 for paving improvements, and \$58,000 for water distribution improvements. The new paving and sanitary sewer petitions that serve a portion of Lot 4 in Block 1 are \$364,000 for paving improvements, and \$48,000 for sanitary sewer improvements. The total of all petitions is \$1,148,000. The funding source for all projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the new and revised petitions and new and amending resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the new and revised petitions, adopt the new and amending resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, new and revised petitions, and new and revised resolutions.

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-84991

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 7-7-15 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Paving Ph 2 Newmarket Office 2nd Addition

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: Paving Ph 2 Newmarket Office 2nd Addition

OCA #: _____ OCA TITLE: Paving Ph 2 Newmarket Office 2nd Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$678,000.00</u>	<u>2999 Contractuals</u>	<u>\$678,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$678,000.00

EXPENSE TOTAL: \$678,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED



DIVISION HEAD: *Tony Jones*

DATE: 06/11/15

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: *Cheryl Busada*

DATE: 6/15/15

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85225

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 7-7-15

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: Paving Access Road Newmarket Office 2nd Addition

PROJECT DETAIL #: _____

PROJECT DETAIL DESCRIPTION: Paving Access Road Newmarket Office 2nd Addition

OCA #: _____

OCA TITLE: Paving Access Road Newmarket Office 2nd Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

<u>Object Level 3</u>	<u>Budget</u>	<u>Object Level 3</u>	<u>Budget</u>
<u>9730 S.A. Bonds</u>	<u>\$364,000.00</u>	<u>2999 Contractuals</u>	<u>\$364,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$364,000.00

EXPENSE TOTAL: \$364,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

[Signature]

DATE: 06/11/15

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

[Signature]

DATE: 6/15/15

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-85039

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 7-7-15 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: SS Ph 2A Newmarket Office 2nd Addition /LAT 24, MAIN 7, NIS

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: SS Ph 2A Newmarket Office 2nd Addition /LAT 24, M7, NIS

OCA #: _____ OCA TITLE: SS Ph 2A Newmarket Office 2nd Addition /LAT 24, M7 NIS

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$48,000.00	2999 Contractuals	\$48,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$48,000.00

EXPENSE TOTAL: \$48,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: *[Signature]*

DATE: 06/11/15

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: *[Signature]*

DATE: 6/15/15

CITY MANAGER: _____

DATE: _____



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90524

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 7-7-15

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: WDS Newmarket Office 2nd Addition

PROJECT DETAIL #: _____

PROJECT DETAIL DESCRIPTION: WDS Newmarket Office 2nd Addition

OCA #: _____

OCA TITLE: WDS Newmarket Office 2nd Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$58,000.00	2999 Contractuals	\$58,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$58,000.00

EXPENSE TOTAL: \$58,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: 06/11/15

DEPARTMENT HEAD: _____

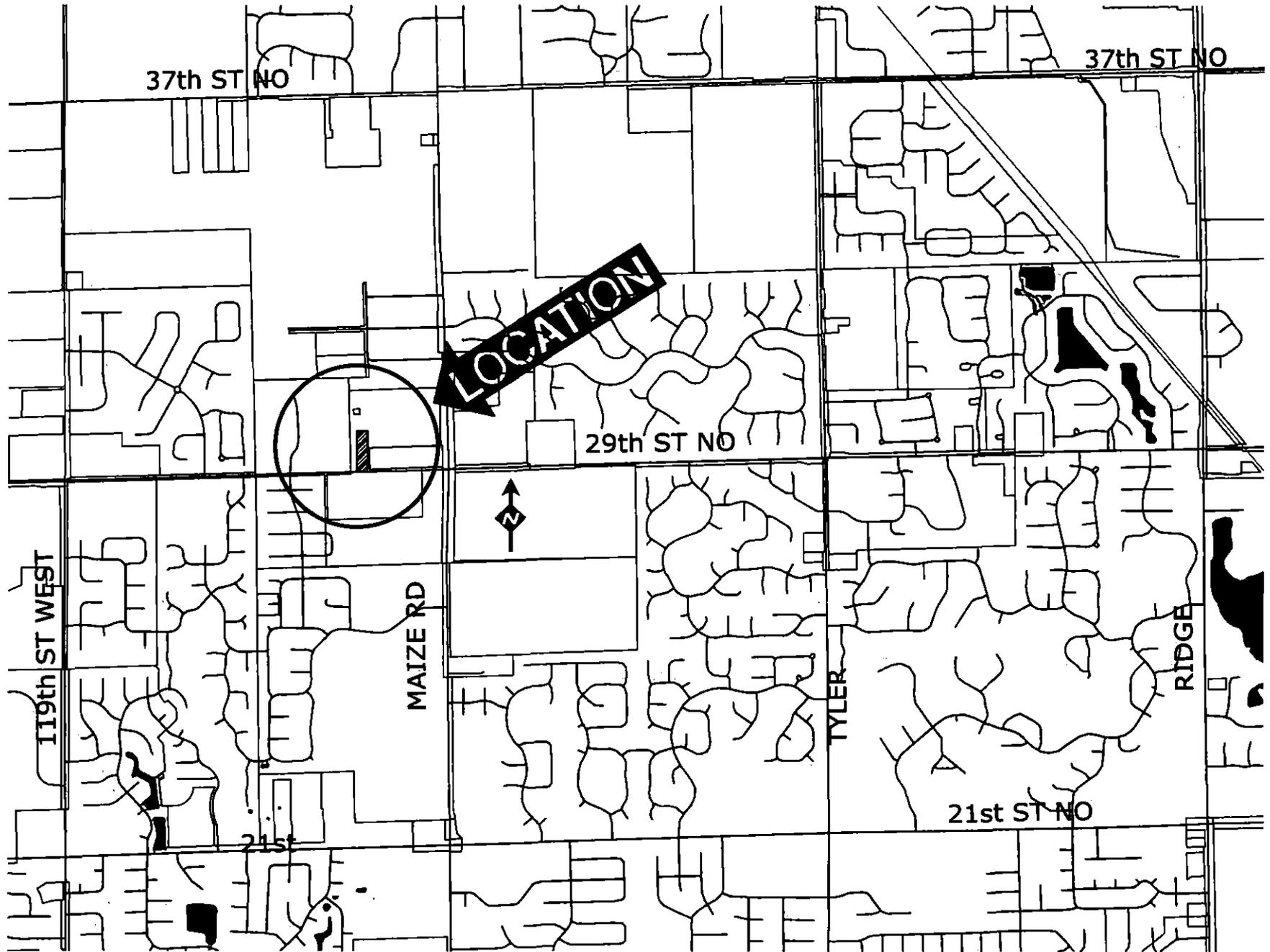
DATE: _____

BUDGET OFFICER: _____

DATE: 6/15/15

CITY MANAGER: _____

DATE: _____



MAY 27 '15

**PETITION
PAVING IMPROVEMENTS –NEWMARKET OFFICE 2ND CITY CLERK OFFICE
PHASE 2**

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

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

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

Construction of pavement on Parkdale Circle from the south line of Reserve “D” to and including cul-de-sac, with drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$678,000 (Six Hundred Seventy Eight Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Lots 3 & 4, Block 1 Newmarket Office 2nd

(d) The proposed method of assessment is: **on a fractional basis as described below:**

Lot 3, Block 1 shall pay 34.1%
Lot 4, Block 1 shall pay 65.9%
of the Improvement District portion of the total cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

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

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

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

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
	5/26/15	Lots 3 & 4, Block 1 Newmarket Office 2nd

THIS PETITION was filed in my office on May 27, 2015




Deputy City Clerk

Project: Newmarket Office 2nd
 Type: Paving & Incidental Drainage
 Date: 2/18/2011 Revised 5/22/2015
 Prep. by PEC
 Project # 35-15120-6925 (prev. 36-10553-6364)

Paving & Incidental Drainage - Phase 2					
Item No.	Approx Quantity	Unit	Item	Unit Cost	Total Cost
	1525	SY	7" A.C. Pavement (5" Bit. Base)	\$32.00	\$48,800.00
	3350	SY	8" Reinf. Crushed Rock Base	\$12.00	\$40,200.00
	8800	SF	4" Sidewalk Concrete Pavement	\$4.00	\$35,200.00
	4	EA	Wheelchair Ramp	\$800.00	\$3,200.00
	1250	LF	Comb. Curb & Gutter (Std.)	\$12.00	\$15,000.00
	700	LF	Median Curb & Gutter	\$12.00	\$8,400.00
	315	SY	Crosswalk Pavers	\$70.00	\$22,050.00
	240	SY	Intersection Decorative Pavers	\$70.00	\$16,800.00
	4	EA	Curb Inlet Hookup	\$750.00	\$3,000.00
	150	LF	24" RCP	\$50.00	\$7,500.00
	1	EA	24" RC Headwall	\$3,500.00	\$3,500.00
	2	EA	Type IA Curb Inlet (L=10'-0")	\$5,000.00	\$10,000.00
	60	LF	Flowable Fill	\$50.00	\$3,000.00
	95	LF	PVC Pipe Sleeves	\$20.00	\$1,900.00
	115	SY	Light Stone Riprap	\$50.00	\$5,750.00
	1550	CY	Unclassified Excavation	\$5.00	\$7,750.00
	1	LS	RCB - Lights/Columns/Handrails	\$40,000.00	\$40,000.00
	1	LS	Irrigation	\$25,000.00	\$25,000.00
	1	LS	Signing	\$3,250.00	\$3,250.00
	1	LS	Street Lighting	\$30,000.00	\$30,000.00
	1	LS	Erosion Protection	\$8,500.00	\$8,500.00
	1	LS	Site Clearing	\$5,000.00	\$5,000.00
	1	LS	Site Restoration	\$12,000.00	\$12,000.00
	80	LF	Reinf. Conc. Box (3 Cell - 8'x4')	\$1,600.00	\$128,000.00
			Total Construction Estimate		\$483,800.00
			30% Project Costs		\$145,140.00
			10% Contingencies		\$48,380.00
			Total Project Estimate		\$677,320.00
			Petition Amount		\$678,000

NEWMARKET OFFICE 2ND

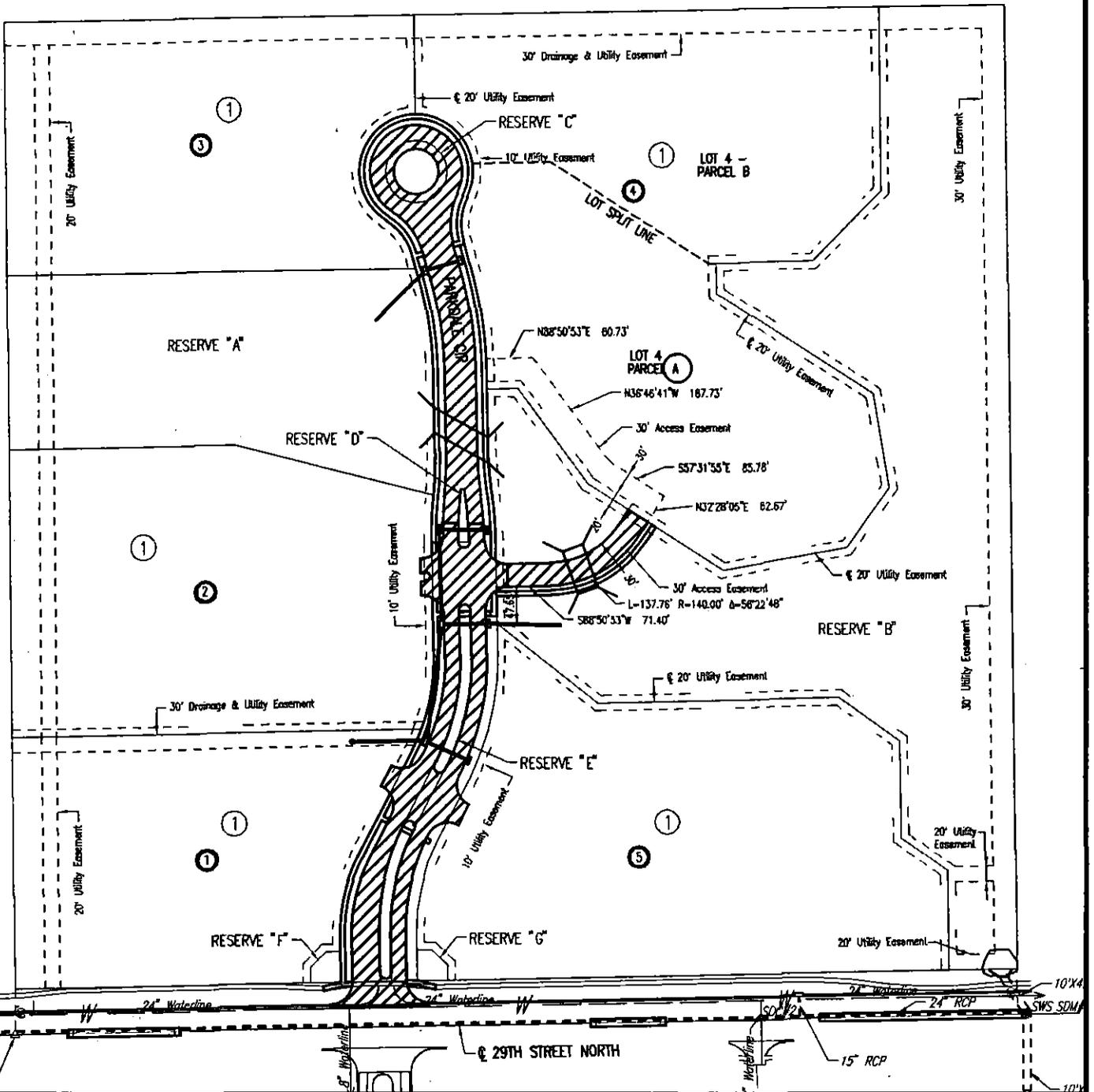
AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

PAVING & INCIDENTAL DRAINAGE

PHASE 1 ○
 PHASE 2 ○
 ACCESS ROAD ○

SCALE: 1" = 200'

U:\Wichita-Civil\2015\15120\000\Muni Drawings\Petition Maps\15120-Paving & Incidental Drainage



472-85225

\$

**PETITION
PAVING IMPROVEMENTS ACCESS ROAD –NEWMARKET OFFICE 2ND**

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

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

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

Construction of pavement for an access road from the east line of Parkdale Circle to the southwesterly line of Lot 4, Block 1, with drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$364,000 [Three Hundred Sixty Four Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

See “Exhibit A” attached hereto

(d) The proposed method of assessment is: **on a fractional basis as described below:**

Property described in “Exhibit ‘A’ attached hereto shall pay 100% of the Improvement District portion of the total cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

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

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

PEC Project 35-15120-000-6925
Paving Petition

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

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
<i>[Handwritten Signature]</i>	5/26/15	Property as described in Exhibit "A"

THIS PETITION was filed in my office on May 27, 2015



[Handwritten Signature]
Deputy City Clerk

EXHIBIT 'A'
(Lot 4 – Parcel A)

Part of Lot 4, Block 1, Newmarket Office 2nd, an Addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot 4; Thence Bearing S00°44'48"E, along the East line of said Lot 4, a distance of 240.00 feet; Thence Bearing S44°07'45"W, a distance of 127.55 feet; Thence Bearing S89°00'18"W, a distance of 127.10 feet to the **POINT OF BEGINNING**; Thence Bearing S00°59'42"E, a distance of 40.00 feet; Thence Bearing S57°31'55"E, a distance of 242.72 feet; Thence Bearing S09°42'49"E, a distance of 124.70 feet; Thence Bearing S35°05'01"W, a distance of 95.68 feet; Thence Bearing S79°52'52"W, a distance of 165.54 feet; Thence Bearing N57°31'55"W, a distance of 210.57 feet; Thence Bearing N36°46'41"W, a distance of 154.51 feet; Thence Bearing S88°50'53"W, a distance of 40.00 feet; Thence Bearing N01°09'07"W, a distance of 26.05 feet to a curve to the left; Thence along said curve to the left (tangent), having a radius of 535.00 feet, a chord bearing of N08°34'24"W, a chord distance of 138.21 feet, through a central angle of 14°50'35" for an arc distance of 138.60 feet; Thence Bearing N15°59'42"W, a distance of 33.46 feet to a curve to the right; Thence along said curve to the right (tangent), having a radius of 75.50 feet, a chord bearing of N05°23'04"E, a chord distance of 55.05 feet, through a central angle of 42°45'31" for an arc distance of 56.34 feet to a point of reverse curvature; Thence northerly along a curve to the left, having a radius of 75.00 feet, a chord bearing of N09°09'18"E, a chord distance of 45.38, through a central angle of 35°13'04" for an arc length of 46.10 feet; Thence Bearing N89°00'18"E, a distance of 102.46 feet; Thence Bearing S57°31'55"E, a distance of 245.59 feet; Thence Bearing N89°00'18"E, a distance of 9.91 feet to the **POINT OF BEGINNING**. (Said tract of land containing 3.960 acres, more or less)

Project: Newmarket Office 2nd
 Type: Paving & Incidental Drainage
 Date: 2/16/2015 Revised 5/22/2015
 Prep. by PEC
 Project # 35-15120-6925

Paving & Incidental Drainage - Access Road					
Item No.	Approx Quantity	Unit	Item	Unit Cost	Total Cost
	620	SY	7" A.C. Pavement (5" Bit. Base)	\$32.00	\$19,840.00
	790	SY	8" Reinf. Crushed Rock Base	\$12.00	\$9,480.00
	1900	SF	4" Sidewalk Concrete Pavement	\$4.00	\$7,600.00
	445	LF	Comb. Curb & Gutter (Std.)	\$12.00	\$5,340.00
	2	EA	Curb Inlet Hookup	\$750.00	\$1,500.00
	2	EA	Type IA Curb Inlet (L=5'-0")	\$4,500.00	\$9,000.00
	150	SY	Light Stone Riprap	\$50.00	\$7,500.00
	750	CY	Unclassified Excavation	\$5.00	\$3,750.00
	1	LS	RCB - Lights/Columns/Handrails	\$40,000.00	\$40,000.00
	1	LS	Irrigation	\$20,000.00	\$20,000.00
	1	LS	Street Lighting	\$15,000.00	\$15,000.00
	1	LS	Erosion Protection	\$3,000.00	\$3,000.00
	1	LS	Site Clearing	\$1,500.00	\$1,500.00
	1	LS	Site Restoration	\$4,000.00	\$4,000.00
	70	LF	Reinf. Conc. Box (3 Cell - 8'x4')	\$1,600.00	\$112,000.00
Total Construction Estimate					\$259,510.00
30% Project Costs					\$77,853.00
10% Contingencies					\$25,951.00
Total Project Estimate					\$363,314.00
Petition Amount					\$364,000

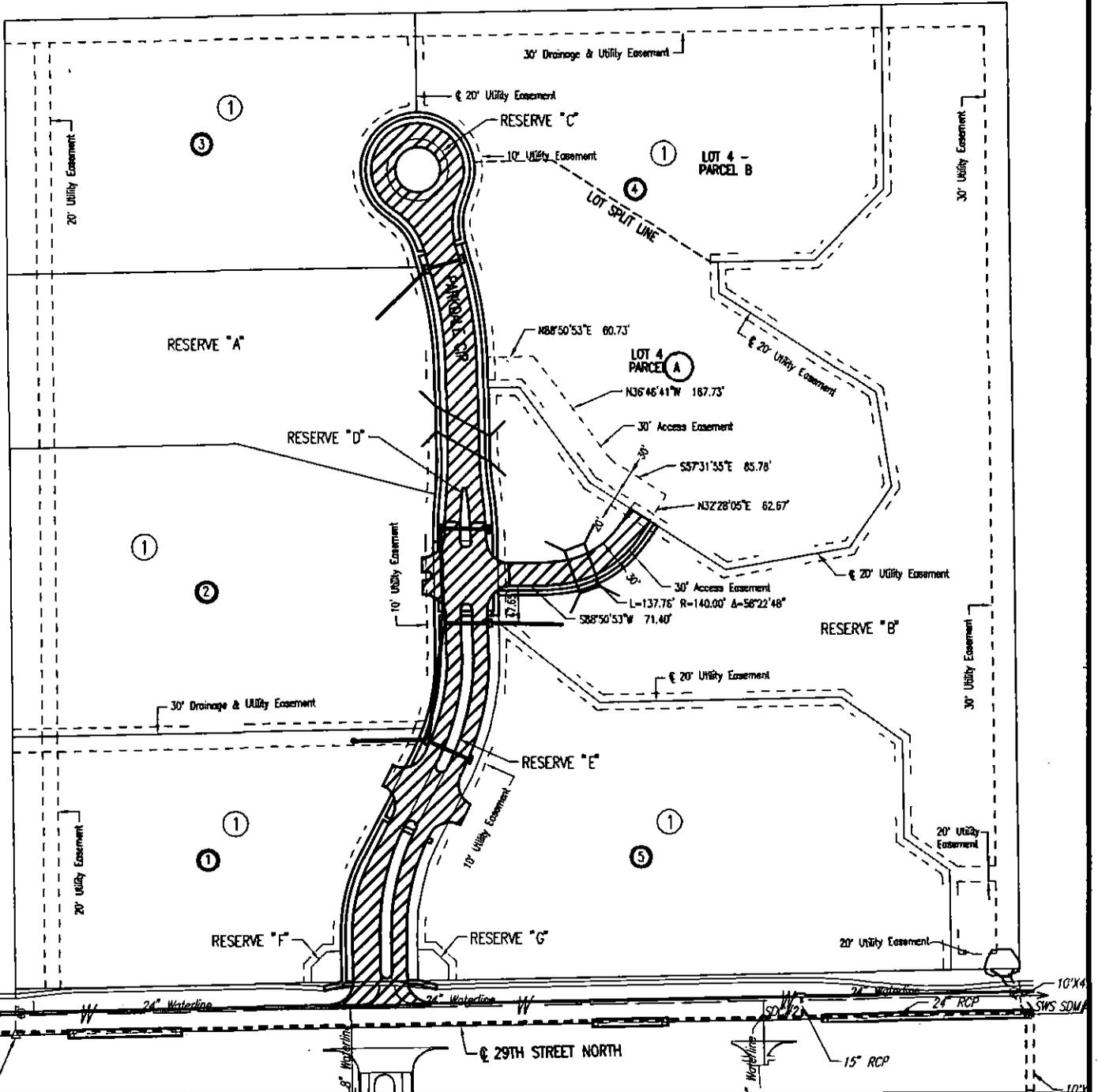
NEWMARKET OFFICE 2ND

AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

PAVING & INCIDENTAL DRAINAGE

- PHASE 1 ○
- PHASE 2 ○
- ACCESS ROAD ○

SCALE: 1" = 200'



U:\Wichita-Civil\2015\15120\000\Muni\Drawings\Petition Maps\15120-Paving & Incidental Drainage

RECEIVED

MAY 21 '15

CITY CLERK OFFICE

PETITION
SANITARY SEWER IMPROVEMENTS – NEWMARKET OFFICE 2ND
PHASE 2A

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

468-85039
Lot 24, Main 7, NWI

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

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

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$48,000 [Forty Eight Thousand Dollars]**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

See Exhibit 'A' attached hereto

(d) The proposed method of assessment is: on a fractional basis as described below:

Property described in Exhibit 'A' attached hereto shall pay 100% of the Improvement District portion of the total cost.

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

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

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

PEC Project No. 35-15120-000-6925
Sanitary Sewer Petition

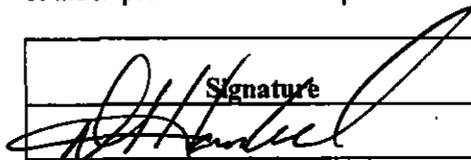
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
	5/20/15	Property As Described in Exhibit 'A'

THIS PETITION was filed in my office on 5-21-15.




Deputy City Clerk

EXHIBIT 'A'
(Lot 4 – Parcel A)

Part of Lot 4, Block 1, Newmarket Office 2nd, an Addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot 4; Thence Bearing S00°44'48"E, along the East line of said Lot 4, a distance of 240.00 feet; Thence Bearing S44°07'45"W, a distance of 127.55 feet; Thence Bearing S89°00'18"W, a distance of 127.10 feet to the **POINT OF BEGINNING**; Thence Bearing S00°59'42"E, a distance of 40.00 feet; Thence Bearing S57°31'55"E, a distance of 242.72 feet; Thence Bearing S09°42'49"E, a distance of 124.70 feet; Thence Bearing S35°05'01"W, a distance of 95.68 feet; Thence Bearing S79°52'52"W, a distance of 165.54 feet; Thence Bearing N57°31'55"W, a distance of 210.57 feet; Thence Bearing N36°46'41"W, a distance of 154.51 feet; Thence Bearing S88°50'53"W, a distance of 40.00 feet; Thence Bearing N01°09'07"W, a distance of 26.05 feet to a curve to the left; Thence along said curve to the left (tangent), having a radius of 535.00 feet, a chord bearing of N08°34'24"W, a chord distance of 138.21 feet, through a central angle of 14°50'35" for an arc distance of 138.60 feet; Thence Bearing N15°59'42"W, a distance of 33.46 feet to a curve to the right; Thence along said curve to the right (tangent), having a radius of 75.50 feet, a chord bearing of N05°23'04"E, a chord distance of 55.05 feet, through a central angle of 42°45'31" for an arc distance of 56.34 feet to a point of reverse curvature; Thence northerly along a curve to the left, having a radius of 75.00 feet, a chord bearing of N09°09'18"E, a chord distance of 45.38, through a central angle of 35°13'04" for an arc length of 46.10 feet; Thence Bearing N89°00'18"E, a distance of 102.46 feet; Thence Bearing S57°31'55"E, a distance of 245.59 feet; Thence Bearing N89°00'18"E, a distance of 9.91 feet to the **POINT OF BEGINNING**. (Said tract of land containing 3.960 acres, more or less)

RECEIVED

Revises 448-90524

MAY 21 '15

CITY CLERK OFFICE

**PETITION
WATER DISTRIBUTION SYSTEM IMPROVEMENTS - NEWMARKET OFFICE 2ND
PHASE 2**

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

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

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, access road, and appurtenances to serve the Improvement District defined below:

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

(b) The estimated or probable cost of the proposed Improvements is: **\$58,000.000 (Fifty Eight Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Lots 3 & 4, Block 1 Newmarket Office 2nd

(d) The proposed method of assessment is: **on a fractional basis as described below:**

Lot 3, Block 1 shall pay 34.1%
Lot 4, Block 1 shall pay 65.9%
of the Improvement District portion of the total cost

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$18,816.35 (Eighteen Thousand, Eight Hundred Sixteen Dollars and Thirty Five Cents)** assessed among all property Improvement District on a fractional basis as described below:

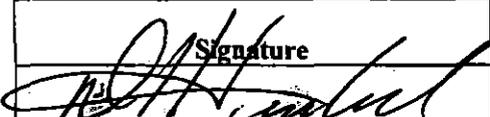
Lot 3 shall pay 34.1%
Lot 4 shall pay 65.9%
of the Benefit Fees.

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
	5/20/15	Lots 3 and 4, Block 1 Newmarket Office 2nd

THIS PETITION was filed in my office on 5-21-15.




Deputy City Clerk

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-191

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 24, MAIN 7, NORTHWEST INTERCEPTOR SEWER – NEWMARKET OFFICE 2ND /NORTH OF 29TH STREET NORTH, WEST OF MAIZE) (468-85039).

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

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

Construction of a lateral sanitary sewer (Lateral 24, Main 7, Northwest Interceptor Sewer) including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Forty-Eight Thousand Dollars (\$48,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

See *Exhibit 'A'* attached hereto.

(d) The method of assessment is: **on a fractional basis as described below.**

Property described in Exhibit 'A' attached hereto shall pay 100% of the Improvement District portion of the total cost.

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

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

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

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT 'A'
(Lot 4 – Parcel A)

Part of Lot 4, Block 1, Newmarket Office 2nd, an Addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot 4; Thence Bearing S00°44'48"E, along the East line of said Lot 4, a distance of 240.00 feet; Thence Bearing S44°07'45"W, a distance of 127.55 feet; Thence Bearing S89°00'18"W, a distance of 127.10 feet to the **POINT OF BEGINNING**; Thence Bearing S00°59'42"E, a distance of 40.00 feet; Thence Bearing S57°31'55"E, a distance of 242.72 feet; Thence Bearing S09°42'49"E, a distance of 124.70 feet; Thence Bearing S35°05'01"W, a distance of 95.68 feet; Thence Bearing S79°52'52"W, a distance of 165.54 feet; Thence Bearing N57°31'55"W, a distance of 210.57 feet; Thence Bearing N36°46'41"W, a distance of 154.51 feet; Thence Bearing S88°50'53"W, a distance of 40.00 feet; Thence Bearing N01°09'07"W, a distance of 26.05 feet to a curve to the left; Thence along said curve to the left (tangent), having a radius of 535.00 feet, a chord bearing of N08°34'24"W, a chord distance of 138.21 feet, through a central angle of 14°50'35" for an arc distance of 138.60 feet; Thence Bearing N15°59'42"W, a distance of 33.46 feet to a curve to the right; Thence along said curve to the right (tangent), having a radius of 75.50 feet, a chord bearing of N05°23'04"E, a chord distance of 55.05 feet, through a central angle of 42°45'31" for an arc distance of 56.34 feet to a point of reverse curvature; Thence northerly along a curve to the left, having a radius of 75.00 feet, a chord bearing of N09°09'18"E, a chord distance of 45.38, through a central angle of 35°13'04" for an arc length of 46.10 feet; Thence Bearing N89°00'18"E, a distance of 102.46 feet; Thence Bearing S57°31'55"E, a distance of 245.59 feet; Thence Bearing N89°00'18"E, a distance of 9.91 feet to the **POINT OF BEGINNING**. (Said tract of land containing 3.960 acres, more or less)

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-192

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (ACCESS ROAD – NEWMARKET OFFICE 2ND/NORTH OF 29TH STREET NORTH, WEST OF MAIZE) (472-85225).

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

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

Construction of pavement for an access road from the east line of Parkdale Circle to the southwesterly line of Lot 4, Block 1, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Sixty-Four Thousand Dollars (\$364,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and constructions has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Exhibit 'A' attached hereto.

(d) The method of assessment is: **on a fractional basis as described below.**

Property described in Exhibit 'A' attached hereto shall pay 100% of the Improvement District portion of the total cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in *Section 1* of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT 'A'
(Lot 4 – Parcel A)

Part of Lot 4, Block 1, Newmarket Office 2nd, an Addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot 4; Thence Bearing S00°44'48"E, along the East line of said Lot 4, a distance of 240.00 feet; Thence Bearing S44°07'45"W, a distance of 127.55 feet; Thence Bearing S89°00'18"W, a distance of 127.10 feet to the **POINT OF BEGINNING**; Thence Bearing S00°59'42"E, a distance of 40.00 feet; Thence Bearing S57°31'55"E, a distance of 242.72 feet; Thence Bearing S09°42'49"E, a distance of 124.70 feet; Thence Bearing S35°05'01"W, a distance of 95.68 feet; Thence Bearing S79°52'52"W, a distance of 165.54 feet; Thence Bearing N57°31'55"W, a distance of 210.57 feet; Thence Bearing N36°46'41"W, a distance of 154.51 feet; Thence Bearing S88°50'53"W, a distance of 40.00 feet; Thence Bearing N01°09'07"W, a distance of 26.05 feet to a curve to the left; Thence along said curve to the left (tangent), having a radius of 535.00 feet, a chord bearing of N08°34'24"W, a chord distance of 138.21 feet, through a central angle of 14°50'35" for an arc distance of 138.60 feet; Thence Bearing N15°59'42"W, a distance of 33.46 feet to a curve to the right; Thence along said curve to the right (tangent), having a radius of 75.50 feet, a chord bearing of N05°23'04"E, a chord distance of 55.05 feet, through a central angle of 42°45'31" for an arc distance of 56.34 feet to a point of reverse curvature; Thence northerly along a curve to the left, having a radius of 75.00 feet, a chord bearing of N09°09'18"E, a chord distance of 45.38, through a central angle of 35°13'04" for an arc length of 46.10 feet; Thence Bearing N89°00'18"E, a distance of 102.46 feet; Thence Bearing S57°31'55"E, a distance of 245.59 feet; Thence Bearing N89°00'18"E, a distance of 9.91 feet to the **POINT OF BEGINNING**. (Said tract of land containing 3.960 acres, more or less)

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-193

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – NEWMARKET OFFICE 2ND/NORTH OF 29TH STREET NORTH, WEST OF MAIZE) (448-90524)

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 11-090** of the City (the “Prior Resolution) authorizing certain internal improvements; and

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

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

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

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, access road, and appurtenances to serve the Improvement District defined below: (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Fifty-Eight Thousand Dollars (\$58,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and constructions has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

NEWMARKET OFFICE 2ND
Lots 3 & 4, Block 1

(d) The method of assessment is: **on a fractional basis** as described below.

Lot 3, Block 1 shall pay 34.1%
Lot 4, Block 1 shall pay 65.9%
of the Improvement District portion of the total cost.

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **Eighteen Thousand Eight Hundred Sixteen Dollars and Thirty-Five Cents (\$18,816.35)** assessed among all property Improvement District on a fractional basis as described below:

Lot 3, Block 1 shall pay 34.1%
Lots 4, Block 1 shall pay 65.9%
of the Benefit Fees.

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 10, 2015)

RESOLUTION NO. 15-194

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – NEWMARKET OFFICE 2ND/NORTH OF 29TH STREET NORTH, WEST OF MAIZE) (472-84991).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 11-095** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

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

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

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

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

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

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

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

Construction of pavement on Parkdale Circle from the south line of Reserve "D" to and including cul-de-sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Six Hundred Seventy-Eight Thousand Dollars (\$678,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof

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

NEWMAKET OFFICE 2ND
Lots 3 & 4, Block 1

(d) The method of assessment is: **on a fractional basis** as described below.

Lot 3, Block 1 shall pay 34.1%
Lot 4, Block 1 shall pay 65.9%
of the Improvement District portion of the total cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the Proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Following are easements and dedications for City Council on July 7, 2015

The following Agreement needs to be Signed and recorded:

Streetlight Agreement from Waterfront Holding Co. LLC, for Waterfront Seventh Addition to Wichita, Sedgwick County, Kansas (OCA 766327) No Cost to City

The following deeds and easements have been recorded:

Utility Easement Waterfront Residential Company, LLC, a Kansas limited liability company dated June 2, 2015 for a tract of land lying in Lot 21, Block 1, Waterfront Residential Addition, an Addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage Easement from Tier 1, LLC, a Kansas limited liability company, dated January 15, 2015 for a tracts of land lying in Lot 7 and 8, Block 1, Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Tier 1, LLC, a Kansas limited liability company, dated January 15, 2015 for a tract of land lying in Reserve A, and in Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas and also in Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Waterline Utility Easement from Kansas Board of Regents ("KBOR"), dated May 5, 2015 for a tracts of land lying in Lot 1, Wheatshocker Addition, to Wichita, Sedgwick County, Kansas and in Northeast Quarter, Section 11, township 27 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick, Kansas (OCA 607861) No Cost to City

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Automobilia’s 21st Moonlight Car Show and Street Party (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 Gary Carpenter, Automobilia, is coordinating the Automobilia’s 21st Moonlight Car Show and Street Party with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Automobilia’s 21st Moonlight Car Show and Street Party July 11, 2015 1:00 pm – 11:59 pm

- First Street, Broadway Street to Mosley Street
- Topeka Street, Douglas Avenue to First Street
- Emporia Street, Douglas Avenue to Second Street
- St. Francis Street, Douglas Avenue to Second Street
- Santa Fe Street, Douglas Avenue to First Street
- Mead Street, First Street to Douglas Avenue
- Moore Street, First Street to Douglas Avenue
- Rock Island Street, First Street to Douglas Avenue

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Community Events – The Glow Run 5K (District IV)
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 Hollie Smith, KC Running Company, is coordinating The Glow Run 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

The Glow Run 5K July 11, 2015 12:00 pm – 11:30 pm

- McLean Boulevard, Harry Street to Douglas Avenue
- Maple Street, Sycamore Street to McLean Boulevard

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Community Events – Southside Scorcher (Districts III and IV)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Trevor Darmstetter, goracetiming.com, is coordinating the Southside Scorcher run and with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Southside Scorcher July 11, 2015 6:30 am – 10:00 am

- 35th Street South, Osage Avenue to Walnut Street
- Walnut Street, 35th Street South to 33rd Street South
- 33rd Street South, Walnut Street to Palisade Avenue
- Palisade Avenue, 33rd Street South to 32nd Street South
- 32nd Street South, Palisade Avenue to Gold Street
- Gold Street, 33rd Street South to 31st Street South
- McLean Boulevard, 31st Street South to Pawnee Street

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Street Closure – SlabFest Music Video Shoot (District I)
INITIATED BY: Department of Park & Recreation
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the street closure procedure, the event promoter Tyronne Hardeman, SlabFest, is coordinating SlabFest Music Video Shoot with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

SlabFest Music Video Shoot July 11, 2015 1:00 pm – 9:00 pm

- Wabash Street between 15th Street to 17th Street

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding for Little Arkansas River
Watershed Protection Plan (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding.

Background: On August 2, 2005, the City Council approved a Memorandum of Understanding (MOU) with the McPherson County Conservation District (MCCD) to assist in funding the implementation of multiple Best Management Practices (BMPs) Projects in the Little Arkansas River watershed. The BMPs projects are aimed at reducing atrazine levels in the river. The City has supported this effort since 2005 through annual reviews of funding limits and approval of MOUs.

Atrazine is a herbicide widely used in corn and sorghum production and has been determined to be the primary pollutant of concern for injection of water into the Equus Beds Aquifer. After water is withdrawn from the river, atrazine must be removed from it prior to being recharged into the Equus Beds Aquifer. It is estimated that atrazine is used on approximately 300,000 acres of cropland in the Little Arkansas watershed.

Analysis: The City's participation in the protection plan benefits the City by reducing treatment costs by limiting the amount of atrazine in the river that must otherwise be removed through the surface water treatment plant. BMPs under this program have been shown to effectively reduce atrazine by 40% where installed. BMPs have been implemented through this program to specifically reduce atrazine on 161,720 acres of fields in vulnerable areas from 2006 through 2014.

The MOU with the McPherson County Conservation District provides up to 100% cost share funding as an incentive for producers to install BMPs. Landowners propose and execute the BMPs. The McPherson County Conservation District approves eligible BMPs projects and utilizes Environmental Protection Agency (EPA) grant money administered through the Kansas Department of Health and Environment (KDHE) to fund portions of these projects. The City provides up to 75% for these EPA grant-funded projects. The City also pays up to 75% of the cost for BMP projects that do not fall under the grant funding eligibility requirements. The producer pays the remaining cost of these projects. The amount the City is providing for the projects as a whole has not changed.

BMP effectiveness is ensured by close oversight. The Little Arkansas Watershed Advisory was created under the McPherson County Conservation District to review and approve BMPs in the watershed. A monitoring program, under the Kansas State University Research and Extension Office, is being used to verify the effectiveness of the BMPs.

Other collaborative efforts also benefit this program. KDHE provides funds for educational efforts, demonstrations and some monitoring; Kansas State University Research and Extension performs water quality monitoring and analysis, BMP implementation and delivery of educational programs; and the Natural Resources Conservation Service assists with BMP implementation.

Financial Considerations: In addition to the funding provided by the City of Wichita, the McPherson County Conservation district administers a \$40,000 EPA grant which also provides funding for the BMPs. The City of Wichita provided expenditures will be paid from the Production and Pumping 2015 budget for Little Arkansas Watershed projects. Applications for BMP implementation incentives are reviewed and approved by the MCCD. Payments to producers for approved applications are made by the City, with the total of all payments not to exceed the \$50,000 annual contribution limit. The total of all funds allocated may not be fully utilized within the fiscal year.

Legal Considerations: The Law Department has reviewed and approved the Memorandum of Understanding, including funding contributions, as to form.

Recommended Action: It is recommended that the City Council approve the Memorandum of Understanding and proposed funding contributions, and authorize the necessary signatures.

Attachments: 2015 Little Ark Watershed Agreement and 2014 Atrazine Summary Report.

Reducing Atrazine Herbicide Runoff in the Little Arkansas River Watershed — 2014

R. Graber, D. Devlin, R. Schlender
Kansas State University

Summary

The project goal is to assist farmers to voluntarily implement atrazine herbicide best management practices (BMPs) to meet surface water quality standards of 3 µg/L, with no seasonal spikes.

A decision was made to target specific sub-watersheds within the Little Arkansas River watershed in order to document water quality improvements.

Four watersheds within the Little Arkansas River watershed were targeted for implementation of BMPs for atrazine herbicide in 2014. The watersheds selected were: Dry Turkey Creek (18,996 acres), Upper West Emma Creek (25,752 acres), Lower Sand Creek (29,652 acres), and the Black Kettle Creek (20,087 acres). Atrazine runoff vulnerable fields outside of the four targeted watersheds were also made eligible for incentive payments. Corn and grain sorghum fields were targeted.

Educational trainings were conducted to train farmers, pesticide dealers, and crop consultants on atrazine BMPs and to discuss program details. Eighty one-on-one farm visits were made to farmers by KSU extension agronomists to secure BMP commitments from farmers in targeted watersheds. Seventy-eight farmers committed to implementing atrazine BMPs on 17,984 acres of corn and grain sorghum. This equates to 35% of the corn and grain sorghum acres planted in the targeted watersheds. The City of Wichita provided \$50,000 for incentive payments. The McPherson County Conservation District handled the payments to farmers. Maximum incentive payment per acre was \$6.60 for grain sorghum and \$3.30 for corn in priority watersheds. This is 10 percent higher than areas outside the four priority watersheds. Payments were based on the amount of pollutant reduction practices that farmers were willing to implement.

Table 1. Number of acres and percent of grain sorghum and corn, by watershed targeted.

Watershed	Acres/Percent of Grain Sorghum and Corn in Watershed
Dry Turkey Creek	2,397 acres/69% of the grain sorghum and corn
Upper West Emma Creek	2,064 acres/35% of the grain sorghum and corn
Sand Creek	3,274 acres/40% of the grain sorghum and corn
Black Kettle Creek	2,341 acres/48% of the grain sorghum and corn
Priority Fields Outside of Targeted Watersheds	7,098 acres/27% of the grain sorghum and corn

Table 2. BMP implemented, by percent of total BMP implementation.

Best Management Practice Implemented	Percent of Total Acres in Program
Pre-plant incorporated	1
Early atrazine application	24
Post-emergence application	3
Reduced atrazine rate	25
Split application timing	6
Use no atrazine	41

Implementation of atrazine BMPs resulted in 15,741 lbs a.i. (or 55%) less atrazine being applied in the targeted areas. After including all BMPs implemented (Table 2) and using KSU BMP effectiveness data, BMP implementation was predicted to reduce atrazine runoff by **71%** on 17,984 acres and a total load reduction of **1015 lbs a.i.** in targeted acres.

A paired watershed approach was designed to determine actual water quality improvements with BMP implementation. A surface water monitoring system was developed at the base of the watersheds targeted for BMP implementation and also at the base of adjoining watersheds, in which no special programs for BMP implementation were available. Actual water quality monitoring of treated and untreated watersheds found 30% (1.02 ppb in treated vs. 1.45 ppb in untreated watersheds) lower atrazine concentrations in streams in targeted watersheds in which BMPs had been implemented.

*For further information contact: Ron Graber (rgraber@ksu.edu), Rick Schlender (rschlen2@ksu.edu) or Dan Devlin (ddevlin@ksu.edu).

Project Cooperators

City of Wichita
 Environmental Protection Agency - Section 319
 Kansas State University Research and Extension:
 - Department of Agronomy
 - Department of Biological and Agricultural Engineering
 - McPherson County Extension Office
 - Harvey County Extension Office
 Harvey County Conservation District
 Harvey County NRCS
 Kansas Department of Health and Environment
 Little Arkansas River WRAPS Stakeholders Committee
 McPherson County Conservation District
 McPherson County NRCS
 State Conservation Commission
 USDA-NIFA

**Memorandum of Understanding
Between
McPherson County Conservation District
And
The City of Wichita**

Purpose:

The implementation of certain practices in the Little Arkansas River Watershed above the City of Wichita's water intake points has positive impacts on the quality of the water for the City's groundwater recharge project.

Background:

In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's and the two adjoining watersheds receiving no special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP implementation. In this three-year study (2006-2008), atrazine BMP's were implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data has shown significant reductions in concentrations and annual loadings of atrazine in those streams of watersheds where (BMP's) were implemented. Varying weather conditions over the three year period allowed the McPherson County Conservation District (MCCD) to more accurately evaluate these BMP's and predict results for other areas of the watershed. There is continued interest and participation in this program with more than 95% of those contacted implementing atrazine BMP's. EPA has granted a 4B alternative for the three original watersheds. This designation is their recognition of the plan in place by local citizens to reduce atrazine levels in the watershed and requires a continued emphasis on BMP implementation and monitoring of water quality changes in these sub-watersheds. The Little Arkansas Watershed Program (LAWP) leadership team intends to continue studying these original watersheds. They also recognize the importance of using these predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's. The total number of acres with atrazine BMP implementation from 2006 through 2014 is 161,720. It is the goal of the LAWP leadership team to include additional vulnerable fields as funding allows.

In 2009, a demonstration project was initiated to develop and implement a targeted market-based pilot conservation program in the Black Kettle Watershed. This project targeted the most vulnerable sites in the watershed leading to improved water quality and reduced soil erosion while maintaining agricultural productivity. All crop fields were assessed identifying and ranking the most vulnerable for soil erosion and sediment delivery. A menu of market based incentives was developed offering \$40/acre for each ton of sediment reduced annually by implementation of practices. As a result of these innovative methods, 21 farmers implemented best management practices on 141 fields (5,078 acres) resulting in a reduction in annual sediment delivery to streams in the watershed from 13,000 tons/year to 5,138 tons/year (60% reduction). The LAWP is using this innovative and practical approach to implement sediment BMPs in other priority areas of the watershed. In 2013, BMP's were implemented on 7,817 acres resulting in an

estimated sediment load reduction of 5,082 tons per year. In the second year (2014), BMP's were implemented on an additional 4,825 acres resulting in an estimated sediment load reduction of 3,458 tons per year.

Incentives:

It is the intent of this Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial practices and to provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State Research and Extension (KSRE) or Natural Resources Conservation Service (NRCS), and to establish the procedure by which payments to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of the practices, the producer will receive reimbursement up to 100% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursement by having the city of Wichita provide up to a 75% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 75%, or an incentive payment based on KSRE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The LAWA will review applications for cost reimbursement and will make decisions for approval based on available payments and the impact of implementing specific practices. Funding priority will be given to atrazine BMP's utilizing City of Wichita monies. This MOU will cover cost share practices installed under the FY 2015 program year beginning January 1, 2015 through December 31, 2015.

McPherson County Conservation District Responsibilities:

The District will:

1. Maintain official records relative to farms and, through the LAWP leadership team, determine the producer's eligibility to participate in the LAWP and other official records.
2. Be responsible for maintaining County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.
3. Provide to the City a breakdown of the units (acres, linear feet, etc.) performed which will include a copy of the CS4 form showing:
 - a. Best Management Practice (BMP) applied.
 - b. Total of the units applied or completed.
 - c. The County Conservation District County Average Cost for the BMP.
 - d. Dollar amount eligible for cost-share.

- e. Dollar amount paid by cost-share fund.
4. Administer the cost share amount to the producer for KDHE (EPA 319) LAWP funds.
 - a. The total amount of LAWP funds available varies yearly with \$90,000 available for FY 2015. This consists of EPA 319 funds (\$40,000) and Wichita funds (\$50,000).
 - b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.
5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.
6. Provide an accounting of the program to all County Conservation Districts in the Little Arkansas Watershed.

City of Wichita Responsibilities:

The City will:

1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).
2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.
3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.
4. Provide funding in the amount up to \$50,000 to the Little Arkansas Watershed Program (LAWP) for FY 2015. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated with 60 days written notice of either party.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Jeff Longwell, Mayor City of Wichita

Date

SEAL

ATTEST:

Karen Sublett, City Clerk

Date

APPROVED AS TO FORM:

Jennifer Magana, City Attorney, Director of Law

Date

McPherson County Conservation District

Date

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Agreement with the City of Maize and Sedgwick County for Improvements to 37th Street North, between Maize Road and 119th Street West (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the agreement.

Background: A significant portion of 37th Street North between Maize Road and 119th Street West is unpaved. The City of Maize and Sedgwick County have proposed an agreement with the City of Wichita to improve the unpaved portion of 37th Street, parts of which are inside the corporate limits of each of the three agencies.

Analysis: The proposed agreement provides for construction, financing and maintenance of the paving improvements to 37th Street North. Sedgwick County will bid the contract for the proposed improvements, which include a super slurry base stabilization, high density mineral bond over lay, chip seal and painted traffic markings. Sedgwick County shall be responsible for all legal and engineering matters, in addition to having the final authority in regards to completion of the project.

Financial Considerations: The City of Maize and the City of Wichita will equally share the cost of the super slurry base stabilization. Sedgwick County will be responsible for any direct and or indirect costs regarding the chip seal, high density bond, paint traffic markings and signage. The estimated cost for each of the three agencies is \$75,000. The City of Wichita's estimated contract portion of \$75,000 is available in the 2015 Outsourced Pavement Preservation Program, which was approved by the City Council on March 3, 2015 and is funded by the general fund operating budget for pavement maintenance.

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

Recommendation/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

4/10-11

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of May, 2015, by and between Sedgwick County, Kansas, hereinafter referred to as "County", the City of Maize, Kansas, hereinafter referred to as "Maize" and the City of Wichita, Kansas, hereinafter referred to as "Wichita".

WITNESSETH:

WHEREAS, County, Maize and Wichita are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, the parties desire to make certain improvements to 37th St. North between Maize Road and 119th Street West; and

WHEREAS, Maize and Wichita desire that County construct the portions of said improvements that lie within the corporate limits of Maize and Wichita; and

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

1. The purpose of this Agreement is to provide for the construction, financing and maintenance of super slurry base stabilization, a chip seal surface, high density mineral bond seal and painted traffic markings on the unpaved portions of 37th St. North between Maize Road and 119th St. West, a portion of which is inside of the corporate limits of Maize and Wichita.
2. County will contract for super slurry base stabilization, high density mineral bond overlay and painted traffic markings and will construct a chip seal surface with county forces and materials. County shall have final authority in regard to the completion of the improvements and County shall be responsible for all legal and engineering matters concerning the completion of the Improvements.
3. Costs of the project shall be paid as follows based on actual costs: Maize and Wichita shall share the cost of the super slurry base stabilization equally; County shall pay all direct and indirect costs for the chip seal, high density mineral bond, painted traffic markings and signage. Maize's share is estimated to be \$75,000.00, Wichita's share is estimated to be \$75,000.00 and County's share is estimated to be \$75,000.
4. Upon completion of construction, Maize agrees to maintain 37th St. North from a point 275 feet west of the east line of Section 30, T26S, R1W (where the section line is the approximate location of the center of Maize Road) to 119th St. West.
5. Upon completion of construction, Wichita agrees to maintain the immediate intersection of 37th St. North and Maize Road beginning at a point 275 feet west of the east line of Section 30, T26S, R1W.

6. Maize and Wichita agree to complete annexation of 37th Street North between Maize Road and 119th Street at such time as they are legally eligible to complete annexation.
7. County shall notify Maize and Wichita when construction of the high density mineral bond and pavement markings have been completed at which time Maize and Wichita shall accept the improvements and shall thereafter assume all liability for maintenance and repair. The agreement of Maize and Wichita for maintenance and repair of the improvements shall survive the termination of this Agreement.
8. The duration of this Agreement is until the date that notice of completion of the improvements has been provided by County to Maize and Wichita.

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

THE CITY OF MAIZE, KANSAS



RICHARD RANZAU,
Chairman, Fourth District



CLAIR DONNELLY
Mayor

ATTEST:


KELLY B. ARNOLD,
County Clerk

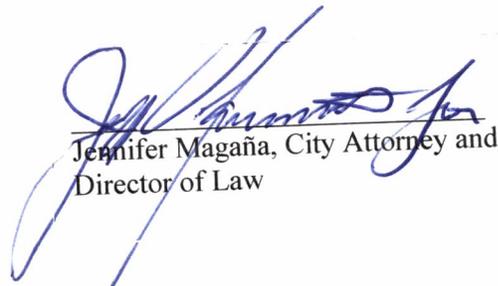


ATTEST:


Jocelyn Reid, CMC, City Clerk

THE CITY OF WICHITA, KANSAS

JEFF LONGWELL,
Mayor


Jennifer Magaña, City Attorney and
Director of Law

ATTEST:

City Clerk

Approved As To Form


City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 2121 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The project requires a 725 square foot temporary construction easement from the property at 2121 S. Meridian. The subject property is improved with a light industrial building. The project does not impact the improvements; however, the project impacts the in-ground sprinkler system.

Analysis: The proposed acquisition was estimated to have a value of \$430. The seller agreed to accept the offer plus an additional \$3,198 as the cost-to-cure for the in-ground sprinkler system. The acceptance of the \$3,628 counter offer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$4,128 is requested. This includes \$3,628 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement and tract map.

Temporary Construction Easement

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 7

THIS EASEMENT made this 24 day of June, 2015, by and between Quiet Thunder Investments II, LLC, Grantor, and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Three Thousand Six Hundred Twenty-Eight Dollars and no/100 (\$3,628) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along, and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

The east 25.00 feet of the south 15.00 feet of the north 149.50 feet of Lot 10, Block 1, Southwest Industrial Addition to Wichita, Kansas, Sedgwick County, Kansas, TOGETHER with the east 10.00 feet of the north 35.00 feet of the south 50.50 feet of Lot 11, of said Block 1.

Said Tract containing 725.00 square feet, more or less.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

The Temporary Easement shall expire at the end of construction or above noted project or at 24 months from execution of this document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

QUIET THUNDER INVESTMENTS II, L.L.C.:



Cuy Mauck,

STATE OF KANSAS) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 24 day of June, 2015 by Cuy Mauck, Member, of Quiet Thunder Investments II, L.L.C.



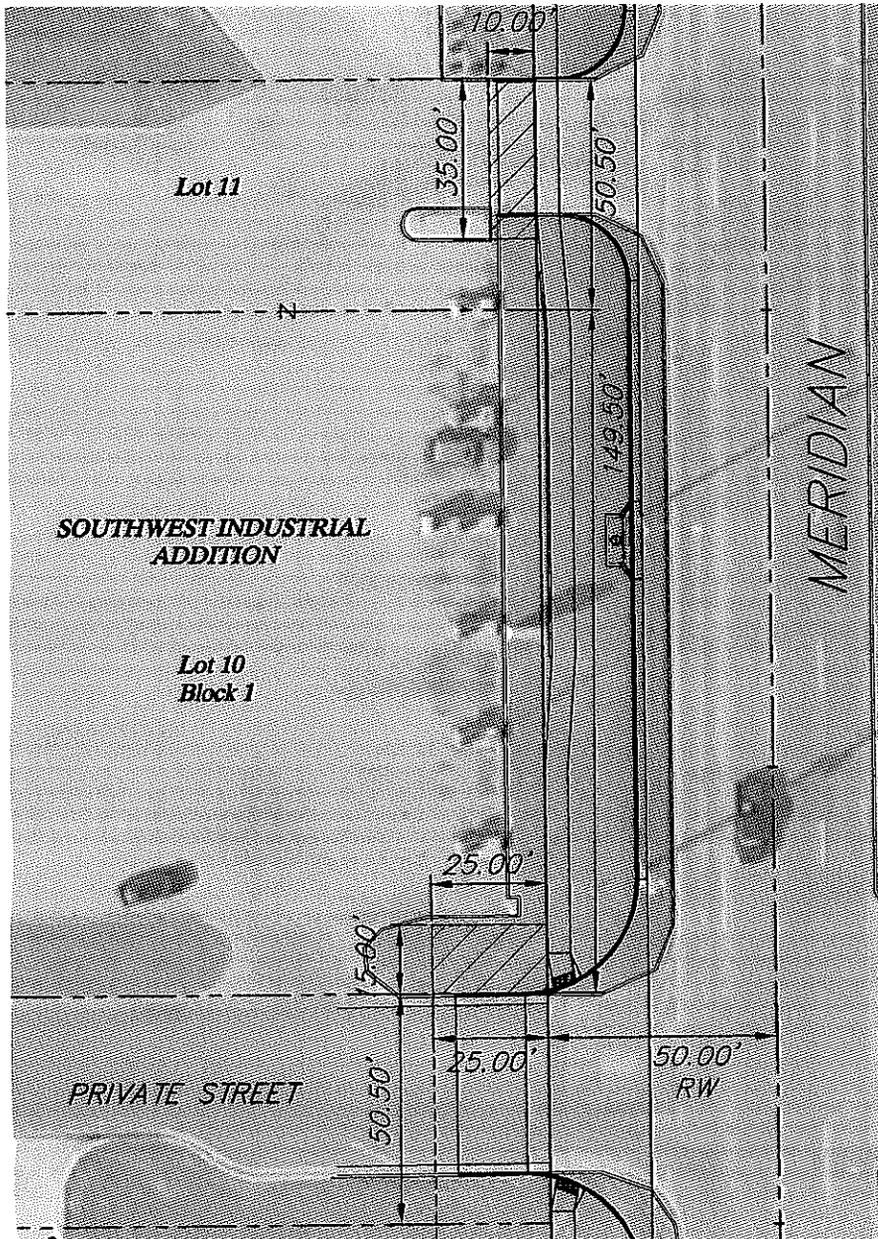
Stephanie E. Almanza
Notary Public
My commission expires: 10/25/15

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The east 25.00 feet of the south 15.00 feet of the north 149.50 feet of Lot 10, Block 1, Southwest Industrial Addition to Wichita, Kansas, Sedgwick County, Kansas, TOGETHER with the east 10.00 feet of the north 35.00 feet of the south 50.50 feet of Lot 11, of said Block 1.

Said Tract containing 725.00 square feet, more or less.



Owner:
2121 S MERIDIAN AVE.
QUIET THUNDER INVESTMENTS II LLC
4800 S 247TH W
GODDARD, KS
67052

September 8, 2014

B Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1334 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The project requires a temporary construction easement at the driveway approach at 1334 S. Meridian. This property is improved as single-family residential. The project does not impact the improvements at the property.

Analysis: The proposed acquisition was estimated to have a value of \$100. The property is owned by two separate parties. Neither party would convey the easement without compensation; however, each party agreed to convey an easement for \$100. The acceptance of the \$200 counter offer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$700 is requested. This includes \$200 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary easements; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easements and tract map.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 41

THIS EASEMENT made this 24th day of March, 2015, by and between Kenneth F. Erbert and Marilee F. Erbert, Husband and Wife and Contract for Deed Purchaser Thaddeus Keeling, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lots 25 & 27 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 27 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet east of the southwest corner of said Lot 27; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 25 and 27, 50.00 feet to the intersection with the north line of said Lot 25; thence east along the north line of said Lot 25, 16.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 50.00 feet to a point on the south line of said Lot 27; thence west along the south line of said Lot 27, 16.00 feet to the point of beginning.

Said Tract containing 800.0 square feet, more or less.

Total proceeds to be paid to CONTRACT PURCHASER

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 41

THIS EASEMENT made this 24th day of March, 2015, by and between Kenneth F. Erbert and Marilee F. Erbert, Husband and Wife and Contract for Deed Purchaser Thaddeus Keeling, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lots 25 & 27 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 27 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet east of the southwest corner of said Lot 27; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 25 and 27, 50.00 feet to the intersection with the north line of said Lot 25; thence east along the north line of said Lot 25, 16.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 50.00 feet to a point on the south line of said Lot 27; thence west along the south line of said Lot 27, 16.00 feet to the point of beginning.

Said Tract containing 800.0 square feet, more or less.

Total proceeds to be paid to FEE OWNER

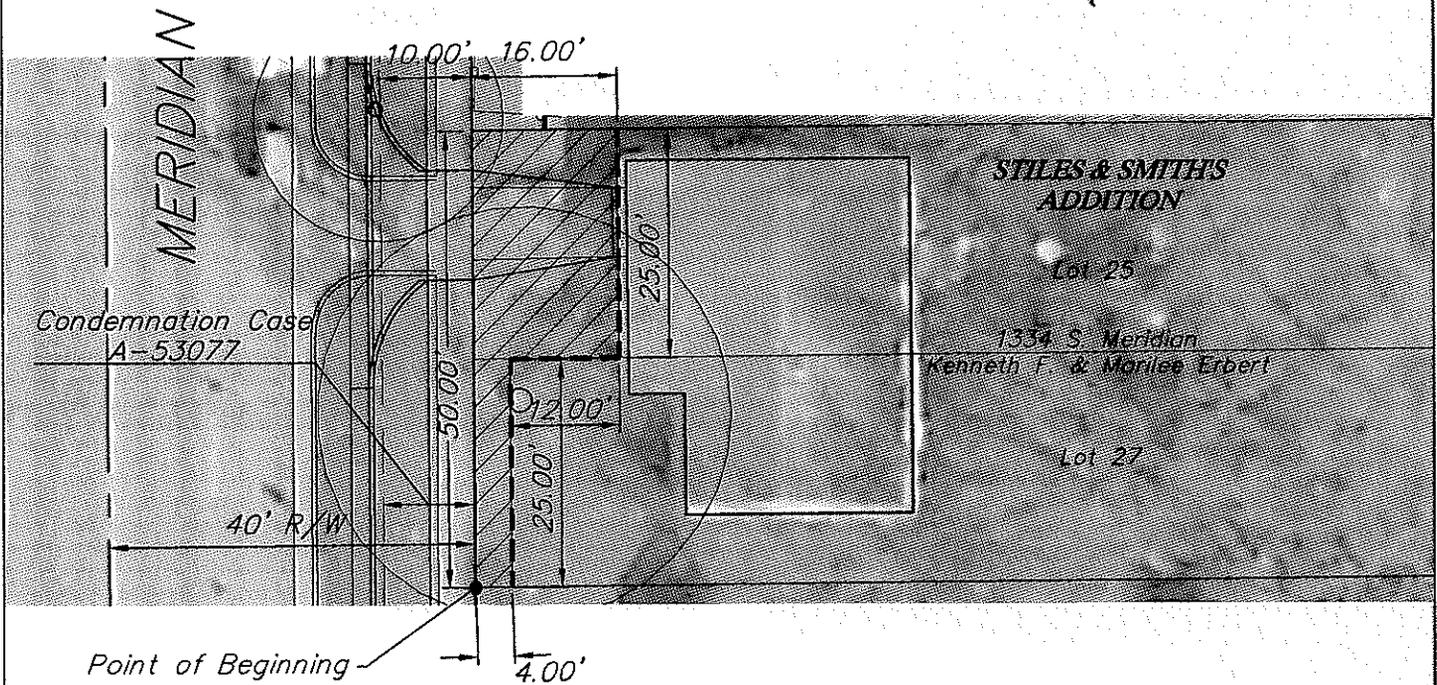
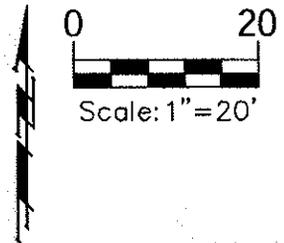
And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lots 25 & 27 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 27 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53077, said intersection being 10.00 feet east of the southwest corner of said Lot 27; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 25 and 27, 50.00 feet to the intersection with the north line of said Lot 25; thence east along the north line of said Lot 25, 16.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 25.00 feet to a point on the south line of said Lot 27; thence west along the south line of said Lot 29, 12.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 25.00 feet to a point on the south line of said Lot 27; thence west along the south line of said Lot 27, 4.00 feet to the point of beginning.

Said Tract containing 500.0 square feet, more or less.



Owner:
 1334 S. Meridian
 KENNETH F & MARILEE ERBERT
 5936 S OSAGE
 Wichita, KS 67217

September 8, 2014

Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\Projects\Meridian-Orient to McCormick\Exhibit 29

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1330 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The project requires a 400 square foot temporary construction easement across the front of the property at 1330 S. Meridian. This property is improved as single-family residential. The project does not impact the improvements at the property.

Analysis: The proposed acquisition was estimated to have a value of \$100. The property is owned by two separate parties. Neither party would convey the easement without compensation; however, each party agreed to convey an easement for \$100. The acceptance of the \$200 counter offer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$700 is requested. This includes \$200 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary easements; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easements and tract map.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 42

THIS EASEMENT made this 24th day of March, 2015, by and between Michael R. Kerr and Contract for Deed Purchaser Thaddeus H. Keeling, Jr., Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lots 21 and 23 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 23 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-530778, said intersection being 10.00 feet east of the southwest corner of said Lot 23; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 21 and 23, 50.00 feet to the intersection with the north line of said Lot 21; thence east along the north line of said Lot 21, 8.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 50.00 feet to a point on the south line of said Lot 23; thence west along the south line of said Lot 23, 8.00 feet to the point of beginning.

Said Tract containing 400.0 square feet, more or less.

Total proceeds to be paid to FEE OWNER

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 42

THIS EASEMENT made this 24th day of March, 2015, by and between Michael R. Kerr and Contract for Deed Purchaser Thaddeus H. Keeling, Jr., Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lots 21 and 23 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 23 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-530778, said intersection being 10.00 feet east of the southwest corner of said Lot 23; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 21 and 23, 50.00 feet to the intersection with the north line of said Lot 21; thence east along the north line of said Lot 21, 8.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 50.00 feet to a point on the south line of said Lot 23; thence west along the south line of said Lot 23, 8.00 feet to the point of beginning.

Said Tract containing 400.0 square feet, more or less.

Total proceeds to be paid to CONTRACT PURCHASER

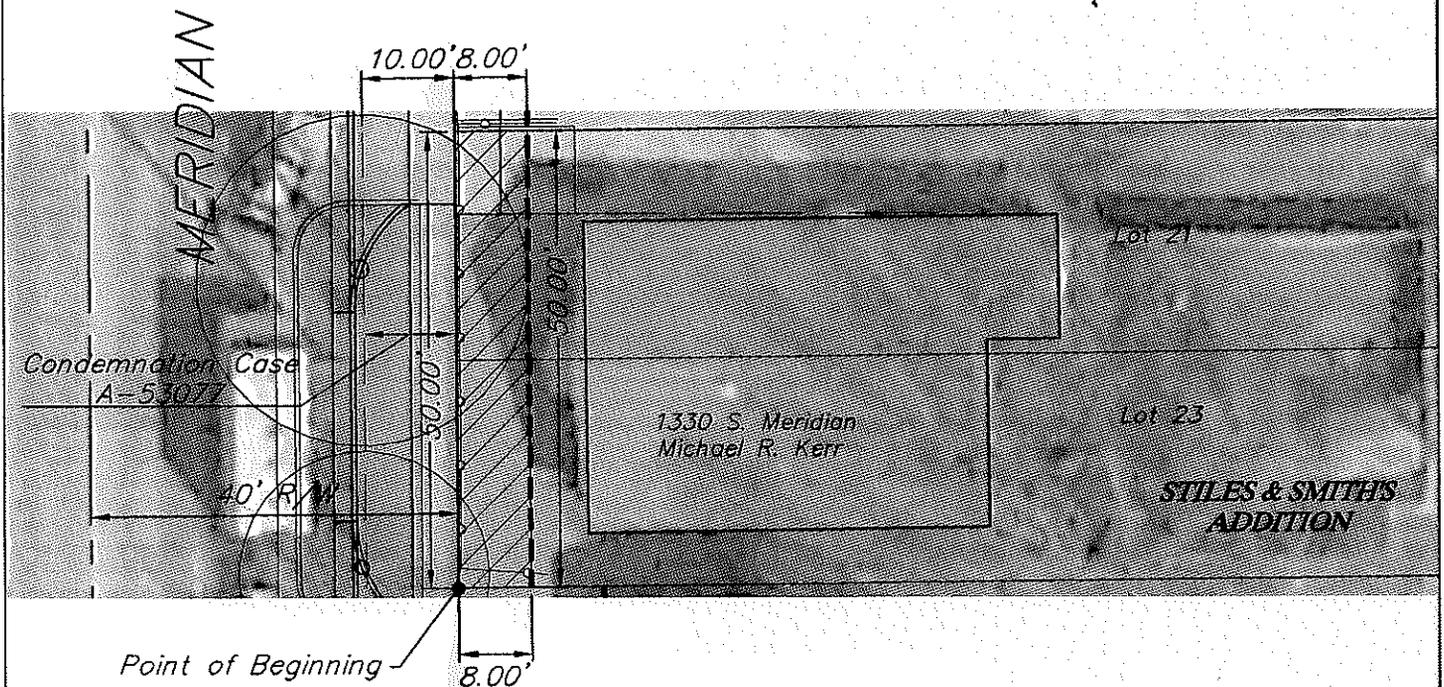
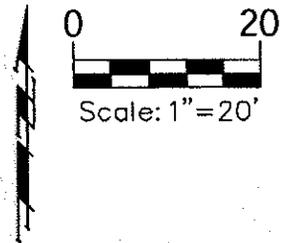
And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lots 21 and 23 on Meridian Avenue, Stiles & Smith's Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 23 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-530778, said intersection being 10.00 feet east of the southwest corner of said Lot 23; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), and 10.00 feet normally distant east of and parallel with the west line of said Lots 21 and 23, 50.00 feet to the intersection with the north line of said Lot 21; thence east along the north line of said Lot 21, 8.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53077), 50.00 feet to a point on the south line of said Lot 23; thence west along the south line of said Lot 23, 8.00 feet to the point of beginning.

Said Tract containing 400.0 square feet, more or less.



Owner:
1330 S MERIDIAN
KERR MICHAEL R
Wichita, KS
67213

September 8, 2014

Baughman **Baughman Company, P.A.**
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of Temporary Construction Easements at 1622 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The property at 1622 S. Meridian is improved with a retail center. A 602.8 square foot easement and a 400 square foot easement is required from this parcel. The project does not impact the improvements at the property; however, the in-ground sprinkler system will be damaged.

Analysis: The proposed acquisition was estimated to have a value of \$440. The seller agreed to accept the offer plus an additional \$3,863 for the sprinkler system. The acceptance of the \$4,303 counter offer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$4,803 is requested. This includes \$4,303 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement and tract map.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 20 - 21

THIS EASEMENT made this 4th day of June, 2015, by and between Netco Commercial Properties, LLC, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Four Thousand Three Hundred Three and no/100 Dollars (\$4,303.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lot 47, Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 47 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 47; thence east along the south line of said Lot 47, 60.28 feet; thence north parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 10.00 feet; thence west parallel to the south line of said Lot 47, 60.28 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 10.00 feet to the point of beginning.
Said Tract containing 602.8 square feet, more or less.

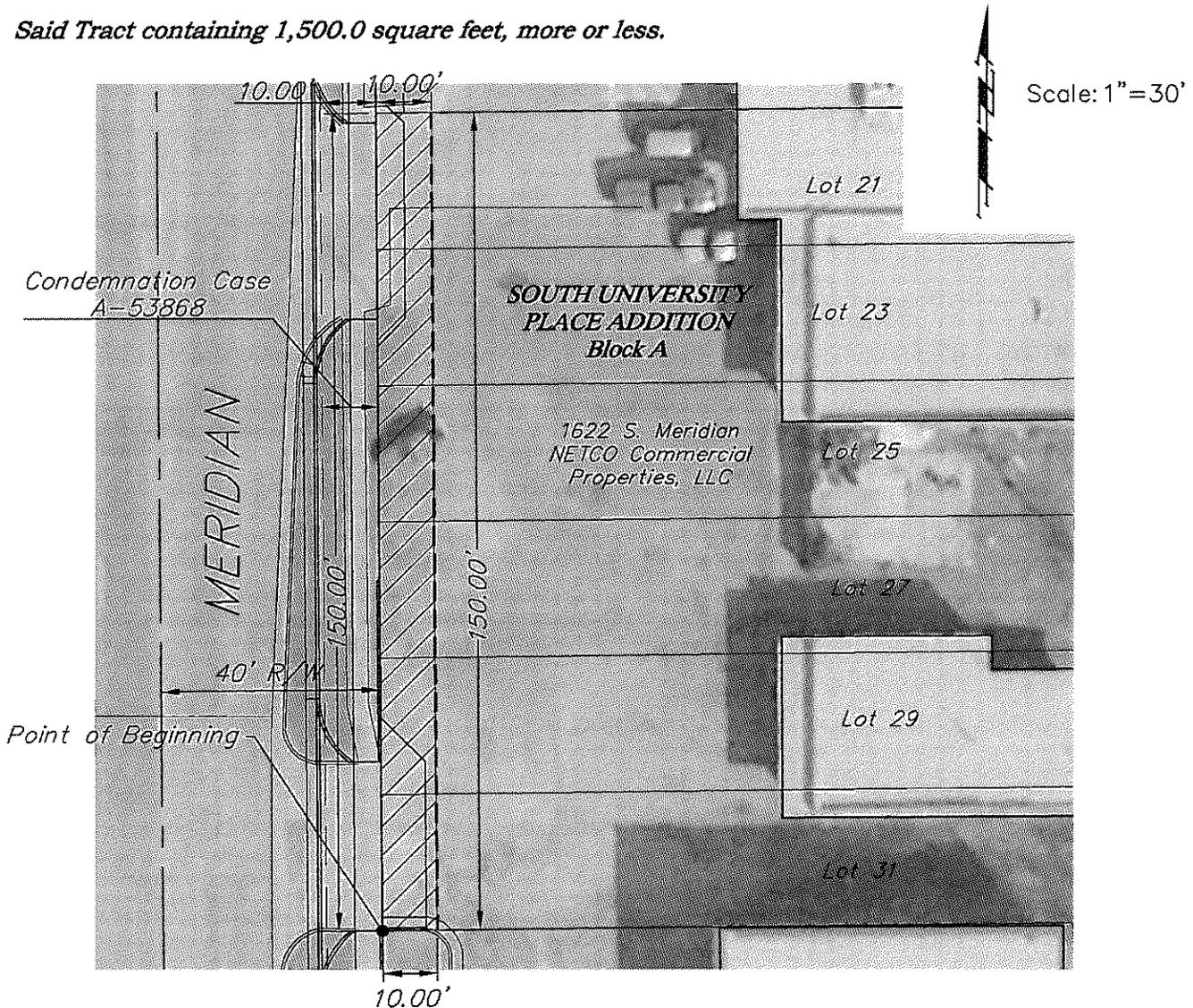
That part of Lot 47, Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the intersection of the south line of said Lot 47 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 47; thence east along the south line of said Lot 47, 20.29 feet for a point of beginning; thence continuing east along the south line of said Lot 47, 40.00 feet; thence north parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 10.00 feet; thence west parallel to the south line of said Lot 47, 40.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 10.00 feet to the point of beginning.
Said Tract containing 400.0 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lots 21, 23, 25, 27, 29 and 31, Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 31 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 31; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lot 31, 150.00 feet to the intersection with the north line of said Lot 21; thence east along the north line of said Lot 21, 10.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 150.00 feet to a point on the south line of said Lot 31; thence west along the south line of said Lot 31, 10.00 feet to the point of beginning.

Said Tract containing 1,500.0 square feet, more or less.



Owner:
 1622 S. Meridian
 NETCO COMMERCIAL PROPERTIES LLC
 861 W 95TH ST S
 HAYSVILLE, KS
 67060

September 8, 2014

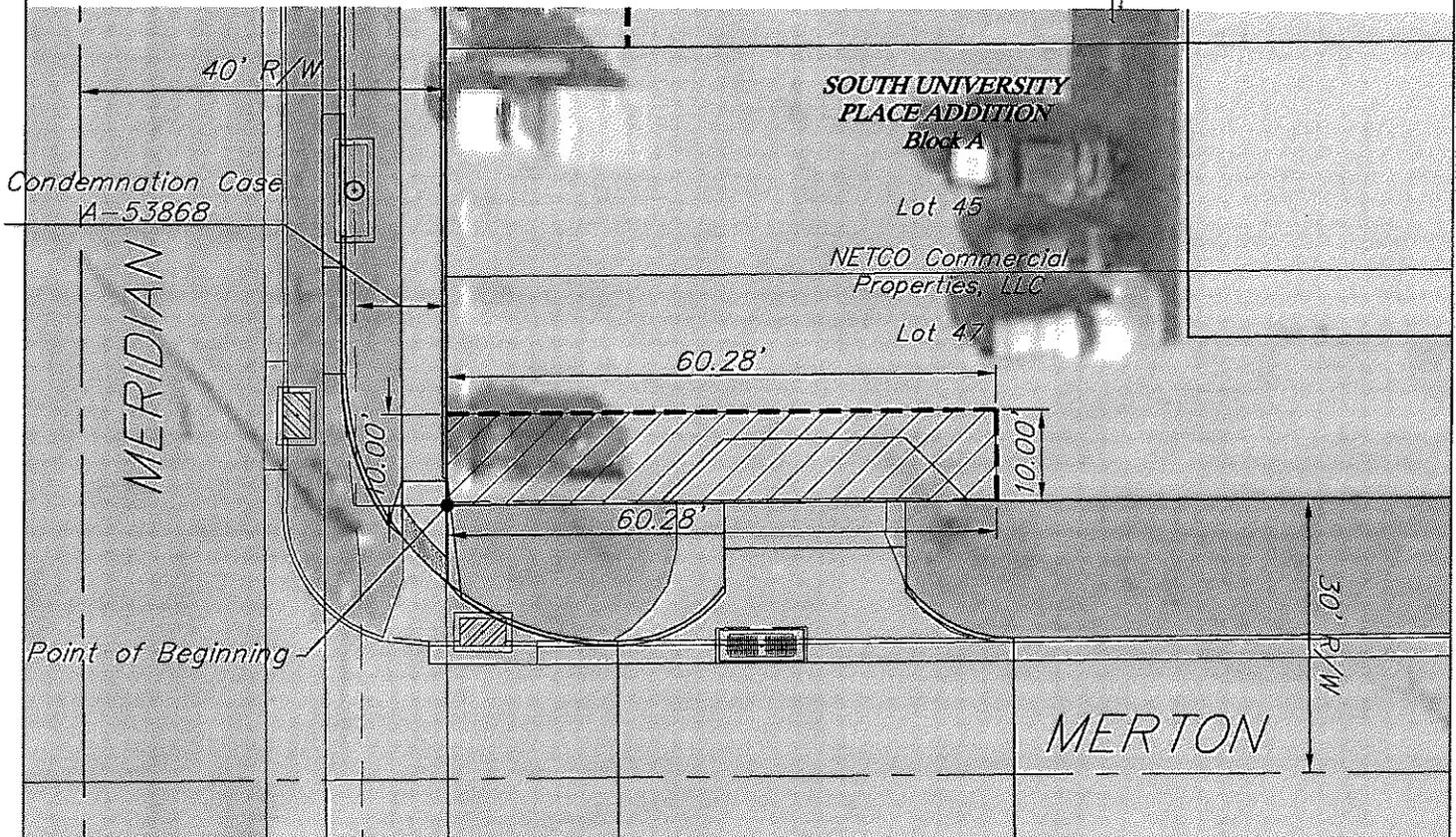
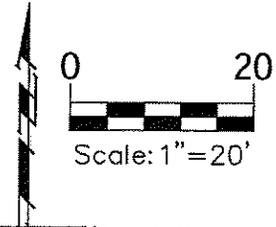
Baughman **Baughman Company, P.A.**
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lot 47, Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 47 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 47; thence east along the south line of said Lot 47, 60.28 feet; thence north parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 10.00 feet; thence west parallel to the south line of said Lot 47, 60.28 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 10.00 feet to the point of beginning.

Said Tract containing 602.8 square feet, more or less.



Owner:
NETCO COMMERCIAL PROPERTIES LLC
861 W 95TH ST S
HAYSVILLE, KS 67060

September 8, 2014

 **Baughman Company, P.A.**
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1629 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The project requires a 1,200 square foot temporary construction easement at 1629 S. Meridian. The property is improved with a retail business. The project does not impact the structural improvements at the property; however, the onsite advertising sign will be relocated as a result of the project.

Analysis: The proposed acquisition was estimated to have a value of \$730. The seller agreed to accept the offer plus an additional \$6,649 for the sign. The acceptance of the \$7,379 counter offer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$4,571 is requested. This includes \$4,071 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement and tract map.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 22

THIS EASEMENT made this 4th day of June, 2015, by and between Gaylan W. Nett, Sr. and Linda S. Nett, Trustees, or their successors in trust, under the Nett Senior Revocable Family Trust, dated March 27, 2002, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Seven Thousand Three Hundred Seventy Nine and no/100 Dollars (\$7,379.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

The east 8.00 feet of Lot 1, Nett Sager Addition Wichita, Kansas, Sedgwick County, Kansas. Said Tract containing 1,200.0 square feet, more or less.

Includes payment of \$6,649.00 for two on-premise signs.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

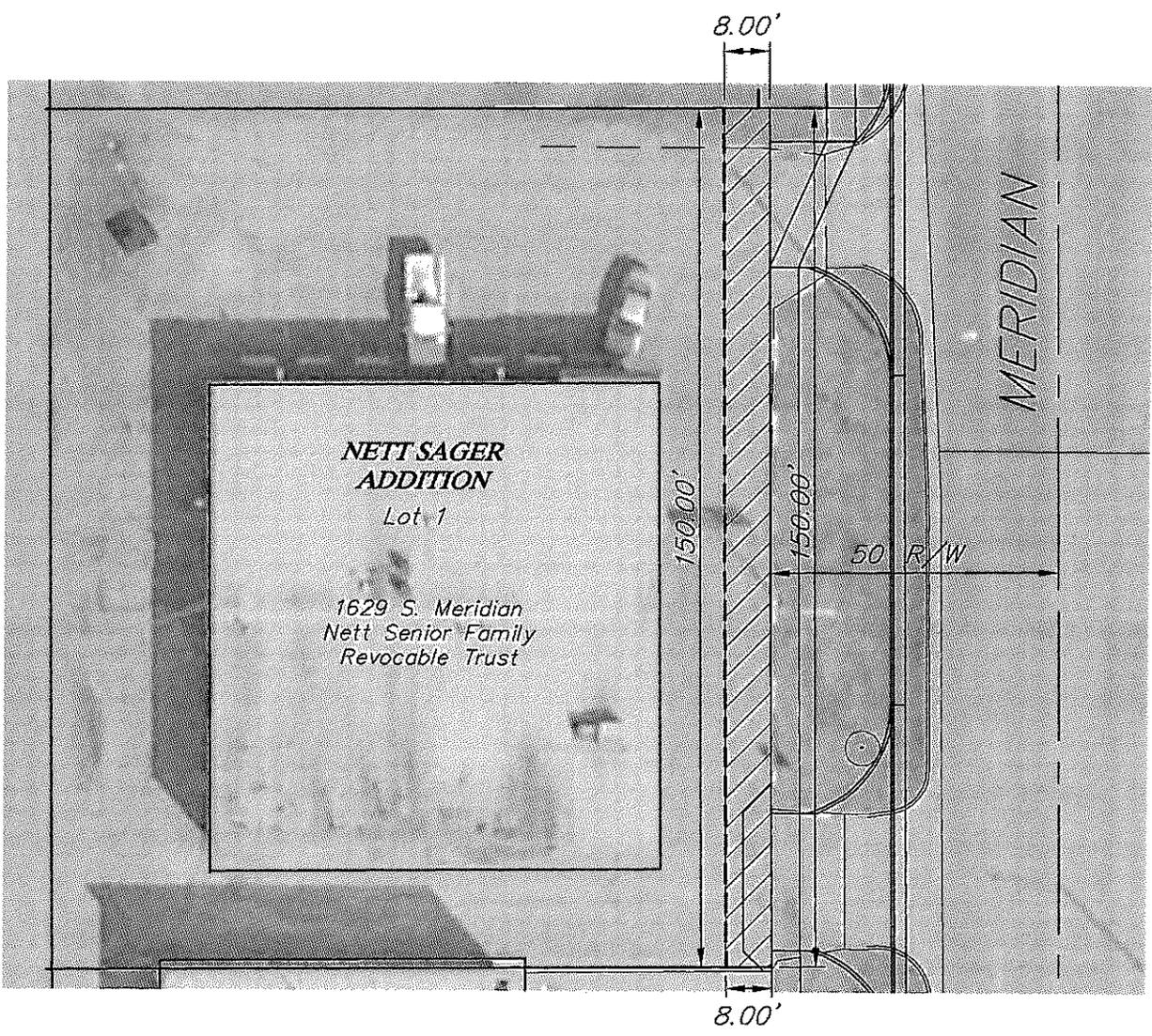
TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

The east 8.00 feet of Lot 1, Nett Sager Addition Wichita, Kansas, Sedgwick County, Kansas.

Said Tract containing 1,200.0 square feet, more or less.

Scale: 1"=30'



Owner:
 1629 S. Meridian
 NETT SENIOR FAMILY REV TR
 330 W 95TH ST S
 HAYSVILLE, KS
 67060

October 9, 2014

B Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1639 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The project requires a 660 square foot temporary construction easement at 1639 S. Meridian. The property is improved with a retail business. The project does not impact the structural improvements at the property; however, the in-ground sprinkler system will be damaged.

Analysis: The proposed acquisition was estimated to have a value of \$480. The seller agreed to accept the offer plus an additional \$3,591 for the damages to the sprinkler system. The acceptance of the \$4,071 counter offer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$4,571 is requested. This includes \$4,071 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement and tract map.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 19

THIS EASEMENT made this 4th day of June, 2015, by and between Gaylan W. Nett, Sr. and Linda S. Nett, Trustees, or their successors in trust, under the Nett Senior Revocable Family Trust, dated March 27, 2002, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Four Thousand Seventy One and no/100 Dollars (\$4,071.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lot 1, Mick Nett Addition to Wichita, Kansas, Sedgwick County, Kansas described as as commencing at the SE corner of said Lot 1; thence north along the east line of said Lot 1, 48.00 feet to the Point of Beginning; thence continuing north along the east line of said Lot 1, 55.00 feet; thence west perpendicular to the east line of said Lot 1, 12.00 feet; thence south parallel with the east line of said Lot 1 55.00 feet; thence east perpendicular to the east line of said Lot 1, 12.00 feet to the point of beginning.

Said Tract containing 660.0 square feet, more or less.

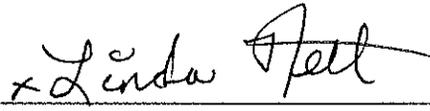
Includes payment of \$3,591.00 for sprinkler system.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

Temporary Easement shall expire at the end of construction of above noted project or at 24 months from execution of this document, whichever comes first.

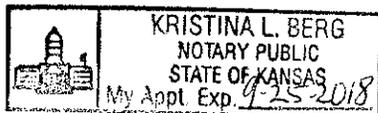
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

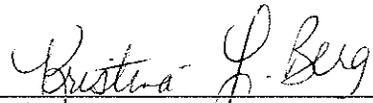
x 
Gaylan W. Nett, Sr.

x 
Linda S. Nett

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on the 4th day of June, 2015 by Gaylan W. Nett, Sr. and Linda S. Nett, Trustees, or their successors in trust, under the Nett Senior Revocable Family Trust, dated March 27, 2002 of Sedgwick County, Kansas.



(sign) 
(print) Kristina L. Berg, NOTARY PUBLIC
My commission expires: 9-25-2018

TEMPORARY CONSTRUCTION EASEMENT

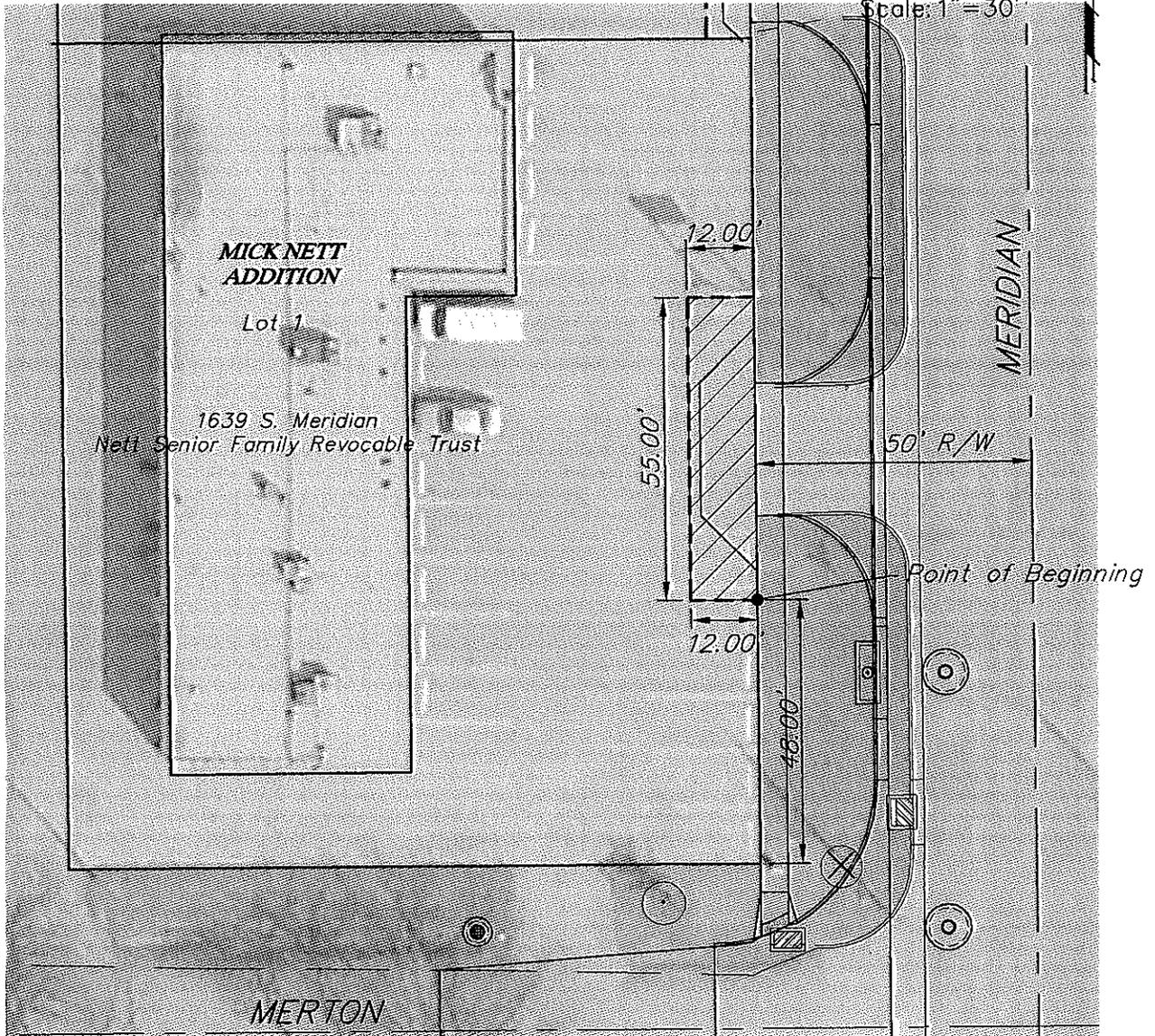
LEGAL DESCRIPTION:

That part of Lot 1, Mick Nett Addition to Wichita, Kansas, Sedgwick County, Kansas described as as commencing at the SE corner of said Lot 1; thence north along the east line of said Lot 1, 48.00 feet to the Point of Beginning; thence continuing north along the east line of said Lot 1, 55.00 feet; thence west perpendicular to the east line of said Lot 1, 12.00 feet; thence south parallel with the east line of said Lot 1 55.00 feet; thence east perpendicular to the east line of said Lot 1, 12.00 feet to the point of beginning .

Said Tract containing 660.0 square feet, more or less.

0 30

Scale: 1" = 30'



Owner:
1639 S. Meridian
Nett Senior Family Revocable Trust
330 W 95TH St S
Haysville, KS 67060

October 8, 2014

B Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easements at 1650 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The property at 1650 S. Meridian is improved with a retail business. The project requires a temporary construction easement at one of the driveway approaches. The easement consists of 1,500 square feet. The project does not impact the remainder of the property.

Analysis: The proposed acquisition was estimated to have a value of \$910. The seller agreed to accept the offer.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$1,410 is requested. This includes \$910 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement and tract map.

TEMPORARY CONSTRUCTION EASEMENT

Meridian Avenue Reconstruction 087 N-0593-01 Tract: 23

THIS EASEMENT made this 4th day of June, 2015, by and between Netco Commercial Properties, LLC, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Nine Hundred Ten and no/100 Dollars (\$910.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

That part of Lots 21, 23, 25, 27, 29 and 31, Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 31 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 31; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lot 31, 150.00 feet to the intersection with the north line of said Lot 21; thence east along the north line of said Lot 21, 10.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 150.00 feet to a point on the south line of said Lot 31; thence west along the south line of said Lot 31, 10.00 feet to the point of beginning.

Said Tract containing 1,500.0 square feet, more or less.

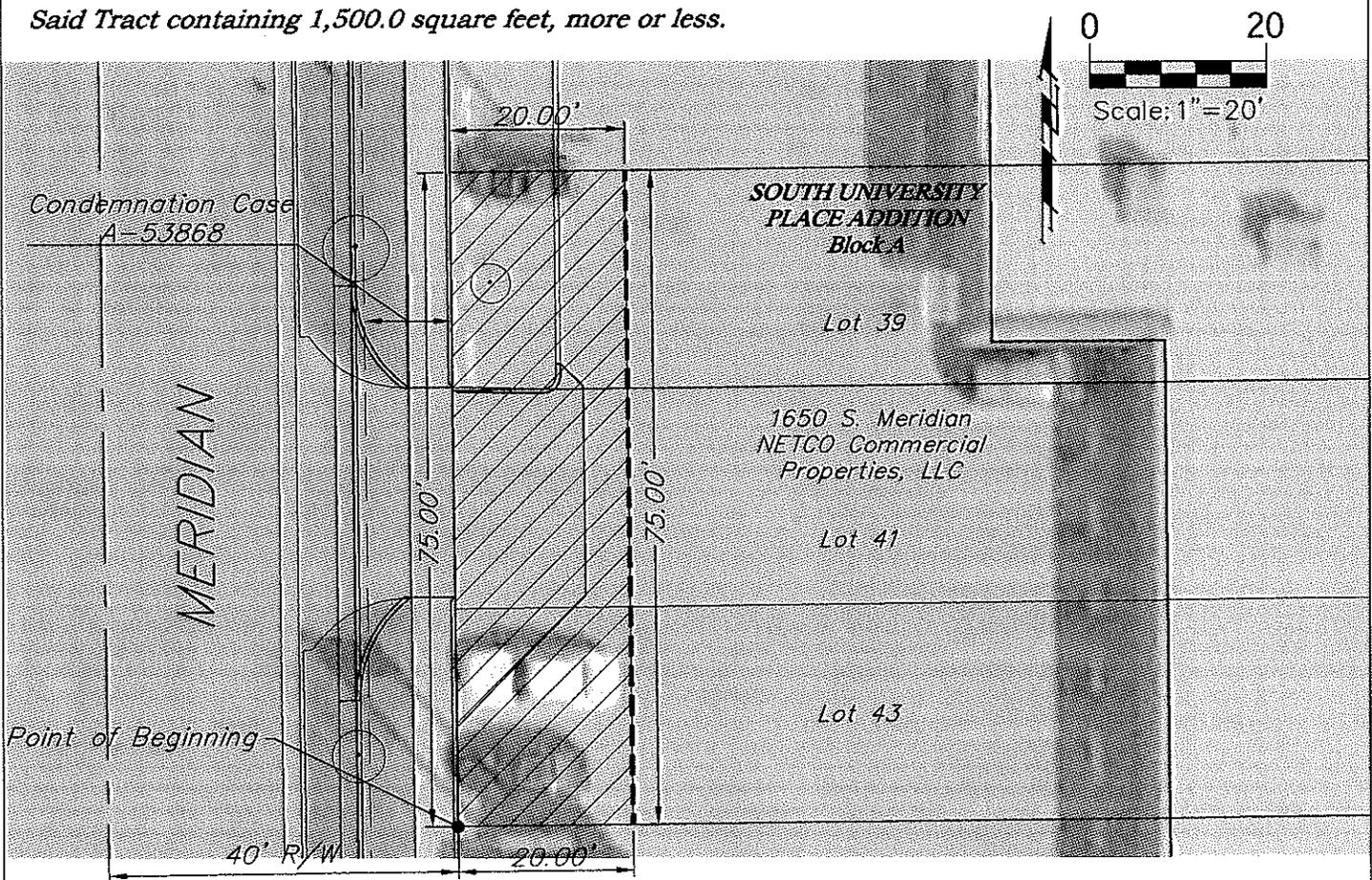
And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lots 39, 41 and 43, Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 43 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 43; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 39, 41 and 43, 75.00 feet to the intersection with the north line of said Lot 39; thence east along the north line of said Lot 39, 20.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 75.00 feet to a point on the south line of said Lot 43; thence west along the south line of said Lot 43, 20.00 feet to the point of beginning.

Said Tract containing 1,500.0 square feet, more or less.



Owner:
1650 S. Meridian
NETCO COMMERCIAL PROPERTIES LLC
861 W 95TH ST S
HAYSVILLE, KS
67060

September 8, 2014

 **Baughman Company, P.A.**
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1722 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The project requires a temporary construction easement at two of the three driveway approaches to the property at 1722 S. Meridian. The two easement areas combined are comprised of 300 square feet. The property has a privacy fence around the perimeter and a fence within the interior of the property dividing the separate uses and tenants. The project does not impact the improvements at the property; however, access during construction will be impaired.

Analysis: The proposed acquisition was estimated to have a value of \$100. The seller agreed to accept the offer plus an additional \$1,500 as damages for temporary loss of access during construction. The acceptance of the \$1,600 counter offer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$2,100 is requested. This includes \$1,600 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Real estate agreement, temporary construction easement and tract map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 19th day of June, 2015 by and between Walter L. Graham, Jr. and Jayma Graham, husband and wife, parties of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer, by a good and sufficient temporary construction easement, the following described real property, situated in Sedgwick County, Kansas, to-wit:

That part of Lots 21 and 23, Block H, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the intersection of the north line of said Lot 21 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the northwest corner of said Lot 21; thence south along east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 13.00 feet to the point of beginning; thence east parallel with and 13.00 feet south of the north line of said Lot 21, 8.00 feet; thence south parallel with and 8.00 feet normally distant east of the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 17.50 feet; thence west parallel to the south line of said Lot 23, 8.00 feet; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 21 and 23, 17.50 feet to the to the point of beginning.

TOGETHER WITH

That part of Lots 25 and 27, Block H, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the intersection of the south line of said Lot 27 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 27; thence north along east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 11.00 feet to the point of beginning; thence continuing north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 25 and 27, 20.00 feet; thence east parallel with and 6.00 feet normally distant north from the north line of said Lot 27, 8.00 feet; thence south parallel with and 8.00 feet normally distant east of the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 20.00 feet; thence west parallel to the south line of said Lot 27, 8.00 feet to the point of beginning.

Said Tract containing ~~360.0~~ square feet, more or less.

WLGJR 3000

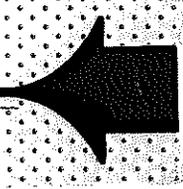
2. The Buyer hereby agrees to purchase, and pay as consideration for the conveyance to it of the above-described real properties, Sixteen Hundred Dollars (\$1,600).
3. The Seller and Buyer hereby agree that the Buyer, or his duly authorized agents, possess the right of entrance to the area described as the Temporary Construction Easement, occupation and use to continue only during the construction and completion of the above project.
4. The Temporary Construction Easement expires three (3) years from the date of execution or sixty days (60) after completion of the road construction project for which this easement is acquired.
5. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
6. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
7. Taxes and specials shall be pro-rated for the calendar year. All prior years specials and taxes shall be current at time of closing.
8. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted. Seller agrees to provide lease cancelations for any leases with terms longer than month to month.
9. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
10. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before June 26, 2014.
11. Possession to be given to Buyer at closing
12. Closing costs shall be paid 100% by Buyer and 0% by Seller.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Walter L. Graham Jr.
Walter L. Graham, Jr.

Jayma Graham
Jayma Graham



BUYER:

Jeff Longwell, Mayor

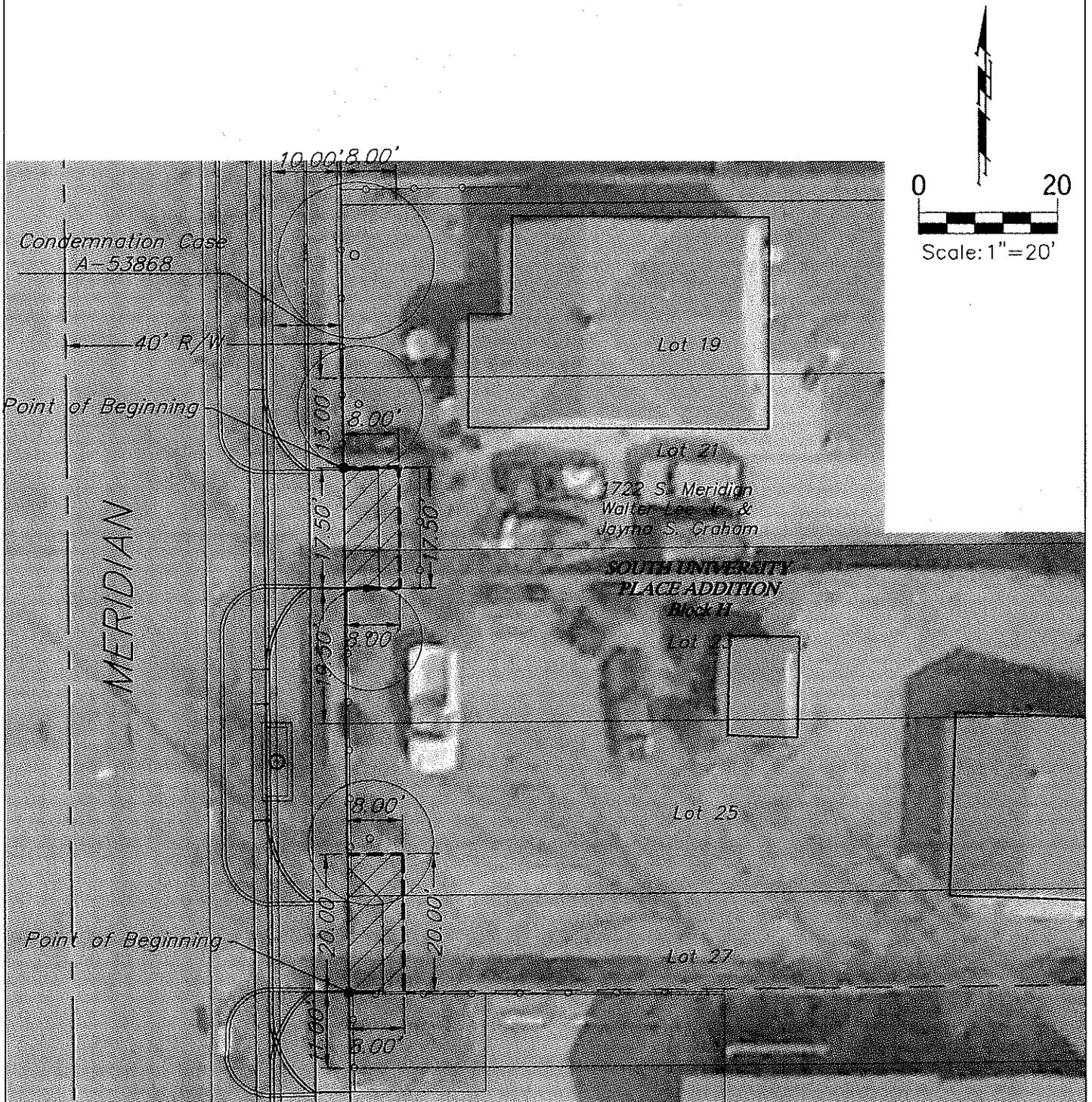
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

TEMPORARY CONSTRUCTION EASEMENT



Owner:
1722 S. Meridian
Walter Lee Jr. & Jayma S. Graham
311 Mamie
Wichita, KS 67209

300

September 8, 2014

Page 1 of 2

E:\Projects\Meridian-Orient to McCormick\Exhibit 07

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lots 21 and 23, Block H, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the intersection of the north line of said Lot 21 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the northwest corner of said Lot 21; thence south along east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 13.00 feet to the point of beginning; thence east parallel with and 13.00 feet south of the north line of said Lot 21, 8.00 feet; thence south parallel with and 8.00 feet normally distant east of the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 17.50 feet; thence west parallel to the south line of said Lot 23, 8.00 feet; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 21 and 23, 17.50 feet to the to the point of beginning.

TOGETHER WITH

That part of Lots 25 and 27, Block H, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the intersection of the south line of said Lot 27 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 27; thence north along east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 11.00 feet to the point of beginning; thence continuing north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 25 and 27, 20.00 feet; thence east parallel with and 6.00 feet normally distant north from the the north line of said Lot 27, 8.00 feet; thence south parallel with and 8.00 feet normally distant east of the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 20.00 feet; thence west parallel to the south line of said Lot 27, 8.00 feet to the point of beginning.

Said Tract containing 300.0 square feet, more or less.

Owner:
1722 S. Meridian
Walter Lee Jr. & Jayma S. Graham
311 Mamie
Wichita, KS 67209

Page 2 of 2

E:\Projects\Meridian-Orient to McCormick\Exhibit 07

November 24, 2014



TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT Made and entered into this 19th day of June, 2015, by and between Walter L. Graham, Jr. and Jayma Graham, husband and wife, herein referred to as "Grantors", and the City of Wichita, Kansas, a municipal corporation. , successors and assigns herein referred to as "Grantees".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and Zero Cents (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a temporary construction easement for the purpose of construction activities associated with improvement of Meridian from Pawnee to McCormick and associated work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

That part of Lots 21 and 23, Block H, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the intersection of the north line of said Lot 21 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the northwest corner of said Lot 21; thence south along east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 13.00 feet to the point of beginning; thence east parallel with and 13.00 feet south of the north line of said Lot 21, 8.00 feet; thence south parallel with and 8.00 feet normally distant east of the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 17.50 feet; thence west parallel to the south line of said Lot 23, 8.00 feet; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 21 and 23, 17.50 feet to the to the point of beginning.

TOGETHER WITH

That part of Lots 25 and 27, Block H, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as commencing at the intersection of the south line of said Lot 27 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 27; thence north along east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 11.00 feet to the point of beginning; thence continuing north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 25 and 27, 20.00 feet; thence east parallel with and 6.00 feet normally distant north from the north line of said Lot 27, 8.00 feet; thence south parallel with and 8.00 feet normally distant east of the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 20.00 feet; thence west parallel to the south line of said Lot 27, 8.00 feet to the point of beginning.

Said Tract containing ~~300.0~~ square feet, more or less.

WLGJ 300 QJ

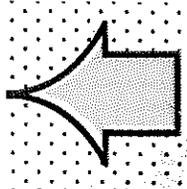
The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses 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 road construction and associated site work for a period not to exceed three (3) years from the date above written or sixty (60) days after the completion of the project, whichever is sooner.

IN WITNESS WHEREOF: Grantors have signed these presents the day and year first written.

Walter L. Graham, Jr.
Walter L. Graham, Jr.

Jayma Graham
Jayma Graham



STATE OF KANSAS)
) ss:
COUNTY OF SEDWICK)

On this day of _____, 2015, before me, a notary public in and for said county and state, personally appeared Walter L. Graham, Jr., husband to Jayma Graham, to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

(seal)

Notary Public

My commission expires: _____

STATE OF KANSAS)
) ss:
COUNTY OF SEDWICK)

On this day of _____, 2015, before me, a notary public in and for said county and state, personally appeared Jayma Graham, wife to Walter L. Graham, Jr., to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

(seal)

Notary Public

My commission expires: _____

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous and Unsafe Structure
(District IV)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt resolution scheduling a public hearing to consider condemnation of structure deemed dangerous and unsafe per Kansas State Statutes.

Background: On June 1, 2015, the Board of Building Code Standards and Appeals conducted a hearing on the property listed below. The building on the property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule a condemnation hearing before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

Analysis: Minimum Housing Code violation notices have been issued on the structure; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous building.

Property Address
a. 201 S. Meridian

Council District
IV

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolution to schedule a public hearing before the City Council on August 18, 2015 at 9:30 a.m. or soon thereafter, to consider condemnation of structure deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **201 S. MERIDIAN** and legally described as: **THE NORTH 50 FEET OF THE SOUTH 75 FEET OF THE EAST HALF OF LOT 5, SMITHSONS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **August 18, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two-story frame dwelling about 20 x 25 feet in size. Vacant for at least 1 year, this structure has badly deteriorated wood roof; deteriorated and missing wood shingle siding; and deteriorated wood trim.

(b) Street Address: 201 S. MERIDIAN

**(c) Owners:
Jared Shannon & Amy Shannon
17 Country Manor Court
Eagle Lake, Minnesota 56024**

(d) Resident Agent: None

(e) Occupant: None

**(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203**

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 10, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 201 S. MERIDIAN

LEGAL DESCRIPTION: THE NORTH 50 FEET OF THE SOUTH 75 FEET OF THE EAST HALF OF LOT 5, SMITHSONS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 20 x 25 feet in size. Vacant for at least 1 year, this structure has badly deteriorated wood roof; deteriorated and missing wood shingle siding; and deteriorated wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE NORTH 50 FEET OF THE SOUTH 75 FEET OF THE EAST HALF OF LOT 5, SMITHSONS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **201 S. MERIDIAN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **7th day of July 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **18th day of August 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE NORTH 50 FEET OF THE SOUTH 75 FEET OF THE EAST HALF OF LOT 5, SMITHSONS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **201 S. MERIDIAN**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 20 x 25 feet in size. Vacant for at least 1 year, this structure has badly deteriorated wood roof; deteriorated and missing wood shingle siding; and deteriorated wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **7th day of July 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Jennifer L. Magana, City Attorney and Director of Law

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON JULY 10th AND JULY 17th

RESOLUTION NO. 15-196

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE NORTH 50 FEET OF THE SOUTH 75 FEET OF THE EAST HALF OF LOT 5, SMITHSONS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **201 S. MERIDIAN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **7th day of July 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **18th day of August 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE NORTH 50 FEET OF THE SOUTH 75 FEET OF THE EAST HALF OF LOT 5, SMITHSONS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **201 S. MERIDIAN**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 20 x 25 feet in size. Vacant for at least 1 year, this structure has badly deteriorated wood roof; deteriorated and missing wood shingle siding; and deteriorated wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **7th day of July 2015**.

Jeff Longwell, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Approved as to form:

Jennifer L. Magana, City Attorney and Director of Law

CITY OF WICHITA
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Agreements Concerning City-owned Property in the 13700 Block of West Onewood (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the agreements.

Background: In 2002, the City of Wichita acquired five platted, residential lots in the 13700 Block of West Onewood. The lots are near the Auburn Hills Golf Course clubhouse. The land was acquired for overflow parking; however, the need has not materialized. The interim use of the site has been for turf growing. On March 3, 2105, the City Council approved declaring the lots surplus and offering them for sale.

Analysis: There have been no offers or expressions of interest for the lots since they were approved for sale. When the lots were deeded to the City, it was with the intent that these lots were to be used for non-residential purposes; they were not included in the documents governing the covenants, conditions and restrictions (CC&R's) for the development. The developer of the project has provided an agreement to make the lots subject to the developments CC&R's. The developer has also proposed to list and market the lots for the City. The developer has marketing control over all other undeveloped lots in the development. Listing with the developer will assure development of the lots consistent with the project standards as well as greater marketing exposure through inclusion into the development marketing plan. The developer has proposed that the City pay no commission on the sale of the lots.

Financial Considerations: The City will receive cash consideration for the sale of the property. Additionally, the City will not have to pay the commission that is normally associated with an open listing sale. The funds from the sale will return to the Golf Fund. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

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

Recommendation/Action: It is recommended that the City Council approve the agreements and authorize all necessary signatures.

Attachments: Exclusive right to sell listing agreement – land and annexation of additional land to the declaration of covenants, conditions, restrictions, easements and disclosures.

**ANNEXATION OF ADDITIONAL LAND TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND DISCLOSURES FOR AUBURN HILLS 13TH**

This Annexation of Additional Land to the Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Auburn Hills 13th (“Annexation”) is made this _____ day of _____, 2015, by West Wichita Development, Inc., a Kansas corporation (hereinafter referred to as the “Developer”).

WHEREAS, Developer filed with the Sedgwick County, Kansas Register of Deeds a certain Amended And Restated Declaration Of Covenants, Conditions, Restrictions, Easements And Disclosures For Auburn Hills 13th dated July 12, 2002, and recorded in the office of the Sedgwick County Register of Deeds at Film 2490, Page 0396 *et seq.*, as amended from time-to-time (“Declaration”).

WHEREAS, pursuant to Article X of the Declaration, Developer has the power and authority to annex additional real property into the Property which is subject to the Declaration, and desires to do so, and further has the power and authority to amend the Declaration as provided herein.

NOW, THEREFORE:

1. Pursuant to Article X of the Declaration, Developer hereby annexes the real estate referenced below as Lots which are part of the Property, as both terms are defined in Section 1.11 of the Declaration, and thereby subjects the following real estate to all of the terms, provisions, and conditions of the Declaration. The real estate to be annexed as part of the Property is described as:

Lots 1-5, Block A, Auburn Hills 13th Addition, Wichita, Sedgwick
County, Kansas

The current owner of such real estate has executed a Consent to Annexation attached hereto.

AFTER RECORDING, RETURN TO:
Ron H. Harnden
Triplett, Woolf & Garretson, LLC
2959 N. Rock Rd., Suite 300
Wichita, Kansas 67226

471212 06/15/15

2. Except as provided herein, the Declaration, as amended, shall remain in full force and effect in accordance with its prior terms and conditions.

IN WITNESS WHEREOF, Developer has executed this Annexation on the date and year first above written.

DEVELOPER

WEST WICHITA DEVELOPMENT, INC.,
a Kansas corporation

By _____
Jay W. Russell, President

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of _____, 2015, before me a Notary Public in and for the County and State aforesaid, personally appeared Jay W. Russell, the President of West Wichita Development, Inc., a Kansas corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

NOTARY PUBLIC
My appointment expires: _____

CONSENT TO ANNEXATION

The foregoing Annexation is agreed to and accepted by the Owner of Lots 1-5, Block A, Auburn Hills 13th Addition, Wichita, Sedgwick County, Kansas (“Lots”), and the Lots are hereby declared to be made subject to the Declaration by the undersigned Owner of such Lots.

THE CITY OF WICHITA, KANSAS

By: _____
Name: Jeff Longwell
Title: Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Longwell, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public
My Appointment Expires: _____

Approved as to Form:

Jennifer Magana, Director of Law

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - LAND
TRANSACTION BROKER

1 This Exclusive Right to Sell Listing Agreement – Land (“Agreement”) is between Seller and Brokerage Firm (Brokerage Firm, its brokers,
2 agents and employees are referred to collectively as “Broker”) for the Property commonly known as _____

3 See Attached List Exhibit A

4 is exclusive and irrevocable for the period beginning May 26, 2015 and ending May 26, 2017
5 (the “Term”).

6 LEGAL DESCRIPTION: Lots 1-5 Block A Auburn Hills 13th Addition

7
8
9 The Property is offered for sale for: (i) (\$ _____) _____ dollars or (ii) (\$ _____)
10 _____ dollars per acre (the “Purchase Price”) on the following terms: A. Cash

11 B. Loan: Conventional _____ Assumption _____ FHA _____ VA (Seller understands that certain fees in connection with a
12 government loan may not be allowed to be paid by the buyer and therefore must be paid by the Seller.) C. _____ Seller Carry on the
13 following terms: _____

14
15 Sale of the Property shall include all improvements located on the Property, as well as the following items: N/A

16
17 Sale of the Property shall exclude the following: N/A

18
19 Mineral rights: Crops planted at the time of sale: Water rights:
20 _____ % pass with the land to the Buyer _____ pass with the Property _____ pass with the Property
21 _____ % remain with the Seller _____ remain with the Seller _____ to the Buyer
22 _____ % are owned by third party none _____ Permit # _____
23 unknown _____ negotiable _____ Permit # _____
24 _____ other _____ have been terminated
25
26 (please describe other) _____
27

28 Are there any oil, gas, or wind leases of record? No

29 There is no leasehold interest or tenant's rights in the Property, except as follows: None

30 1. **LISTING SERVICES:** Seller authorizes Broker to:

31 A. Cooperate and divide Broker's Fee with other brokers in any manner acceptable to Broker and the other brokers. The Seller
32 agrees that Broker shall: **(please initial)**

33 Offer Cooperation to: Offer Compensation to:
34 Buyer's Agents Yes _____ No _____ Buyer's Agents Yes _____ No _____
35 Transaction Brokers Yes _____ No _____ Transaction Brokers Yes _____ No _____

- 36 B. Place a For Sale sign on the Property and remove all other signs during the Term of this Agreement.
37 C. Enter the Property at reasonable times to show to prospective buyers, or provide access for inspections and appraisals.
38 D. Contact any and all lien holders to obtain any and all relevant information.
39 E. Contact the United States Department of Agriculture Farm Service Agency as well as any other governmental agency to obtain
40 any and all information regarding the Property and Seller authorizes the Farm Service Agency as well as all other
governmental agencies to release such information to Broker.

41 2. **BROKER AGREES TO:** Perform the terms of this Agreement, act as a transaction broker which means Broker will not be an agent or
42 advocate of either Seller or buyer, and present all offers, counteroffers and back-up offers in a timely manner, even when the Property
43 is subject to a Contract of Sale. **Broker will:**

44 A. Market the Property at Broker's expense, unless otherwise agreed to in writing.

Seller's Initials _____

- 45 B. Disclose to the Seller all adverse material facts actually known by the Broker, including but not limited to material facts
46 concerning the buyer's financial ability to perform the terms of the transaction.
47 C. Keep Seller and buyer fully informed regarding the transaction.
48 D. Assist the parties in complying with the terms and conditions of any contract including closing the transaction.
49 E. Advise the parties regarding the transaction and suggest that the parties obtain expert advice as to material matters known
50 by the Broker but the specifics of which are beyond the Broker's expertise. When the parties have been so advised, no cause
51 of action for any person shall arise against the Broker pertaining to such material matters.
52 F. Disclose to any prospective buyer and Seller any facts actually known by Broker, related to the physical condition of the
53 Property, that were omitted from or which contradict any information included in a written report that has been prepared by
54 a qualified third party and provided to a prospective buyer or Seller. However, Broker owes no duty to conduct an
55 independent inspection of the Property for the benefit of a prospective buyer or Seller or to independently verify the
56 accuracy or completeness of statements made by the Seller, buyer or any qualified third party inspectors; or to conduct an
57 independent investigation of buyer's financial condition.
58 G. Account in a timely manner for all money and property received.
59 H. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (the "Act") and rules
60 and regulations adopted under the Act, comply with any applicable federal, state and local laws, rules, regulations and
61 ordinances, including fair housing and civil rights statutes and rules and regulations.
62 I. Disclose to all prospective buyers all adverse material facts actually known by the Broker, including but not limited to: any
63 environmental hazards affecting the Property which are required by law to be disclosed, the physical condition of the
64 Property, any material defects in the Property or title thereto, or any material limitations on the Seller's ability to perform
65 under the terms of the contract.

66 3. **THE BROKER IS NOT RESPONSIBLE** for vandalism, theft, or damage of any nature to the Property.

67 4. **SELLER AGREES TO AND WILL:**

- 68 A. Refer all inquiries and offers received during the Term of this Agreement to the Broker.
69 B. Furnish the Broker a key (if applicable) to the Property and permit the Broker to place a lock box on the Property during the
70 Term of this Agreement or until final settlement of a sales transaction, whichever is later.
71 C. Provide evidence of clear title to the Property and inspection reports, including, but not limited to, water well, septic tank,
72 lagoon and environmental inspections, when required in a sales contract or by a code or ordinance of a governmental agency.
73 Seller agrees to indemnify, defend and hold harmless Broker from any liability, cost or expense related to the title to the
74 Property, any inspections or any inspection reports.
75 D. Leave utilities (if applicable) on during the Term of this Agreement or until buyer's possession of the Property, whichever is
76 later, unless otherwise agreed to in writing.
77 E. Thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any errors or
omissions. Seller represents and warrants that to the best of Seller's knowledge the listing information is accurate.

77 5. **EARNEST MONEY:** Seller understands and agrees that Broker may accept a deposit ("Earnest Money"), which will be applied against
78 the Purchase Price and deposited into an escrow account maintained by the Broker or other escrow agent until the closing of the sale
79 of the Property. If the Earnest Money is forfeited by the buyer, Seller shall be entitled to ½ of the Earnest Money and shall direct the
80 escrow agent to pay ½ of the Earnest Money to Broker or authorize Broker to retain ½ of the Earnest Money if the Earnest Money is in
81 an escrow account maintained by Broker. Notwithstanding the foregoing, Broker's ½ of the Earnest Money shall not exceed the Fee
82 which would be paid to Broker if the sale closed.

83 6. **COMPENSATION:** Seller agrees to pay Broker 0 % of the selling price or \$ N/A (the "Fee") if Broker
84 produces a ready, willing and able buyer for the Property at the price and terms stated in this Agreement, or later agreed upon by
85 Seller, or if the sale, lease or exchange of the Property is made by the Seller or any other person during the Term of this Agreement.
86 Seller authorizes the deduction of the Fee from the Seller's proceeds at closing. As clarification, if a sale of the Property fails to close
87 due to Seller's default or with Seller's consent, Seller shall remain obligated to pay Broker the Fee.

88 In addition, Seller shall pay Broker the Fee if the Property is sold, leased, exchanged, conveyed, or otherwise transferred to an
89 Identified Buyer within n/a days after the termination or expiration of this Agreement (the "Protection Period"). An "Identified Buyer"
90 is any person or entity with whom Broker has provided information, shown, exchanged correspondence, negotiated or exposed the
91 Property and whose name is listed in a written notice provided to Seller by Broker prior to the expiration or termination of this
92 Agreement. Notwithstanding the foregoing, Seller shall not be obligated to pay the Fee if Seller and another licensed real estate
93 broker execute a valid exclusive listing agreement during the Protection Period and the sale, lease, exchange, conveyance or transfer of
94 the Property is made during the Protection Period.

Seller's Initials _____

95 7. **BROKERAGE RELATIONSHIP DISCLOSURE:** Seller acknowledges receiving the "Real Estate Brokerage Relationships" brochure.
96 Seller understands and agrees that as part of the marketing of the Property, Broker may be showing buyers properties other than the
97 Property and providing buyers with information on selling prices in the area. Seller understands that Broker may show alternative
98 properties not owned by Seller to buyers, may list competing properties for sale, and serve as a single agent for the same or for
99 different parties in other real estate transactions without breaching any obligation or responsibility. Information known to a
100 transaction broker shall not be imputed to any party to the transaction or to any licensee within the Brokerage Firm engaged as a
101 transaction broker.

102 8. **THE BROKER WILL NOT DISCLOSE** the following information without the consent of all parties to the transaction:
103 A. that a buyer is willing to pay more than the Purchase Price offered for the Property;
104 B. that Seller is willing to accept less than the asking price for the Property;
105 C. what the motivating factors are for any party buying or selling the Property;
106 D. that Seller or a buyer will agree to financing terms other than those offered; or
107 E. any information or personal confidences about a party to the transaction which might place the other party at an advantage
108 over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent
109 misrepresentation.

110 9. Seller has been advised and understands that **THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL DEFECTS IN THE**
111 **PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY FOR DAMAGES.** Seller represents
112 and warrants that the information provided to the Broker as well as the information provided in this Agreement is true and correct
113 according to the Seller's knowledge and agrees to indemnify, defend and hold Broker and any cooperating brokers and agents
114 harmless from any claims, liabilities, and damages, including but not limited to reasonable attorney fees and costs, arising due to (i)
115 Seller's failure to disclose information regarding the Property, (ii) Seller providing any incorrect information regarding the Property, or
116 (iii) Seller's breach of any terms or conditions of this Agreement.

117 10. **South Central Kansas MLS ("SCK MLS") SUBMISSION:** It is understood and agreed that the Broker will submit information
118 concerning the Property to the SCK MLS in accordance with its rules and regulations. Seller acknowledges and understands that the
119 sales data and/or expiration data can and may be distributed at the discretion of SCK MLS to its authorized members, and authorizes
120 Broker to release all data on the Property. It is further understood that the Broker will timely notify SCK MLS if information regarding
121 the Property changes. Seller authorizes the Broker to notify SCK MLS of a signed sales contract on the Property and authorizes the
122 dissemination to others, including the County Appraiser, of sales information (including the sales price of the Property) after the
123 closing of the sale, to be used in establishing the market value for other properties.

124 11. **DISTRIBUTION OF INFORMATION:** Seller authorizes Broker to disseminate data about the Property and other information relating
125 to the Property supplied by, or on behalf of the Seller, including creative works depicting the Property, such as virtual tours, images,
126 and any textual descriptions of the Property (collectively referred to as "Content"), to SCK MLS's members, participants, subscribers
127 and other licensees or users of the SCK MLS database compilation (collectively referred to as SCK MLS Users"), or any other multiple
128 listing service in which Broker participates, and to further disseminate, or permit SCK MLS or SCK MLS Users to disseminate such
129 Content to potential purchasers through websites on the internet that are owned, operated or controlled by SCK MLS or SCK MLS
130 Users.

131 Seller acknowledges that distributing information in this manner is intended to increase public awareness of the Property.

132 (please initial one) Yes _____ No _____

133 Seller desires to **RESTRICT** the marketing of the Property as follows: **(INITIAL ONLY IF APPLICABLE)**

134 A. _____ Seller does NOT authorize the Broker to submit and market the Property on any internet websites.
135 B. _____ Seller does NOT authorize the display of the Property address on any internet website.
136 C. _____ Seller does NOT authorize the display of unedited comments or reviews of the Property (or the
137 display of a hyperlink to such comments or reviews) on any SCK MLS User's internet website.
138 D. _____ Seller does NOT authorize the display of an automated estimate of the market value of the
139 Property (or a hyperlink to such estimate) on any SCK MLS User's internet website.

140 12. **THE PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTION AND SALE TO ALL PERSONS WITHOUT**
141 **REGARD TO RACE, COLOR, RELIGION, SEX, AGE, DISABILITY, FAMILIAL STATUS OR NATIONAL ORIGIN.**

Seller's Initials _____

142

143

144

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15. Miscellaneous:

See Exhibit B attached hereto and incorporated herein.

147

Prices of lots: Lot 1 Blk A - \$55000; Lots 2-6 Blk A - \$60000; Lot 5 Blk A-\$65000

148

14. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES: Signatures to this Agreement may be transmitted by electronic mail (such as a PDF), through electronic means in accordance with the Kansas Uniform Electronic Transactions Act and signed in counterpart, on separate pages, which may then be assembled as the complete agreement of the parties.

149

150

151

152

15. BINDING EFFECT: This Agreement shall inure to the benefit of Seller and Broker, and be fully binding upon their respective heirs, executors, personal representatives, administrators, successors and assigns.

153

154

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any previously executed contracts and representations, verbal or written.

155

156

Seller represents and warrants to Broker that all parties with any ownership interest in the Property are parties to this Agreement, no other listing agreement to sell the Property is in effect and Seller is able to convey merchantable title to the Property at closing.

157

158

Seller acknowledges receipt of a copy of this Agreement.

159

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

160

BROKER RECOMMENDS TO SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED IN ANY REAL ESTATE TRANSACTION.

161

162

163

164

J Russell Companies

165

Brokerage Firm

Seller

Date

166

BY

[Handwritten Signature]

167

(Agent's Signature)

Date

Seller

Date

168

6302 W. Driftwood, Wichita, Ks 67205

169

Brokerage Firm's Address

Seller's Address

170

316-722-2417

171

Brokerage Firm's Phone

Agent's Fax

Work Phone

Home/Cell Phone

172

lrobb@southwind.net

648-1199

316-648-1199

173

Agent's e-mail

Agent's Cell

Seller's e-mail

174

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176

Exhibit A
(To Exclusive Listing Agreement)

Listing of Property

Exhibit B
(To Exclusive Listing Agreement)

1. As noted in paragraph 6 of the Exclusive Right to Sell Listing Agreement – Land (“Listing”), Seller is not paying Broker any compensation for the sale of the Property. However, Seller has agreed that Broker may establish a right in the sales contracts concerning the Property to receive a 6% marketing fee in the connection with the initial construction of the residence on each parcel of the Property calculated based on the value of the completed residence. The marketing fee shall be shared by the Broker with any cooperating real estate agency or broker. Such marketing fee shall be payable upon completion upon each applicable residence. The obligation to pay the marketing fee as provided above shall be binding on the initial purchaser and each subsequent owner of the applicable parcel until the initial residence is constructed thereon and the marketing fee paid in full.

2. In order to provide for payment of the marketing fee as specified in paragraph 1 above, Seller hereby authorizes Broker to prepare the form of sales contract to be used in connection with the sale of each parcel of the Property and to include in such contract such provisions that the Broker determines are necessary to protect it and the interest of any cooperating broker/licensee to collect the marketing fee. Seller agrees not to sell any parcel of the Property without including such protective language that in any way will allow a purchaser to avoid payment of the marketing fee.

City of Wichita
City Council Meeting
July 7th, 2015

TO: Mayor and City Council
SUBJECT: Derby Interlocal Agreement (All Districts)
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendation: Approve the Interlocal Agreement for the City of Derby.

Background: Each year, the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. The amount of funding is based upon a complex formula involving miles driven, population area and density served.

Analysis: The service area for which the City of Wichita is allowed to seek funds includes parts of Sedgwick County and other incorporated entities within the urbanized area (UZA). The City can request funds for public transportation services to enhance the programs of the urbanized area and pass through a portion of the total annual apportionment. For Fiscal Year 2015, the pass-through funds will be \$40,000 of federal funds for program support, preventive maintenance, and operating costs for the City of Derby.

Financial Considerations: The City of Wichita will pass through \$40,000 of Federal Transit Administration funds to the City of Derby. The City of Derby will pay the matching portion of \$17,500.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form. By the attached Interlocal Agreement, the City of Derby agrees to adhere to all Federal program requirements attached to the grant. The City will give guidance for the federal reporting required under the grant, but will have no part in operating these transportation programs within the City of Derby.

Recommendations/Actions: It is recommended that the City Council approve the Interlocal Agreement for the City of Derby.

Attachment: Interlocal agreement with the City of Derby.

INTERLOCAL AGREEMENT
For Section 5307 Funding

This interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“WICHITA”) and the City of Derby, Kansas (“DERBY”).

WICHITA and DERBY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide on-going support to transit services provided by WICHITA and DERBY. It is therefore, mutually agreed as follows:

1. **Term.** The Agreement shall be effective upon execution by all parties hereto and shall be effective January 1st, 2015 terminating after receipt of final payment or December 31st, 2016, unless terminated earlier as allowed below.
2. **Operations and Management.** WICHITA and DERBY shall each be solely responsible for the separate operation and management of their respected public transportation systems. WICHITA and DERBY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist DERBY in set-up guidance for proper reimbursement and payout documents, and data submission. WICHITA will be responsible for scheduling an annual meeting with DERBY for review and future planning.
3. **Allocation of FY2015 Section 5307 Funds.** For FY2015, DERBY shall be designated by WICHITA to be a sub-grantee (pass-through) recipient to receive Section 5307 (CFDA 20.507, Federal Transit Formula Grants) funding from the Federal Transit Administration (FTA) for program support, preventive maintenance and operating. The FTA grant number awarded is KS-90-X153-01 and was awarded on March 24th, 2015. Section 5307 funding requires all sub-grantee (pass-through) recipients to fund a percentage of the total cost as a local match. Total amount to DERBY is \$57,500. The allocation anticipated from the FTA Section 5307 funds in FY2015 is \$40,000, with a local match of \$17,500. The total allocation for operating is \$20,000 [federal portion \$10,000, local match \$10,000 (50%/50%)]; the total allocation for program support is \$36,250 [federal portion \$29,000, local match \$7,250 (80%/20%)]; the total allocation for preventive maintenance is \$1,250 [federal portion \$1,000, local match \$250 (80%/20%)].
4. **Application for Section 5307 Funding.** WICHITA shall apply to the FTA for funding under Paragraph 3. The funds received by DERBY shall be matched at an appropriate percentage by local funds secured by DERBY and shall be available for use by DERBY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.
5. **Carryover of Funds.** Funds allocated to DERBY pursuant to Sections 4 and 5 may be carried over for a maximum of 2 years from start of federal fiscal year of grant, unless terminated earlier.
6. **Future Allocation of 5307 Funds.** Based on the amount of carryover funds available and the availability of SECTION 5307 funds, DERBY may be subject to less apportionment than the \$40,000 FTA portion available for allocation in a Fiscal Year. This will be determined during the annual planning meeting.
7. **Compliance with Laws.** WICHITA and DERBY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant

requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

9. **Extension of Agreement.** WICHITA and DERBY may extend this Agreement on a year-to-year basis with written approval of both parties. Funds are secured in the agreement year and subject to be spent within FTA requirements.
10. **Establishment and Maintenance of Records.** DERBY shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, DERBY shall retain such financial and non-financial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement for auditors or WICHITA. However, if any litigation, claim, negotiation, audit, oversight or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.
11. **Reports and Information.** DERBY, at such times and in such forms as WICHITA or its designates and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.
12. **Audits and Inspections.** DERBY shall, at anytime, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), all of its records and data pertaining to matters covered by this Agreement for the purpose of making audits, oversights, examinations, excerpts, and transcriptions. DERBY is required to provide WICHITA with access to their single audit report.
13. **Per §200.331 Requirements for pass-through entities,** All pass-through entities must:
 - (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier;
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;
 - (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and

- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.
- (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and performance reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

14. **Discrimination.**

- A. **Discrimination Prohibited.** No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement 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 Agreement 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 DERBY receiving funds pursuant to this Agreement.
- B. DERBY further agrees to implement and comply with the “Revised Non-discrimination and Equal Employment Opportunity Statement” for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans with Disabilities Act of 1990, as amended.

15. **Payments.**

- A. **Compensation and Method of Payment.** Compensation and method of payment to DERBY 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 WICHITA.
- B. **Total Payments.** Total payments to DERBY will be in the contracted amount of \$40,000.00 FTA portion for activities starting January 1, 2015, unless carryover money remains, then carryover money will be drawn down first. Payments will be made contingent upon the availability of FTA funds.
- C. **Restriction on Disbursements.** No grant funds shall be disbursed to DERBY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

16. **Termination Clause.** Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

- A. Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;
- B. This Agreement may be terminated if project funds to WICHITA under the grant are suspended or terminated;

- C. Either party hereto may also, by giving thirty (30) days notice, terminate this Agreement for convenience;
- D. Upon receipt of notice of termination, DERBY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit, within a reasonable period of time to be specified by WICHITA, a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

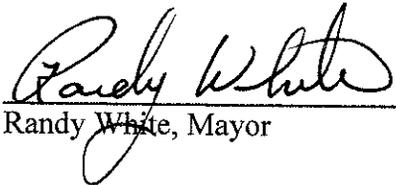
17. **Appendices.** All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

- Exhibit A Nondiscrimination and Equal Employment Opportunity Statement
- Exhibit B Scope of Services and Method of Payment
- Exhibit C Fiscal Year 2015 Certifications and Assurances for FTA Assistance Programs
- Exhibit D FTA 2015 Master Agreement
- Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF DERBY, KANSAS
By order of the City Council

CITY OF WICHITA, KANSAS
By order of the City Council



Randy White, Mayor

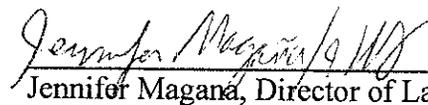
Jeff Longwell, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Jacqué Butler, City Attorney



Jennifer Magana, Director of Law

ATTEST:

ATTEST:



Karen Friend, City Clerk

Karen Sublett, City Clerk

Exhibit A
Nondiscrimination and Equal Employment Opportunity Statement

During the term of this Agreement, the contractor or subcontractor, vendor, or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor, or supplier of the City, or any of its agencies, shall comply with all 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 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 Agreement 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 Agreement 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 Agreement, 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 Paragraph 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 Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination – 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 and 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 the 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 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 nondiscrimination – 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 Subsection 1 through 3, 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.
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 Agreement, 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
Scope of Services and Method of Payment

The City of Derby will provide preventive maintenance, program support and operating activities in support of general public transportation services in Derby, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant in FY2015 is \$40,000. Total amount to DERBY is **\$57,500**. The allocation anticipated from the FTA Section 5307 funds in FY2015 is **\$40,000**, with a local match of **\$17,500**. The total allocation for operating is \$20,000 [federal portion \$10,000, local match \$10,000 (50%/50%)]; the total allocation for program support is \$36,250 [federal portion \$29,000, local match \$7,250 (80%/20%)]; the total allocation for preventive maintenance is \$1,250 [federal portion \$1,000, local match \$250 (80%/20%)].

DERBY will submit an invoice for payment no later than 30 days after the end of each quarter. WICHITA will reimburse DERBY for the invoiced amount no later than 30 days after the invoice is received. A line item list of expenses must be attached to the invoice for WICHITA to examine and determine if all expenses are FTA eligible. Any ineligible costs will be rejected by WICHITA and DERBY must submit a revised invoice.

Exhibit C
Fiscal Year 2015 Certifications and Assurances for FTA Assistance Programs

The 2015 Certifications and Assurances will be on file for review at Wichita Transit, 777 E. Waterman.

**Exhibit D
FTA 2015 Master Agreement**

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways),
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as
amended by the SAFETEA-LU Technical Corrections Act of 2008,
or other Federal laws that FTA administers.**

**FTA MA(21)
October 1, 2014**

<http://www.fta.dot.gov/documents/21-Master.pdf>

Exhibit E
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

I certify, by agreement of this contract, that neither City of Derby, KS
(name of supplier, independent contractor, or offering party)

nor any of its principals or subcontractors with a price equaling or exceeding \$25,000 to be awarded, that are a part of this offer is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or activities under Executive Order 12549 (Debarment and Suspension), and neither City of Derby, KS
(name of supplier, independent contractor, or offering party), nor any of its principals or

subcontractors, is listed on the General Services Administration's list of Parties Excluded from Federal Programs (available through the Internet at (<http://epls.arnet.gov/servlet/EPLSearchMain/1>) and on the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov/search.html>), and neither City of Derby, KS
(name of supplier, independent contractor, or offering party), nor any of its principals or subcontractors has, within a

three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses; and have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the party is unable to certify to any of the statements in this certification, such party shall attach an explanation to this offer.

Where a party fails to submit and complete this certification, such party's offer shall be determined to be an incomplete submission.

Business/Supplier/Independent Contractor/Individual

Name: City of Derby
Federal Tax ID No.: 48-6086439
DUNS No.: 02-136-7180
Address: 611 Mulberry, Derby KS 67037

By (individual or authorized representative)

Name (signed): Jean Epperson
Name (printed): Jean Epperson
Title: Director of Finance
Date: 6/12/15

**City of Wichita
City Council Meeting
July 7, 2015**

TO: Mayor and City Council

SUBJECT: Grants of Right-of-Way across City-Owned Property Located Between Hillside and Woodlawn and along Woodlawn (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the grants of right-of-way.

Background: Westar, also known as Kansas Gas and Electric (KG&E), has an existing transmission line located along the west side of Woodlawn to 29th Street North, as well as a distribution line along 29th Street North to Oliver and then west to Hillside. KG&E has a project to upgrade and replace the transmission poles in the corridor and extend the transmission line west to Hillside. The existing easements are not wide enough to accommodate the planned work. KG&E has proposed acquiring new easements sufficient to accommodate the proposed project.

Analysis: The easements impact a total of 105,321 square feet of City-owned land. Of this total, 16,830 square feet are part of the Great Plains Nature Center and are controlled by the Board of Park Commissioners. The remaining 88,491 square feet are owned by the City of Wichita. The new easements follow existing corridors and therefore there is limited impact the future use of the tracts beyond what already exists. A significant portion of the easements lie in drainage areas with limited or no direct access. If any future public use requires the relocation of the lines, KG&E will relocate the lines at its own cost. The easement areas were valued based on estimated fee simple values of similar properties in the area. KG&E has offered \$85,160 for the easements. This equates to \$2 per square foot for easements on developable parcels and \$.50 per square foot for easements in undevelopable areas.

Financial Considerations: The City shall receive \$85,159.50 less expenses associated with the transaction. Of this amount, \$33,660 will be allocated to the Parks and Recreation account for the maintenance of the Great Plains Nature Center and the remainder will be deposited into the General Fund.

Legal Considerations: The Law Department has reviewed and approved the contract and grant of right-of-way agreements as to form.

Recommendation/Action: It is recommended that the City Council approve the grants of right-of-way and authorize all necessary signatures.

Attachments: Grants of right-of-way, right-of-way settlement, and tract maps.

GRANT OF RIGHT OF
WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Wichita, Kansas, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto Kansas Gas and Electric Company, Inc., hereinafter referred to as Grantee, its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications (the "Work") in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of Kansas, and described as follows:

Exhibits SG-004, SG-045DD, SG-046DD, SG-047S, SG-051DD, and SG-054DD

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines, subject to the approval of the Grantor. Grantee shall at its election have the right to remove said trees, limbs, and brush. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

All materials and construction methods used on Work shall be equal to or better than that required by the "Westar Transmission Line Construction Specification Manual", current edition. Grantee agrees that highway traffic will be free of interference unless specifically provided for as part of this Grant of Right of Way. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

GRANTEE AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the City of Wichita. Grantee will at all times comply with and abide by all rules, notices and regulations of the City of Wichita.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor

harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee's occupation of the right-of-way hereunder. Grantee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the Grantor from all liability and damages on account of injuries to workers, as provided by law, and to protect the City from all liability and damages occasioned by the Work. Grantee agrees, to file with the City of Wichita, prior to commencement of any work, a "Certificate of Insurance" or other satisfactory evidence to show that Grantee carries Worker's Compensation Insurance, Employer's Liability Insurance, Commercial general liability and/or excess liability, and Commercial Automobile Liability covering Owned, Non-owned and Hired vehicles as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of \$500,000.00.

This easement is granted by Grantor subject to the following condition and covenant:

At any time in the future, should any public entity require the real property subject to the easement herein granted for any public purpose, the Grantee shall promptly remove and or relocate its facilities at the request of said public entity. Any such relocation and or removal shall be at the sole cost and expense of the Grantee. Furthermore, said public entity shall not be required to provide any substitute real property or easements to accommodate the removal and or relocation of Grantee's facilities.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this _____ day of _____, 2015.

City of Wichita
By Direction of the City Council

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

This instrument was acknowledged, before me this _____ Day of _____, 2015,
by Jeff Longwell, Mayor and Karen Sublett, City Clerk, of the City of Wichita.

Notary Public

SEAL

My Appointment Expires:

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

GRANT OF RIGHT OF
WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Board of Park Commissioners, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto Kansas Gas and Electric Company, Inc., hereinafter referred to as Grantee, its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications (the "Work") in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of Kansas, and described as follows:

SEE EXHIBITS SG034N attached hereto and made a part hereof.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines, subject to the approval of the Grantor. Grantee shall at its election have the right to remove said trees, limbs, and brush. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

All materials and construction methods used on Work shall be equal to or better than that required by the "Westar Transmission Line Construction Specification Manual", current edition. Grantee agrees that highway traffic will be free of interference unless specifically provided for as part of this Grant of Right of Way. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

GRANTEE AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS

COMPLETED. The Work hereunder shall be performed to the satisfaction of the City of Wichita. Grantee will at all times comply with and abide by all rules, notices and regulations of the City of Wichita.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee's occupation of the right-of-way hereunder. Grantee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the Grantor from all liability and damages on account of injuries to workers, as provided by law, and to protect the City from all liability and damages occasioned by the Work. Grantee agrees, to file with the City of Wichita, prior to commencement of any work, a "Certificate of Insurance" or other satisfactory evidence to show that Grantee carries Worker's Compensation Insurance, Employer's Liability Insurance, Commercial general liability and/or excess liability, and Commercial Automobile Liability covering Owned, Non-owned and Hired vehicles as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of \$500,000.00.

This easement is granted by Grantor subject to the following condition and covenant:

At any time in the future, should any public entity require the real property subject to the easement herein granted for any public purpose, the Grantee shall promptly remove and or relocate its facilities at the request of said public entity. Any such relocation and or removal shall be at the sole cost and expense of the Grantee. Furthermore, said public entity shall not be required to provide any substitute real property or easements to accommodate the removal and or relocation of Grantee's facilities.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this _____ day of _____, 2015.

Board of Park Commissioners

By: Cindy Claycomb, Interim President

EXHIBIT C
City of Wichita, Kansas

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this _____ day of _____, 2015, by and between the City of Wichita, Kansas, hereinafter referred to as Grantor and Kansas Gas and Electric Company, Inc., hereinafter referred to as Grantee,

For consideration as hereinafter set forth, Grantor agrees to grant to Grantee, its duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

See exhibits SG-018A, SG-020 and SG-020B, SG-023-T, and SG-024T

For the purposes of construction and related activities for the construction of a 69 Kilovolt electric transmission line

Grantee agrees to pay Grantor a lump sum of One and no/100 (\$1.00) Dollars for the temporary easement over and upon the above described property.

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

This easement expires sixty days (60) after completion of the construction project for which this easement is acquired or three (3) years after the date first signed, whichever occurs sooner.

WITNESS the hand of the Grantor this _____ day of _____, 2015.

City of Wichita
By Direction of the City Council

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

City of Wichita, Kansas

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this _____ day of _____, 2015, by and between the Board of Park Commissioners, hereinafter referred to as Grantor and Kansas Gas and Electric Company, Inc., hereinafter referred to as Grantee,

For consideration as hereinafter set forth, Grantor agrees to grant to Grantee, its duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

See exhibits SG-020A-T, SG-020 and SG-20B, SG-023T, and SG-024T

For the purposes of construction and related activities for the construction of a 69 Kilovolt electric transmission line

Grantee agrees to pay Grantor a lump sum of One and no/100 (\$1.00) Dollars for the temporary easement over and upon the above described property.

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

This easement expires sixty days (60) after completion of the construction project for which this easement is acquired or three (3) years after the date first signed, whichever occurs sooner.

WITNESS the hand of the Grantor this _____ day of _____, 2015.

Board of Park Commissioners

By: _____
Bryan Frye, President

EXHIBIT A
Page 2 of 2

December 2, 2014

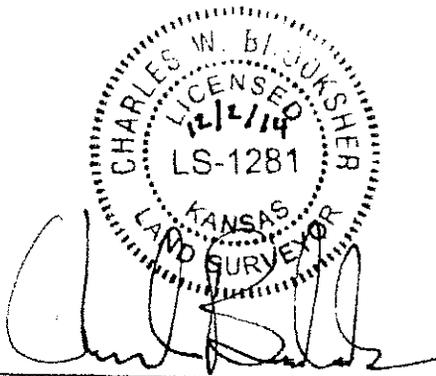
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-004
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Northeast corner of Lot 1, Ev. Free Church Addition to Wichita, Kansas; thence bearing North 00°39'06" West parallel with the East line of the Northeast Quarter of said Section 12 for a distance of 30.00 feet; thence bearing South 88°56'25" West for a distance of 8.00 feet; thence bearing South 00°39'06" East parallel with the East line of the Northeast Quarter of said Section 12 for a distance of 30.00 feet to the North line of said Lot 1; thence bearing North 88°56'25" East along the north line of said Lot 1 for a distance of 8.00 feet to the Point of Beginning.

Encompassing 240 square feet more or less.



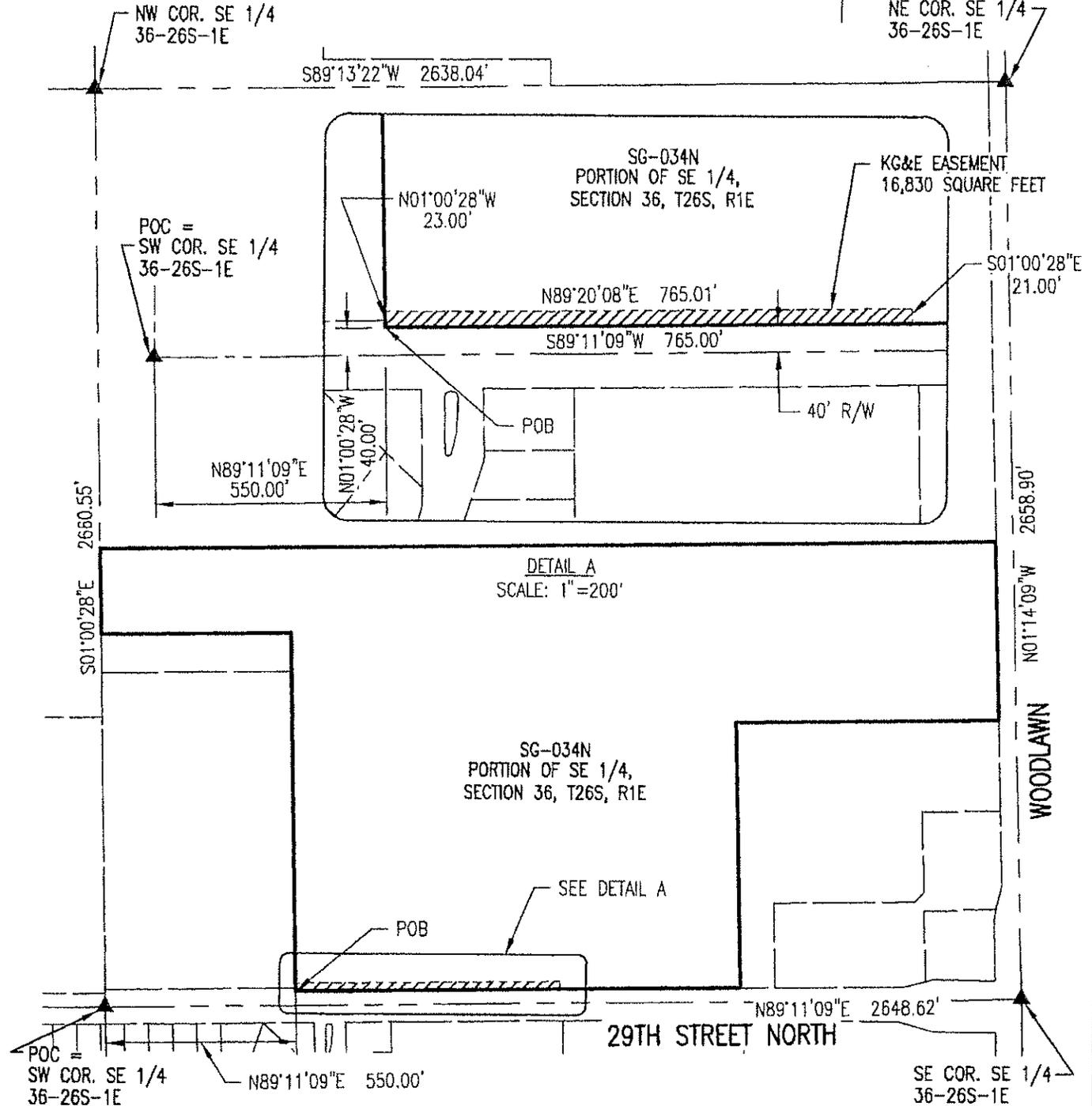
Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

LEGEND

- = SECTION LINE
- = PROPERTY LINE
- - - = EASEMENT LINE
- ▲ = SECTION CORNER

EXHIBIT A

This Sketch has been prepared for Easement Exhibit purposes only, and does not constitute a Boundary Survey. Distances and Bearings are based on Kansas South Zone State Plane Coordinates.



DETAIL A
SCALE: 1"=200'

SG-034N
PORTION OF SE 1/4,
SECTION 36, T26S, R1E

29TH STREET NORTH

WOODLAWN

69.88 CRESTVIEW TO NORTHEAST TRANSMISSION LINE		PROJ. NO. 14-065	
COUNTY	OWNER	TRACT. NO.	DATE: DEC. 09, 2014
SEDGWICK	BOARD OF PARK COMMISSIONERS OF THE CITY OF WICHITA	SG-034N	

EXHIBIT A
Page 2 of 2

December 9, 2014

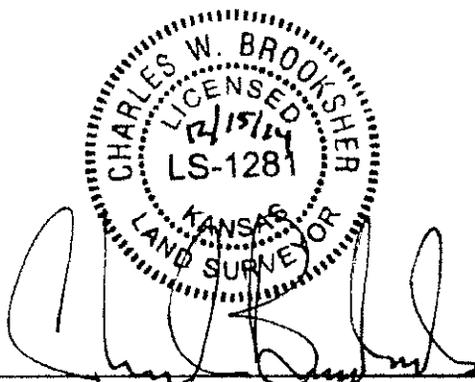
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-034N
OWNER: BOARD OF PARK COMMISSIONERS OF THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 36, Township 26 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Southwest corner of said Southeast Quarter of Section 36; thence bearing North 89°11'09" East along the South line of said Southeast Quarter for a distance of 550.00 feet; thence bearing North 01°00'28" West parallel with the West line of said Southeast Quarter for a distance of 40.00 feet to the Point of Beginning; thence continuing bearing North 01°00'28" West for a distance of 23.00 feet; thence bearing North 89°20'08" East for a distance of 765.01 feet; thence bearing South 01°00'28" East parallel with the West line of said Southeast Quarter for a distance of 21.00 feet; thence bearing South 89°11'09" West parallel with the South line of said Southeast Quarter for a distance of 765.00 feet to the Point of Beginning.

Encompassing 16,830 square feet more or less.



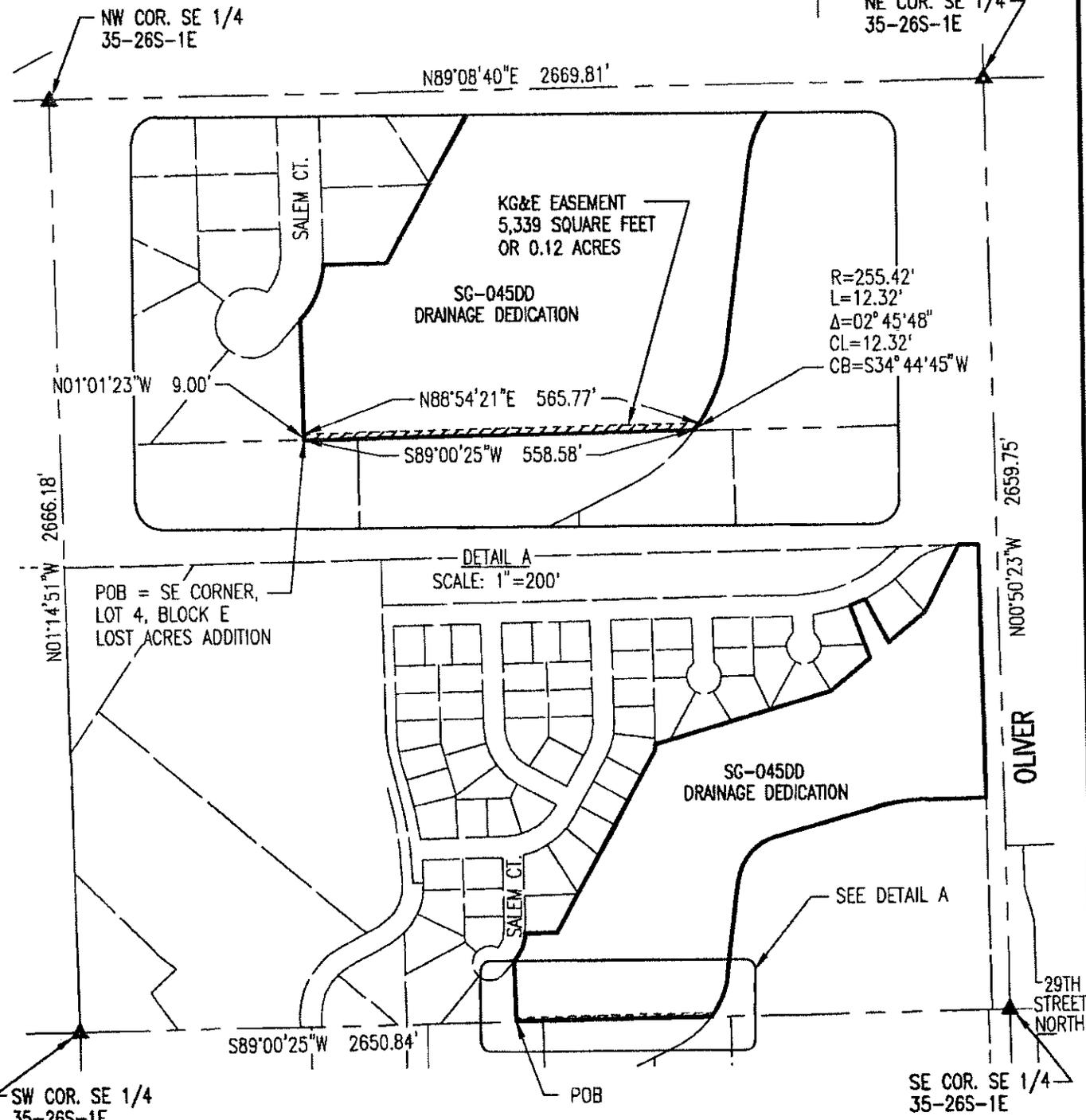
Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

LEGEND

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PEEC
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 303 SOUTH TOPEKA WICHITA, KS 67202
 316-262-2691 www.pecf.com

69.88 CRESTVIEW TO NORTHEAST TRANSMISSION LINE			
COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-065
SEDGWICK	THE CITY OF WICHITA	SG-045DD	DATE: JAN. 15, 2015

Westar Energy.

EXHIBIT A

January 15, 2015

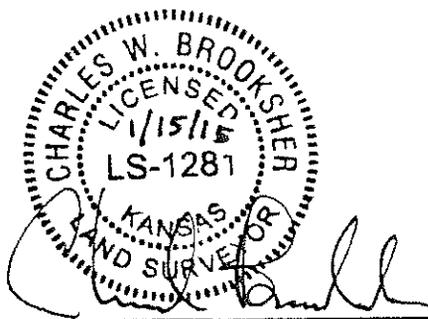
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-045DD
OWNER: THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 35, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southeast corner of Lot 4, Block E, Lost Acres, an Addition to Wichita, Sedgwick County, Kansas, also being the Southwest corner of the Drainage Dedication as platted in said Lost Acres; thence bearing North 01°01'23" West along the East line of said Lot 1 and along the West line of said Drainage Dedication for a distance of 9.00 feet; thence bearing North 88°54'21" East for a distance of 565.77 feet to the Easterly line of said Drainage Dedication, said Easterly line being a non-tangent curve to the right having a radius of 255.42 feet, a central angle of 2°45'48", a chord bearing of South 34°44'45" West and a chord length of 12.32 feet; thence Southwesterly along said curve to the right for a distance of 12.32 feet to the Southeast corner of said Drainage Dedication; thence bearing South 89°00'25" West along the South line of said Drainage Dedication for a distance of 558.58 feet to the Point of Beginning.

Encompassing 0.12 Acres, more or less (5,339 square feet, more or less).



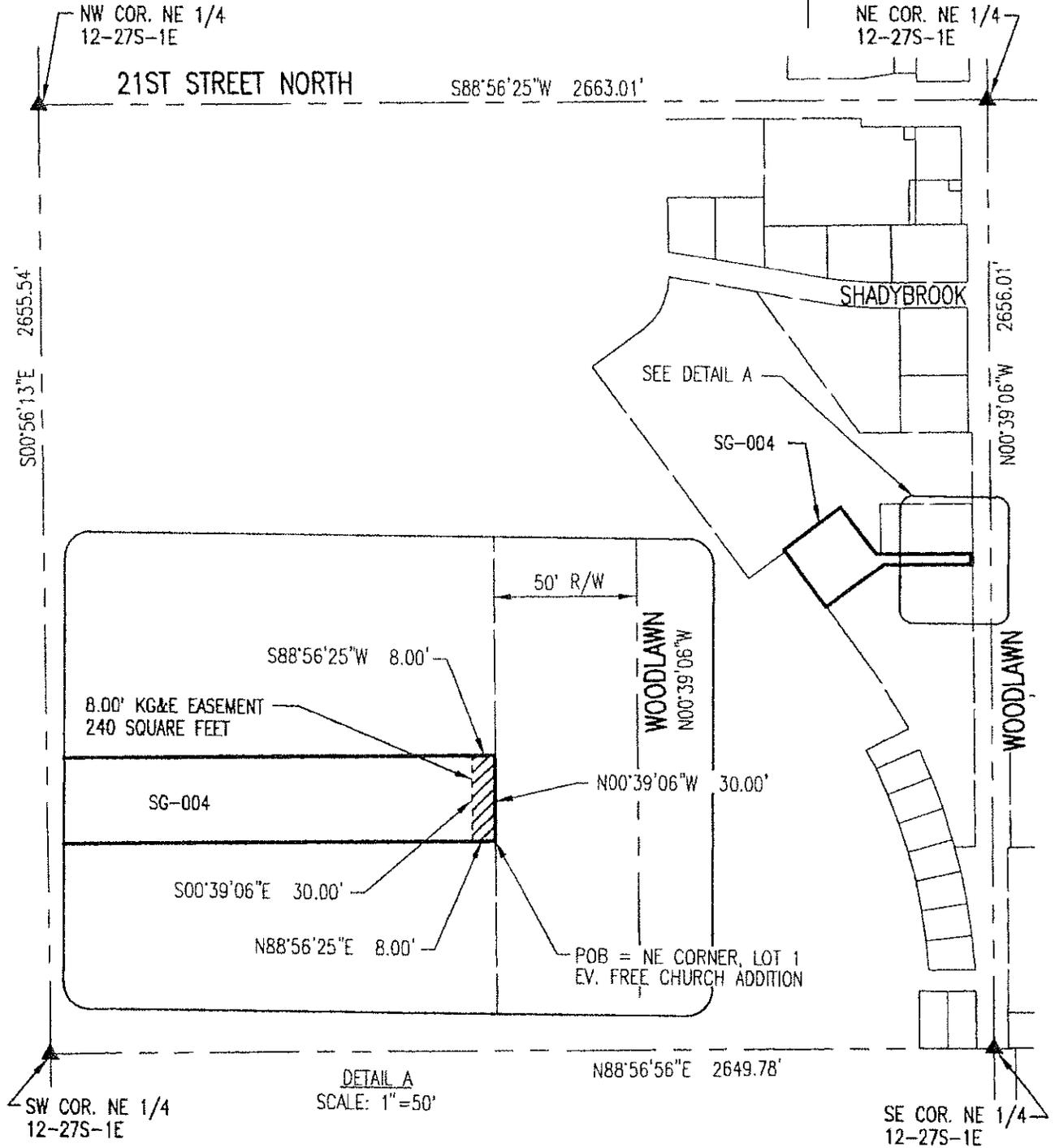
Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

LEGEND

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DETAIL A
SCALE: 1"=50'

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69.88
CRESTVIEW TO NORTHEAST
TRANSMISSION LINE



COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-065
SEDGWICK	CITY OF WICHITA	SG-004	DATE: DEC. 02, 2014

EXHIBIT A
Page 2 of 2

December 2, 2014

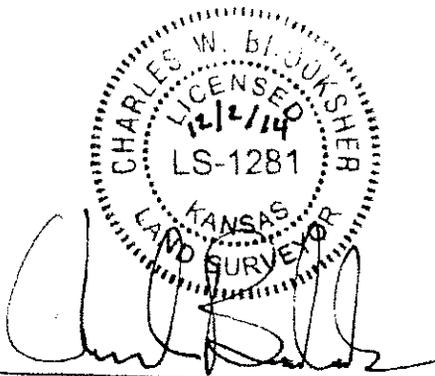
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-004
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Northeast corner of Lot 1, Ev. Free Church Addition to Wichita, Kansas; thence bearing North 00°39'06" West parallel with the East line of the Northeast Quarter of said Section 12 for a distance of 30.00 feet; thence bearing South 88°56'25" West for a distance of 8.00 feet; thence bearing South 00°39'06" East parallel with the East line of the Northeast Quarter of said Section 12 for a distance of 30.00 feet to the North line of said Lot 1; thence bearing North 88°56'25" East along the north line of said Lot 1 for a distance of 8.00 feet to the Point of Beginning.

Encompassing 240 square feet more or less.



Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

LEGEND

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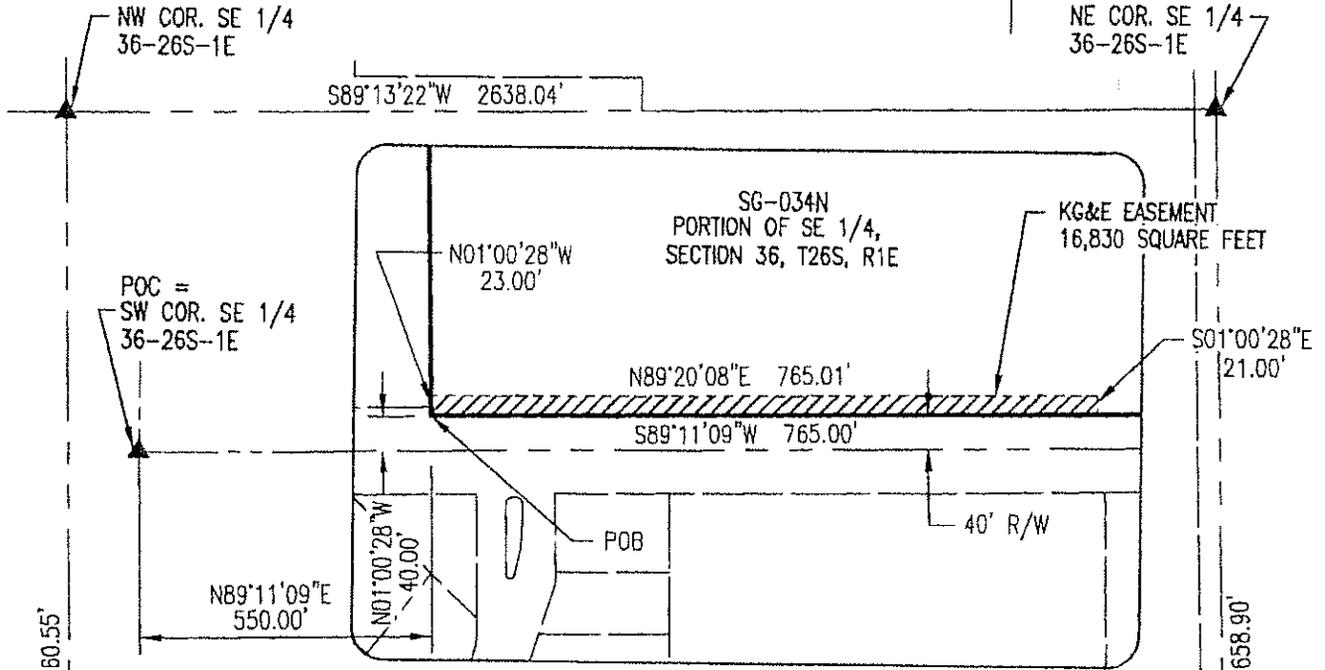
EXHIBIT A

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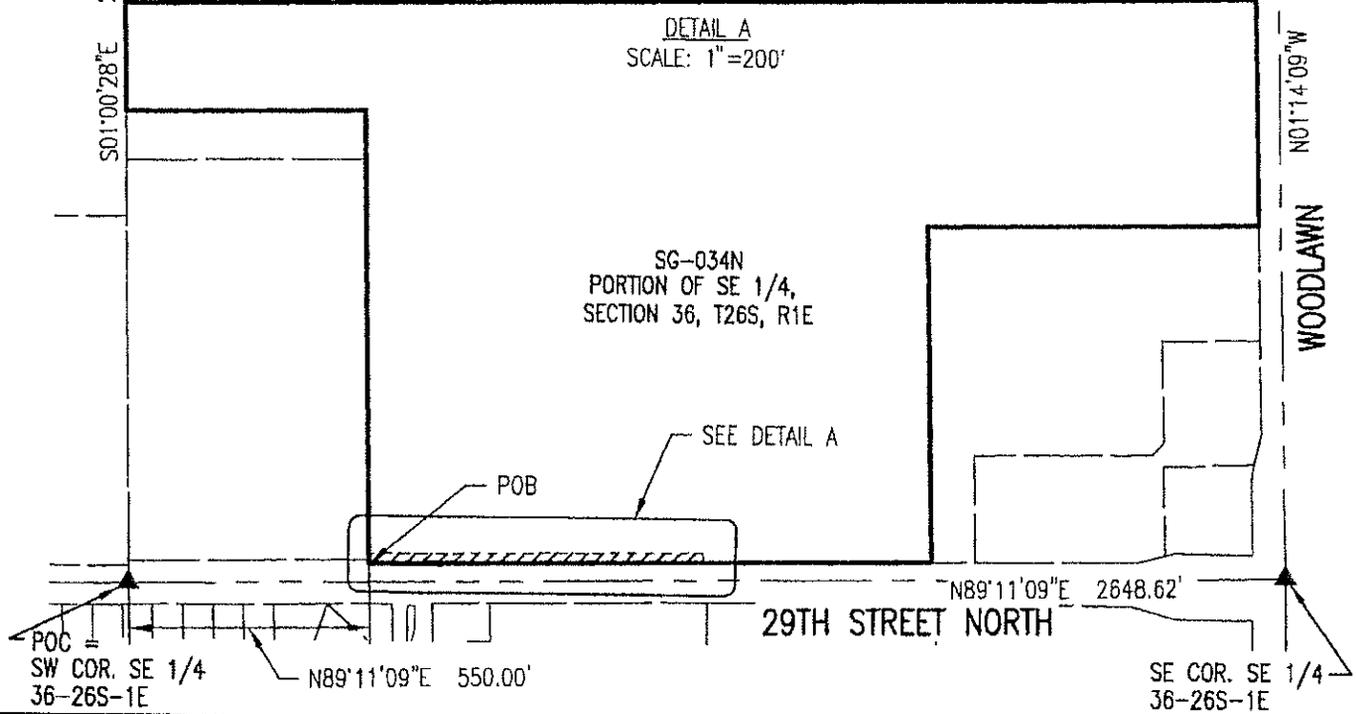


NW COR. SE 1/4 36-26S-1E

NE COR. SE 1/4 36-26S-1E



DETAIL A
SCALE: 1"=200'



IPEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

69.88 CRESTVIEW TO NORTHEAST TRANSMISSION LINE		SG-034N	
COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-065
SEDGWICK	BOARD OF PARK COMMISSIONERS OF THE CITY OF WICHITA	SG-034N	DATE: DEC. 09, 2014

Westar Energy

EXHIBIT A
Page 2 of 2

December 9, 2014

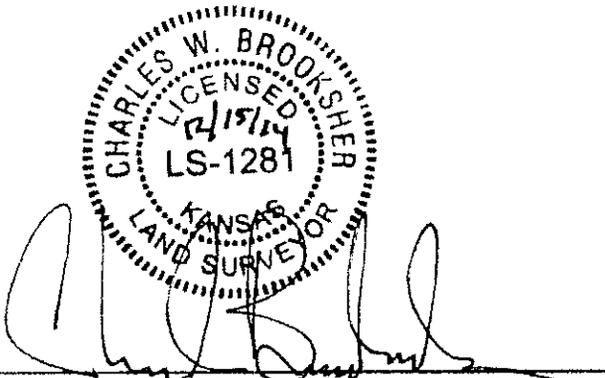
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-034N
OWNER: BOARD OF PARK COMMISSIONERS OF THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 36, Township 26 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Southwest corner of said Southeast Quarter of Section 36; thence bearing North 89°11'09" East along the South line of said Southeast Quarter for a distance of 550.00 feet; thence bearing North 01°00'28" West parallel with the West line of said Southeast Quarter for a distance of 40.00 feet to the Point of Beginning; thence continuing bearing North 01°00'28" West for a distance of 23.00 feet; thence bearing North 89°20'08" East for a distance of 765.01 feet; thence bearing South 01°00'28" East parallel with the West line of said Southeast Quarter for a distance of 21.00 feet; thence bearing South 89°11'09" West parallel with the South line of said Southeast Quarter for a distance of 765.00 feet to the Point of Beginning.

Encompassing 16,830 square feet more or less.



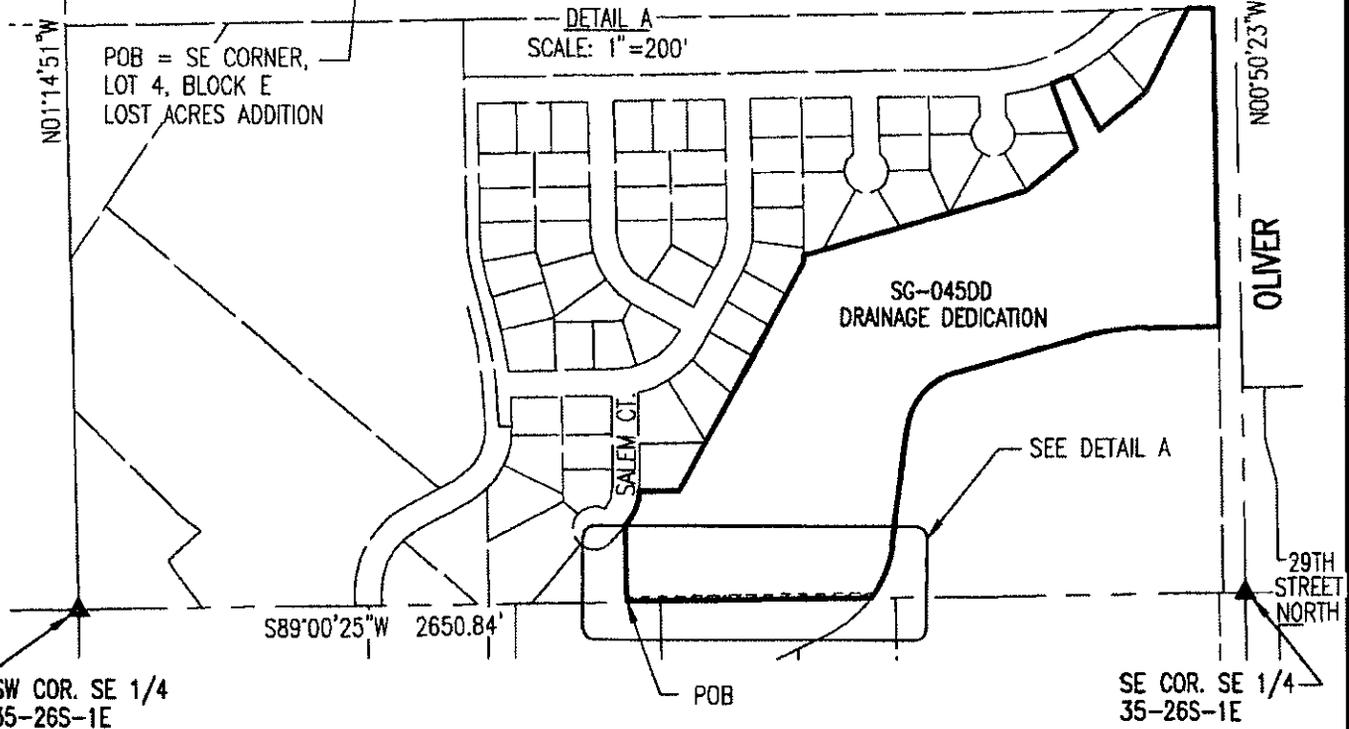
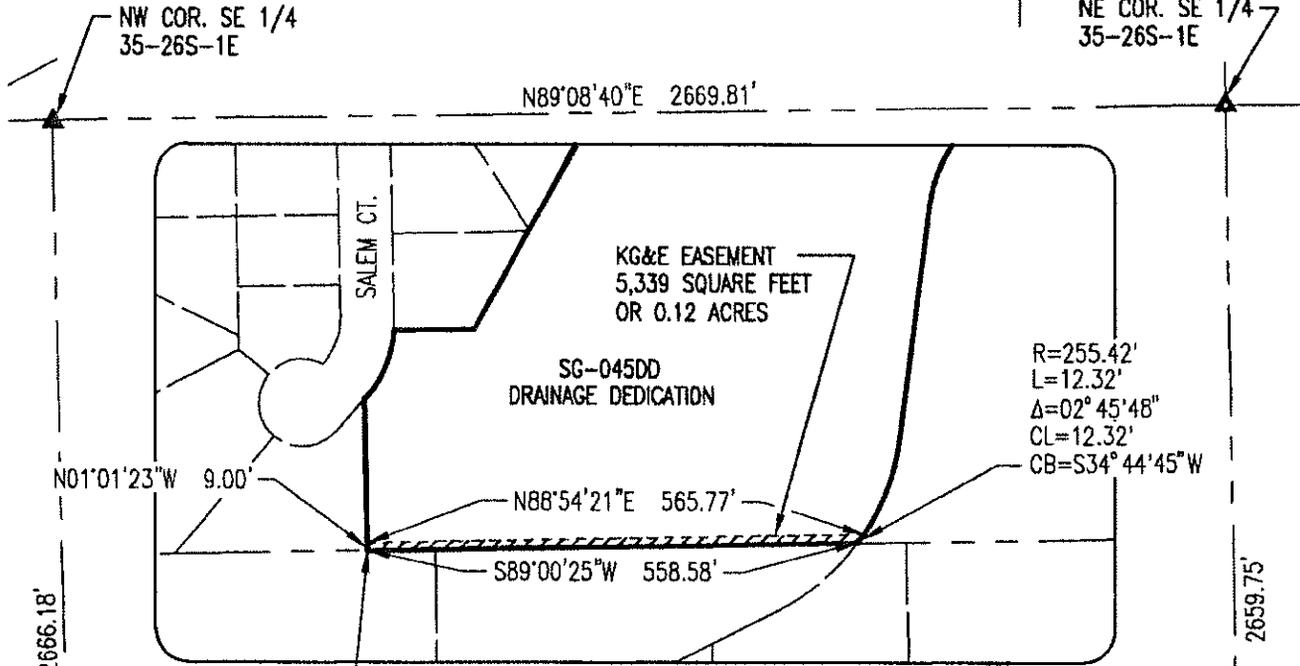
Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

LEGEND

- = SECTION LINE
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- ▲ = SECTION CORNER

EXHIBIT A

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69.88 CRESTMW TO NORTHEAST TRANSMISSION LINE		Westar Energy.	
COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-065
SEDGWICK	THE CITY OF WICHITA	SG-045DD	DATE: JAN. 15, 2015

EXHIBIT A

January 15, 2015

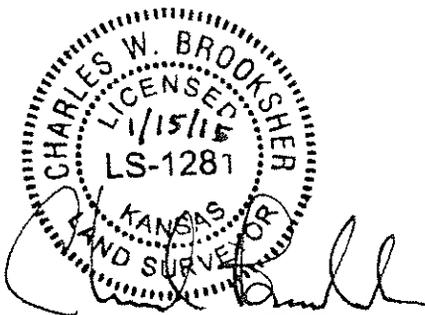
**KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-045DD
OWNER: THE CITY OF WICHITA**

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 35, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southeast corner of Lot 4, Block E, Lost Acres, an Addition to Wichita, Sedgwick County, Kansas, also being the Southwest corner of the Drainage Dedication as platted in said Lost Acres; thence bearing North 01°01'23" West along the East line of said Lot 1 and along the West line of said Drainage Dedication for a distance of 9.00 feet; thence bearing North 88°54'21" East for a distance of 565.77 feet to the Easterly line of said Drainage Dedication, said Easterly line being a non-tangent curve to the right having a radius of 255.42 feet, a central angle of 2°45'48", a chord bearing of South 34°44'45" West and a chord length of 12.32 feet; thence Southwesterly along said curve to the right for a distance of 12.32 feet to the Southeast corner of said Drainage Dedication; thence bearing South 89°00'25" West along the South line of said Drainage Dedication for a distance of 558.58 feet to the Point of Beginning.

Encompassing 0.12 Acres, more or less (5,339 square feet, more or less).



Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

EXHIBIT A

January 15, 2015

KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-046DD
OWNER: THE CITY OF WICHITA

EASEMENT DESCRIPTION

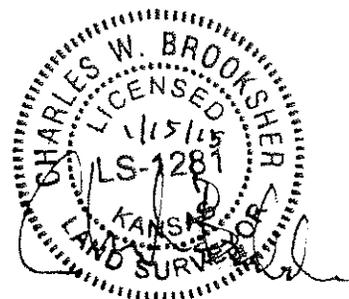
A tract of land in the Northeast Quarter of Section 2, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 2; thence bearing South 89°00'25" West along the North line of the Northeast Quarter of said Section 2 for a distance of 845.15 feet to the Easterly right of way line of Brooks Avenue as platted in Greenbriar Manor, an Addition to Wichita, Sedgwick County, Kansas, being the Point of Beginning; thence continuing said bearing South 89°00'25" West along the North line of said Greenbriar Manor a distance of 480.94 feet to the Northeast corner of Greenbriar Manor, said point also being on the North line of the Northeast Quarter of said Section 2; thence continuing said bearing South 89°00'25" West along the North line of said Section 2 for a distance of 665.28 feet to a point on the West line of Chisholm Park Estates to Wichita, Sedgwick County, Kansas, said point being distant 660 feet East of the Northwest corner of the Northeast Quarter of said Section 2; thence bearing South 00°21'58" East along said West line of Chisholm Park Estates for a distance of 43.00 feet; thence bearing North 88°54'36" East for a distance of 665.29 feet to the West line of said Greenbriar Manor; thence continuing bearing North 88°54'36" East for a distance of 442.27 feet to a non-tangent curve to the left, having a radius of 255.42 feet, a central angle of 12°45'48", a chord bearing of North 42°34'44" East and a chord length of 56.78 feet, being a point on the Easterly right of way line of said Brooks Avenue; thence along said curve to the left for a distance of 56.90 feet to the Point of Beginning.

Encompassing 1.09 Acres, more or less (47,454 square feet, more or less).



Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

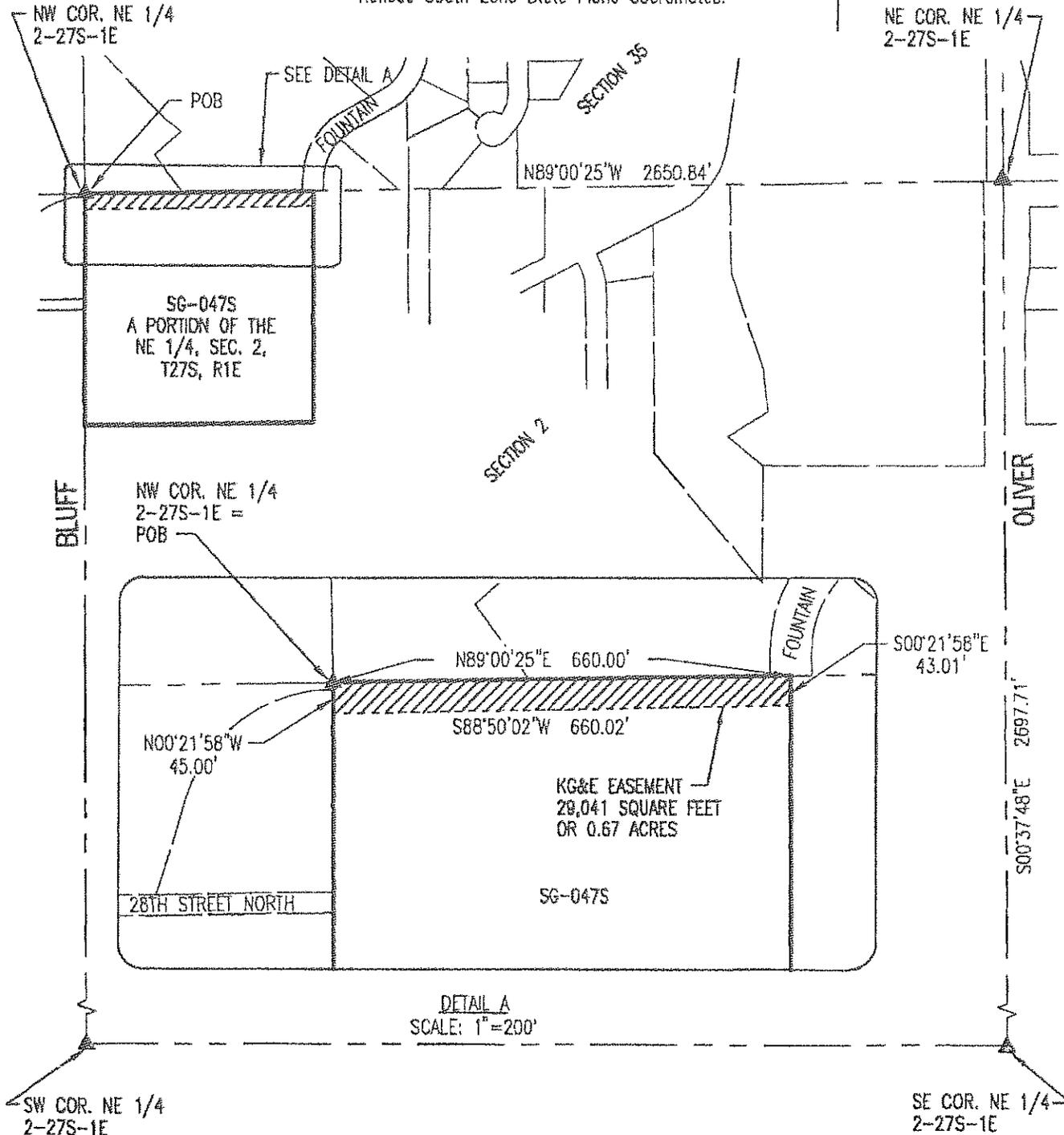


LEGEND

- = SECTION LINE
- ===== = PROPERTY LINE
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EXHIBIT A

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DETAIL A
SCALE: 1"=200'

PEEC
 PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
 303 SOUTH TOPEKA WICHITA, KS 67202
 316-262-2691 www.peec1.com

69.88 CRESTVIEW TO NORTHEAST TRANSMISSION LINE		
COUNTY	OWNER	TRACT. NO.
SEDGWICK	THE CITY OF WICHITA	SG-047S

Westar Energy

PROJ. NO. 14-065
DATE: JAN. 07, 2015

EXHIBIT A

January 7, 2015

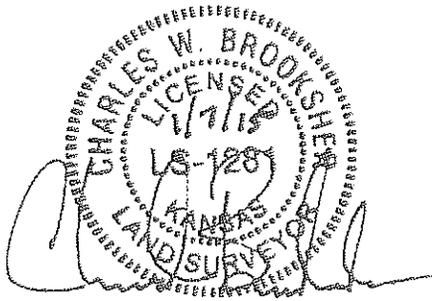
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-047S
OWNER: THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Northeast Quarter of Section 2, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 2; thence bearing North 89°00'25" East along the North line of the Northeast Quarter of said Section 2 for a distance of 660.00 feet; thence bearing South 00°21'58" East parallel with the West line of the Northeast Quarter of said Section 2 for a distance of 43.01 feet; thence bearing South 88°50'02" West for a distance of 660.02 feet to the West line of the Northeast Quarter of said Section 2; thence bearing North 00°21'58" West along the West line of the Northeast Quarter of said Section 2 for a distance of 45.00 feet to the Point of Beginning.

Encompassing 0.67 Acres, more or less (29,041 square feet, more or less).



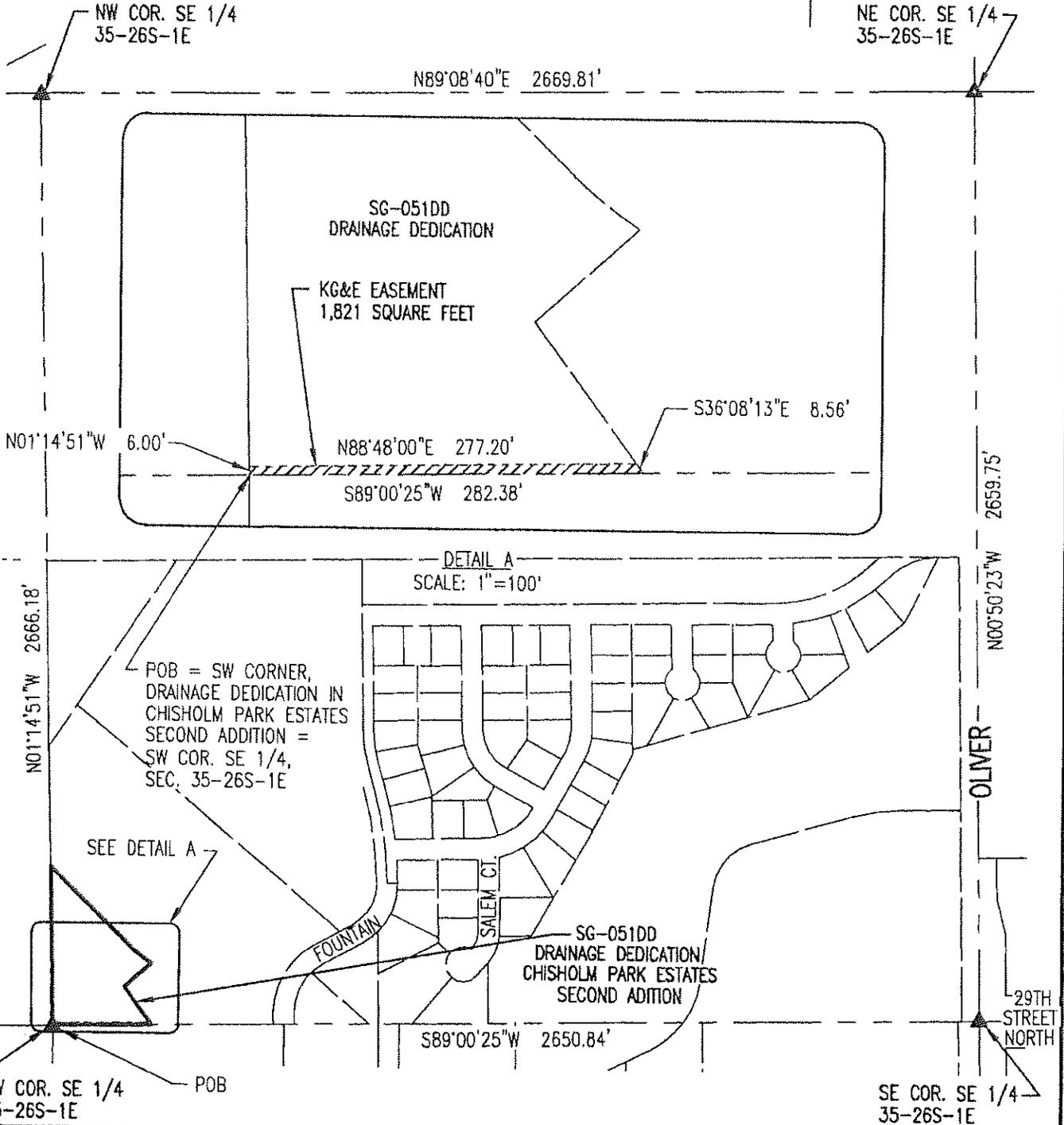
Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

LEGEND

- = SECTION LINE
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EXHIBIT A

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 303 SOUTH TOPEKA WICHITA, KS 67202
 316-262-2691 www.pec1.com

69.88 CRESTVIEW TO NORTHEAST TRANSMISSION LINE		Westar Energy.	
COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-065
SEDGWICK	THE CITY OF WICHITA	SG-051DD	DATE: JAN. 15, 2015

EXHIBIT A

January 15, 2015

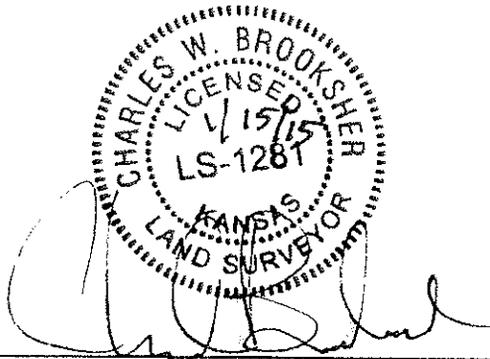
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-051DD
OWNER: THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 35, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 35, being the Southwest corner of a Drainage Dedication as platted in the Southwest corner of Chisholm Park Estates Second Addition to Wichita, Sedgwick County, Kansas; thence North 01°14'51" West along the West line of the Southeast Quarter of said Section 35 for a distance of 6.00 feet; thence bearing North 88°48'00" East for a distance of 277.20 feet to the East line of said Drainage Dedication; thence bearing South 36°08'13" East along the East line of said Drainage Dedication for a distance of 8.56 feet to the South line of the Southeast Quarter of said Section 35; thence bearing South 89°00'25" West along the South line of the Southeast Quarter of said Section 35 for a distance of 282.38 feet to the Point of Beginning.

Encompassing 1,821 square feet, more or less.



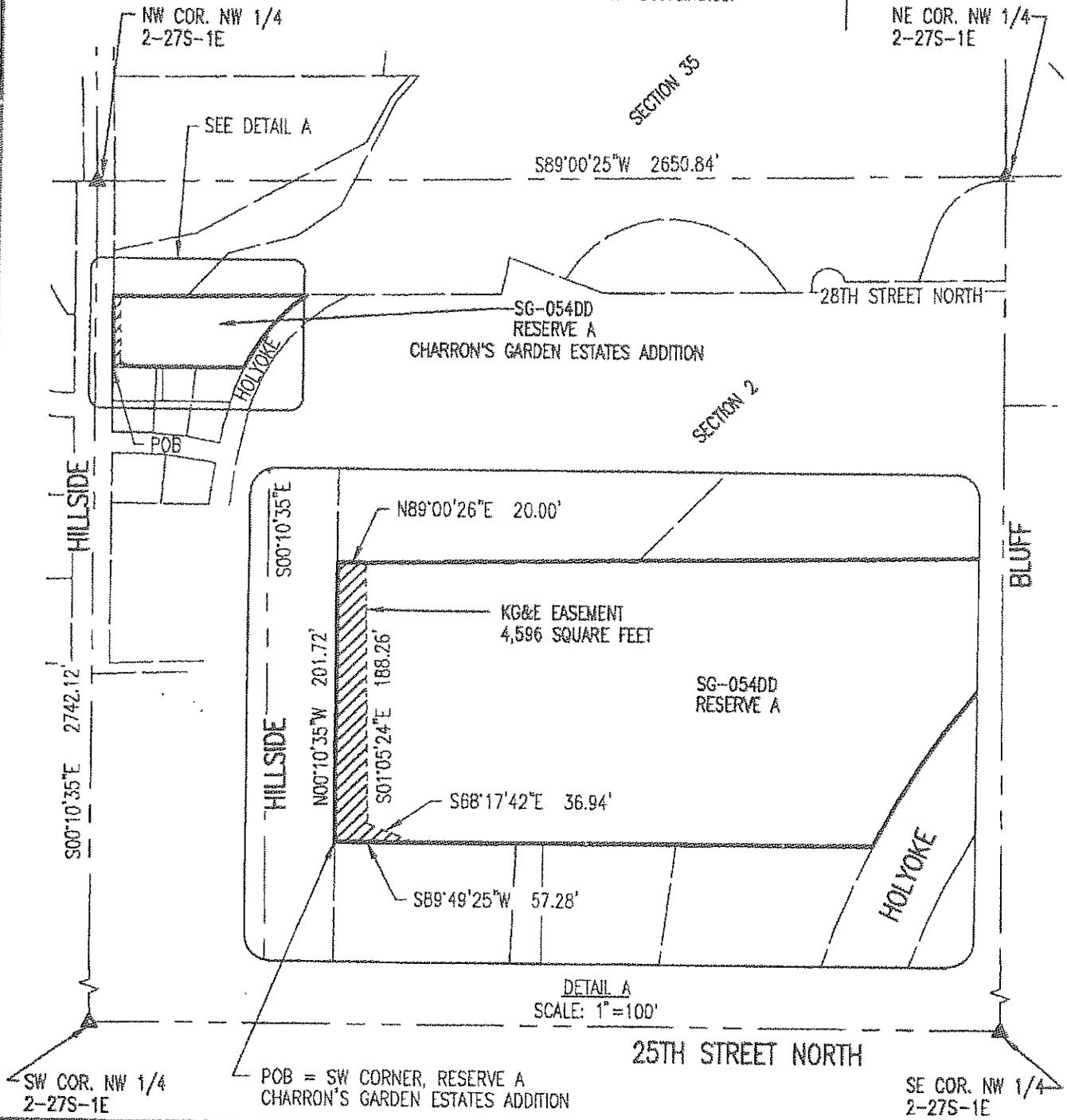
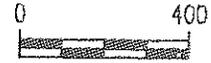
Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

LEGEND

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 393 SOUTH TOPEKA WICHITA, KS 67202
 316-262-2691 www.pec1.com

69.88		CRESTVIEW TO NORTHEAST TRANSMISSION LINE	
COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-065
SEDGWICK	THE CITY OF WICHITA	SG-054DD	DATE: JAN. 09, 2015

Westar Energy

EXHIBIT A

January 9, 2015

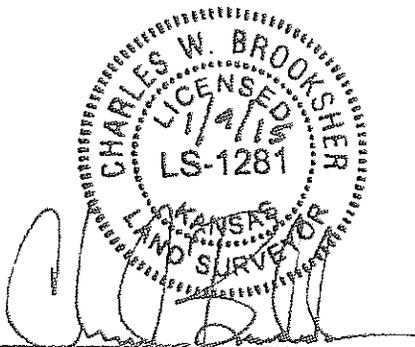
KANSAS GAS AND ELECTRIC COMPANY
CRESTVIEW TO NORTHEAST 69.88
TRACT SG-054DD
OWNER: THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Northwest Quarter of Section 2, Township 27 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest corner of Reserve A, Charron's Garden Estates, an Addition in Sedgwick County, Kansas; thence bearing North 00°10'35" West along the West line of said Reserve A for a distance of 201.72 feet to the Northwest corner of said Reserve A; thence bearing North 89°00'26" East along the North line of said Reserve A for a distance of 20.00 feet; thence bearing South 01°05'24" East for a distance of 188.26 feet; thence bearing South 68°17'42" East for a distance of 36.94 feet to the South line of said Reserve A; thence bearing South 89°49'25" West along the South line of said Reserve A for a distance of 57.28 feet to the Point of Beginning.

Encompassing 4,596 square feet, more or less.



Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-049

Vendor # 999995/101

INV # 17952

RIGHT OF WAY SETTLEMENT



Owner City of Wichita

Multiple owner 100 % Agent Eric T Adcock

Project # 14-049 Line # 69.88 Tract # SG-004,34N,45DD,46DD,47S,51DD,54DD Phone No 316-299-7552

Qtr Section 12,36,2, Twp 27&26, S, Rng 1W E/W, Sedgwick County, KS

Or Lot Block Subdivision City Wichita

The Owner has agreed to the sum of \$ 85,159.50 from WESTAR ENERGY in full settlement and consideration for a fully executed Grant of Right of Way for construction of an electric line on and across the premises described generally as above.

IRS Form W-9 attached

Owner's Signature Phone Number

Special Requests:

- 1. See Easements for full legals
2.
3.
4.

CHECK TO: Check Needed

Name:

Address:

City, State, Zip:

Table with 9 columns: Amount, BA, CC, Account, Loc, WA, Project, WR, UC

REMIT

SOA Approval Signature
Print Name Eric T. Adcock
Date

SOA Approval Signature
Print Name
Date

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Mutual Termination Agreement, UP Rail Spur Signalization (District II)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the Mutual Termination Agreement and authorize the necessary signatures.

Background: In December of 1979, the City Council approved the installation and maintenance of the Comotara Rail Spur Track with the Missouri Pacific Railroad Company, now the Union Pacific Railroad Company. The rail spur was added to service buildings north of 37th, west of Webb Road. The spur is currently not in use.

Analysis: As part of the Agreement from 1979, the City obligated itself to pay the annual maintenance fee for the flashing light signal on cantilevers located on 37th Street North, west of Webb Road. Since the rail spur has been out of use for several years, the City requested that the Union Pacific Railroad Company remove the flashing light signals. The rail spur will remain should there be a use for it in the future. The attached Agreement cancels the maintenance for the flashing signalization.

Financial Considerations: The fee for maintaining the signalization is approximately \$3,500 per year.

Legal Considerations: The Mutual Termination Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Mutual Termination Agreement and authorize the necessary signatures.

Attachment: Mutual Termination Agreement

MUTUAL TERMINATION AGREEMENT

Reference is made to the Agreement titled "Flashing Light Signal Agreement" including any supplements and/or assignments thereof, if any, ("**Agreement**") presently in effect between **UNION PACIFIC RAILROAD COMPANY** ("**Railroad**") and **CITY OF WICHITA, KANSAS** ("**City**") dated December 18, 1979, and identified in Railroad's records as **Audit Number CA80224**. The Agreement pertains to road crossing warning signals at 37th Street and the Comotara Industrial Lead at Wichita, Kansas. Union Pacific Railroad Company is the successor, due to merger, to Missouri Pacific Railroad Company.

City previously stated it was no longer agreeable to paying the signal maintenance fee due under the Agreement and requested that Railroad remove the road crossing warning signals that were the subject of the Agreement. Warning signal removal has now been completed.

City has not paid any annual signal maintenance fee since May 4, 2008. Railroad hereby waives any unpaid annual signal maintenance fees due under the Agreement for the time period between May 5, 2008 and July 1, 2015.

The present parties to the Agreement now mutually agree that the **Agreement, including any supplement or assignments thereof (if any), shall be and hereby are terminated effective as of the close of July 1, 2015**, PROVIDED, however, that such termination shall not affect any of the rights or obligations of the parties hereto (or any predecessors in interest) to the Agreement, including any supplement or assignment thereto (if any), which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

UNION PACIFIC RAILROAD COMPANY

CITY OF WICHITA, KANSAS

By: _____
Printed Name: Martin D. Johnson
Title: Manager Special Projects - Contracts

By: _____
Printed Name: Jeff Longwell
Title: Mayor, City of Wichita

Approved as to Form:

Jennifer Magana, Director of Law and
City Attorney

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Snow Removal Equipment Acquisition

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

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

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

Financial Considerations: The project budget approved is \$395,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

Attachments: Resolution.

RESOLUTION NO. 15-197

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

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

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

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

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

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

Snow Removal Equipment Acquisition

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$395,000 in accordance with specifications prepared or approved by the Authority.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: Purchase Option, VoiceStream Property. (District I)
INITIATED BY: Office of Urban Development
AGENDA: Consent

Recommendation: Adopt the Resolution and authorize the necessary signatures.

Background: On March 21, 2000, the City Council approved issuance of Industrial Revenue Bonds (IRBs) in the amount of \$11,500,000, to VS Property, LLC, for the benefit of VoiceStream Wireless Corporation, now T-Mobile. Bond proceeds were used to build a 70,000 square foot call center facility located at 2525 N. Woodlawn in north Wichita.

The City received notice from the current owner of the facility, 2525 N. Woodlawn VSTRM Wichita KS, LLC, of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property.

Analysis: Under the provisions of the IRB Lease between 2525 N. Woodlawn VSTRM Wichita KS, LLC (Tenant) and the City, the Tenant has the option, if all outstanding bonds and fees have been, or will be, paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant has paid off the bonds.

Financial Considerations: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Special Warranty Deed and Termination and Release of Lease Agreement, and the delivery of such documents have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Special Warranty Deed, Termination and Release of Lease Agreement and to convey the property to 2525 N. Woodlawn VSTRM Wichita, KS LLC and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination and Release of Lease

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this 7th day of July, 2015, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and 2525 N. WOODLAWN VSTRM WICHITA KS, LLC, a limited liability company organized under the laws of the State of Delaware (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the following real property situated in Sedgwick County, Kansas:

Lot 1, Block 1, Woodlawn Place 2nd Addition, Wichita, Sedgwick County, Kansas, except the west 65 feet thereof for drainage dedication (the "Land");

TOGETHER WITH all improvements, rights, rights of way, privileges, tenements, hereditaments, easements and appurtenances pertaining thereto unto the use and benefit of Grantee, its successors and assigns, in fee simple forever.

BEING the same property conveyed to Grantor by that certain [Deed] from VS Property, LLC dated October 18, 2000 and recorded at film 2104, page 1111.

TO HAVE AND TO HOLD the property hereby conveyed unto Grantee, its successors and assigns, in fee SIMPLE, with Grantor's covenant that it will execute such further assurances of the said land as may be requisite.

Grantor hereby covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

00200836-1

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the 7th day of July, 2015.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of July, 2015, before me, a notary public in and for said County and State, came Jeff Longwell, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

Approved as to Form:

Jennifer Magaña, Director of Law

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the 7th day of July, 2015, by and among the City of Wichita, Kansas, a municipal corporation (the “City”), and 2525 N. WOODLAWN VSTRM WICHITA KS, LLC, a limited company organized under the laws of the State of Delaware (the “Tenant”) and Commerce Bank, N.A., of Wichita, Kansas, a state chartered bank duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the Wichita, Kansas (the “Trustee”);

WITNESETH:

WHEREAS, the City leases to the Tenant certain real and personal property pursuant to Lease dated as of October 1, 2000, by and between the City and the Tenant, as successor in interest to VS Property, L.L.C. (the “Lease”), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County at Film 2104, Page 1113; and

WHEREAS, said Lease was assigned by the City to the Trustee; and

WHEREAS, the property covered by the Lease consists of the following:

THE LAND. The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 1, Block 1, Woodlawn Place 2nd Addition, Wichita, Sedgwick County, Kansas, except the west 65 feet thereof for drainage dedication (the “Land”); and

THE IMPROVEMENTS: all buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 2000 Bond Proceeds pursuant to said Lease, constituting the “Improvements” as referred to in said Lease and said Indenture, and more specifically described as follows:

A 69,287 square foot customer service call center and parking facilities for 460 automobiles.

The above-described Land and Improvements, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11. And 12.1 of the Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Refunding Bonds (2525 N. WOODLAWN VSTRM WICHITA KS, LLC – VoiceStream Wireless Project), Series IV – A & B, 2000, in the original aggregate principal amount of \$10,144,764.18 (the “Bonds”) and

WHEREAS, all outstanding Bonds have been paid in full, and no Bonds remain outstanding under the Trust Indenture dated as of October 1, 2000 (the “Indenture”) by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the 7th day of July, 2015.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of July, 2015, before me, a notary public in and for said County and State, came Jeff Longwell, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

Commerce Bank, N.A.
Wichita, Kansas

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of July, 2015, before me, a notary public in and for said county and state, came _____, _____ of Commerce Bank, N.A. of Wichita, Kansas, a state chartered bank duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said bank, and such person duly acknowledged the execution of the same to be the act and deed of said bank.

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

Notary Public

My Appointment Expires:

RESOLUTION NO. 15-198

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE CITY TO CONVEY TITLE TO THE PROJECT; AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED; AND TERMINATION AND RELEASE OF THE LEASE TO 2525 N. WOODLAWN VSTRM WICHITA KS, LLC; AND AUTHORIZING THE EXECUTION OF ALL SUCH OTHER DOCUMENTS NECESSARY TO CONVEY TITLE TO SUCH PROJECT

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the “Act”), the City of Wichita, Kansas (the “City”), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Bonds (2525 N. WOODLAWN VSTRM WICHITA KS, LLC Project), Series IV – A & B, 2000 in the aggregate principal amount of \$10,144,764.18 (the “2000 Bonds”) for the purpose of providing funds to acquire a site and construct and equip a customer call center located in the City of Wichita, Kansas (hereinafter referred to as the “Project”); and

WHEREAS, pursuant to the Act, the City leased the Project to 2525 N. WOODLAWN VSTRM WICHITA KS, LLC, a limited liability company organized under the laws of the State of Delaware (the “Tenant”) pursuant to a certain Lease dated as of November 1, 2003 (the “Lease”); and

WHEREAS, the outstanding 2000 Bonds have been paid in full; and

WHEREAS, UMB Bank, N.A., of Wichita, Kansas (the “Trustee”), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the City has received notice of the Tenant’s notice to exercise its option to purchase the Project and the City wishes to expedite that process.

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

1. That the City acknowledges receipt of the Tenant’s notice of its intent to exercise its option to purchase the Project as set forth in the Lease.

2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of \$1,000.00 to the City pursuant to Section 17.2(ii) of the Lease.

3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Project

to the Tenant including but not limited to a Special Warranty Deed, Termination and Release of Lease, and termination of all existing financing statements.

4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph, for delivery on behalf of the City, at such time as the Trustee shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).

5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

[Remainder of this page intentionally left blank]

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 7th day of July, 2015.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, Director of Law



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Jennifer Magaña, City Attorney & Director of Law
SUBJECT: Report on Claims for May2015
DATE: June 3, 2015

The following claims were approved by the Law Department during the month of May 2015.

Kansas Department of Transportation	\$417.86
Kansas Gas Service	\$919.14
Ina VanArsdale	\$830.00
Reed Wetzel	\$875.00

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Property on 13th Street North between I-135 and Oliver (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property as surplus.

Background: The City has completed a project to widen East 13th Street North between Hydraulic to Oliver. The improvements included adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The project required the acquisition of all or part of 78 tracts. At the completion of construction, 24 parcels were identified as being potentially marketable. These include several that are large enough to be readily developable as well as remnants.

Analysis: All City departments have been notified of the availability of the properties and no governmental use has been identified. The Office of Property Management requests permission to declare the property surplus and available for sale or lease. The properties will be posted to the City's web site and flyers will be sent to local brokers, real estate professionals, community housing organizations and adjacent property owners.

Financial Considerations: The City will receive cash consideration for the sale or lease of the properties. The proceeds from the sale or lease payments, net fees and operating expenses, will be deposited to the General Fund or as directed. Additionally, the sale or lease of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

Legal Considerations: Any agreement for sale or lease will be provided to the Law Department to be reviewed as to form.

Recommendation/Action: It is recommended that the City Council declare the property as surplus and designate it as available for sale to the general public.

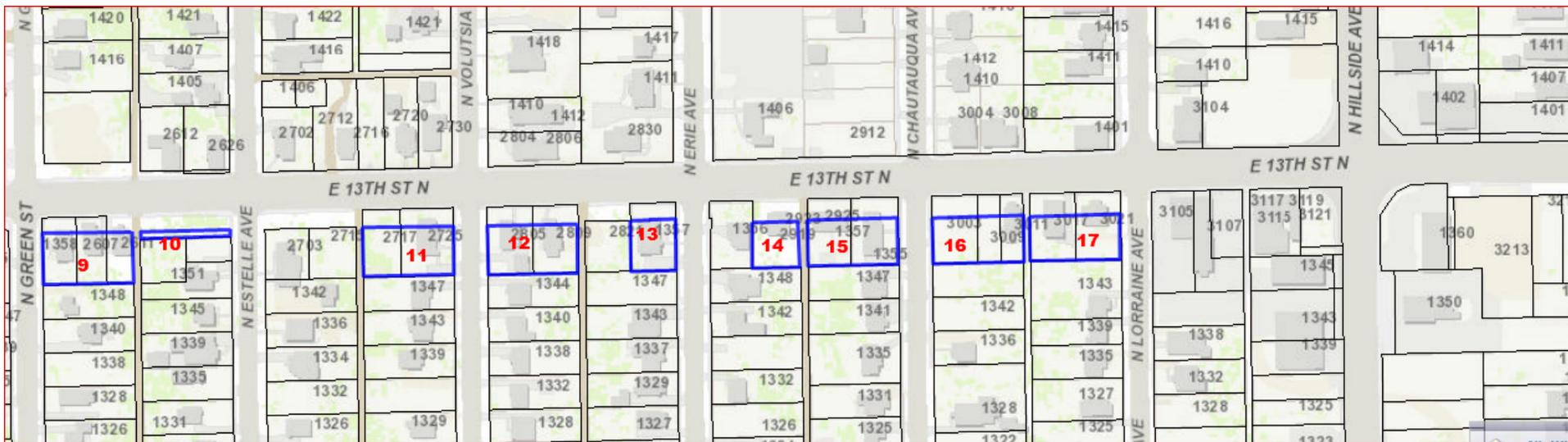
Attachments: Aerial map and tract list.

Potential Surplus Parcels - 13th Street - Hydraulic to Oliver

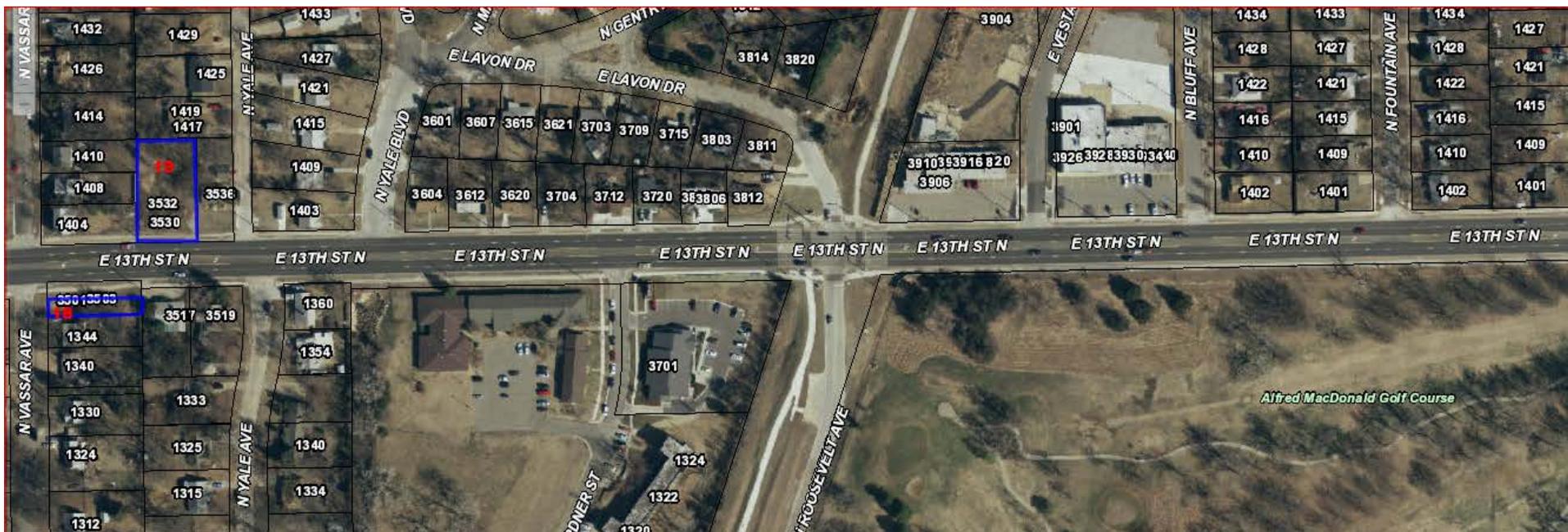
Tract	Property Address	Location	Size (sf)	Lot	Remannt	Comments
1	1356 N. Kansas	SEc Kansas and 13th	2,520		X	
2	1352 N. Minneapolis	SEc Minneapolis and 13th	7,700	X		
3	1349 N Minnesota	SWc Minnesota and 13th	7,700	X		
4	1355 N. Piatt	SWc Piatt and 13th	7,700	X		
5	2001 E. 13th St N.	SEc Piatt and 13th	700		X	
6	2029 E. 13th St N.	SWc Ash and 13th	700		X	
7	2105 E. 13th St N.	SEc Ash and 13th	700		X	
8	2305 E. 13th St N.	SEc Spruce and 13th	16,065	X		
9	1358 N Green	SEc Green and 13th	10,125	X		
10	1351 N. Estelle	SWc Estelle and 13th	1,350		X	
11	2725 E. 13th St N.	SWc Volutsia and 13th	10,125	X		
12	2809 E. 13th St N.	SEc Volutsia and 13th	8,775	X		
13	1357 N. Erie	SWc Erie and 13th	5,065		X	
14	2919 E. 13th St N.	Mid-block Erie and Chautauqua	4,390		X	
15	1355 N. Chautauqua	SWc Chautauqua and 13th	8,775	X		
16	3003 E. 13th St N.	SEc Chautauqua and 13th	8,775	X		
17	3021 E. 13th St N.	SWc Lorraine and 13th	8,775	X		
18	3501 E. 13th St N.	SEc Vassar and 13th	4,149		X	
19	3532 E. 13th St N.	Mid-block between Yale and Vasar	13,775	X		
20	1345 N. Fairmount	SWc Fairmount and 13th	6,700		X	
21	1358 N. Crestway	SEc Crestway and 13th	5,740		X	
22	1357 N. Terrace	SWc Terrace and 13th	4,725		X	
23	1358 N. Terrace	SEc Terrace and 13th	3,375		X	
24	1359 N. Pershing	SWc Persing and 13th	2,025		X	



13th Street, Kansas east to Poplar



13th Street, Green east to Fairmount



13th Street, Vassar east to Crestway



13th Street, Crestway east to Oliver

Second Reading Ordinances for July 7, 2015 (first read on June 23, 2015)

- A. ZON2015-00017 City Zone Change from Single-Family Residential SF-5 to Limited Commercial LC, Generally Located South Of Harry Street on the West Side of South Webb Road. (District II)**

ORDINANCE NO. 50-028

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.

- B. ZON20158-00018 City Zone Change from LI Limited Industrial to CBD Central Business District on Property Generally Located South of Waterman Street and East of Commerce Street. (District I)**

ORDINANCE NO. 50-029

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.

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

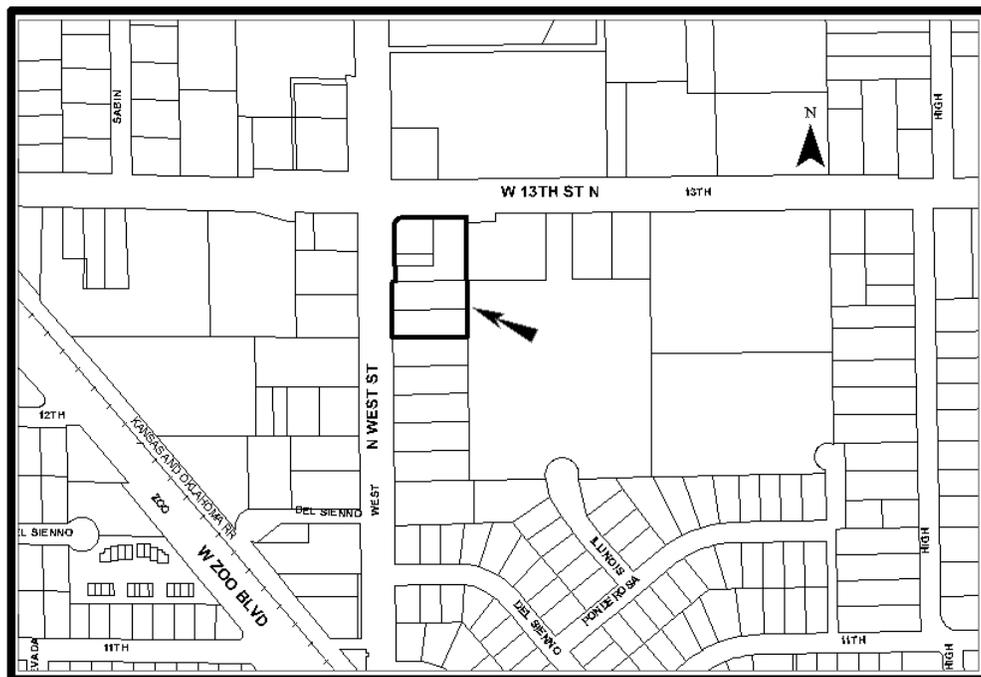
SUBJECT: SUB2015-00001 -- Plat of QuikTrip 19th Addition Located on the Southeast Corner of 13th Street North and West Street (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site consists of one lot on 1.69 acres zoned Limited Commercial (LC).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for sidewalk improvements.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition and Resolution as to form and the documents will be recorded with the Register of Deeds.

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

Attachments: Certificate of Petition
Resolution

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, Chad M. Stanford, Vice President, QuikTrip West, Incorporated, owner and platfor of QuikTrip 19th Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

- 1. Paving Sidewalk Petition(s) (1)

As a result of the above mentioned petitions for improvements, lots within QuikTrip 19th Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 8th day of June, 2015.

QUIKTRIP WEST, INCORPORATED

By: *Chad Stanford*
Chad M. Stanford, Vice President

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 8th day of June, 2015, before me a Notary Public in and for said State and County, came Chad M. Stanford, Vice President, QuikTrip West, Incorporated, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: *Damisha Dethrage*

My Appointment Expires: 6-21-16

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

RESOLUTION NO. 15-199

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS– QUIKTRIP 19TH ADDITION/SOUTH OF 13TH STREET NORTH, EAST OF WEST STREET) (472-85230).

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

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

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

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

Construction of sidewalk on the south side of 13th Street, east of West Street, from the east line of West Street to approximately 205' east of the east line of West Street (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Sixteen Thousand Dollars \$16,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

See *Exhibit A* attached hereto

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

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

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

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

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 7, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

QUIKTRIP 19TH ADDITION

Lot 1, Block 1

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

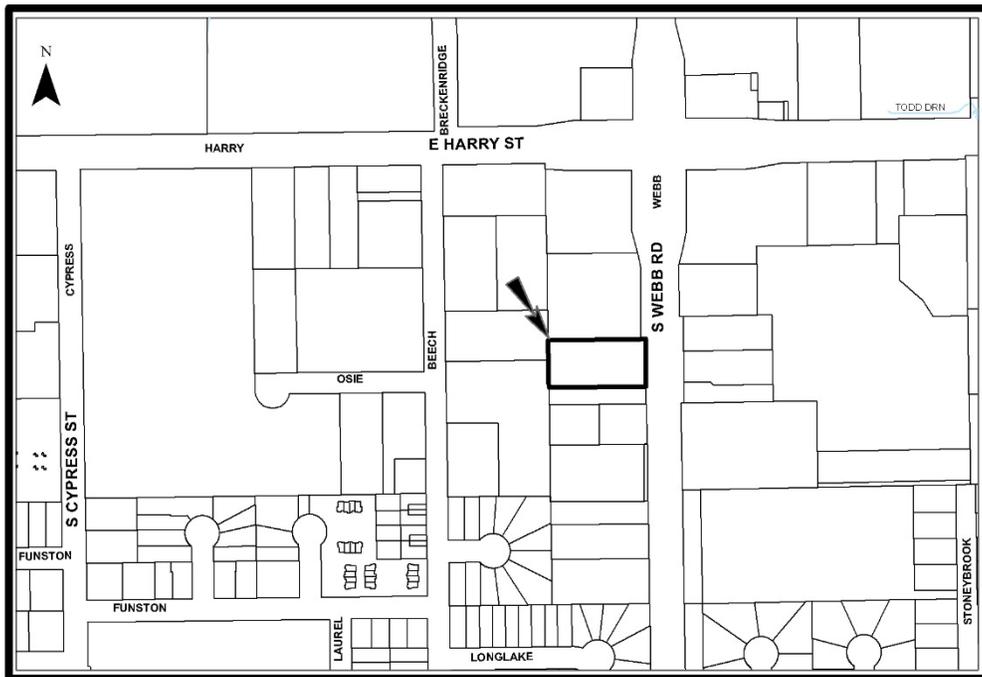
SUBJECT: SUB2015-00014 -- Plat of Wasinger Addition Located on the West Side of Webb Road, South of Harry Street (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site consists of one lot on .88 acres. A zone change (ZON2015-00017) has been approved from Single-Family Residential (SF-5) to Limited Commercial (LC).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Drive Approach Closure Certificate as to form and the document will be recorded with the Register of Deeds. The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Drive Approach Closure Certificate
Ordinance

(OCA150004)

Published in The Wichita Eagle on July 17, 2015

ORDINANCE NO. 50-035

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.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00017

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Wasinger Addition, Wichita, Sedgwick County, Kansas.

Generally located on the West side of Webb Road, South of Harry.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14th day of July, 2015.

ATTEST:

Karen Sublett, City Clerk

Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00019 – Zone Change from LI Limited Industrial to GC General Commercial on Property Located at 3939 and 3949 North Comotara (north of East 37th Street North and East of North Rock Road) (District II)

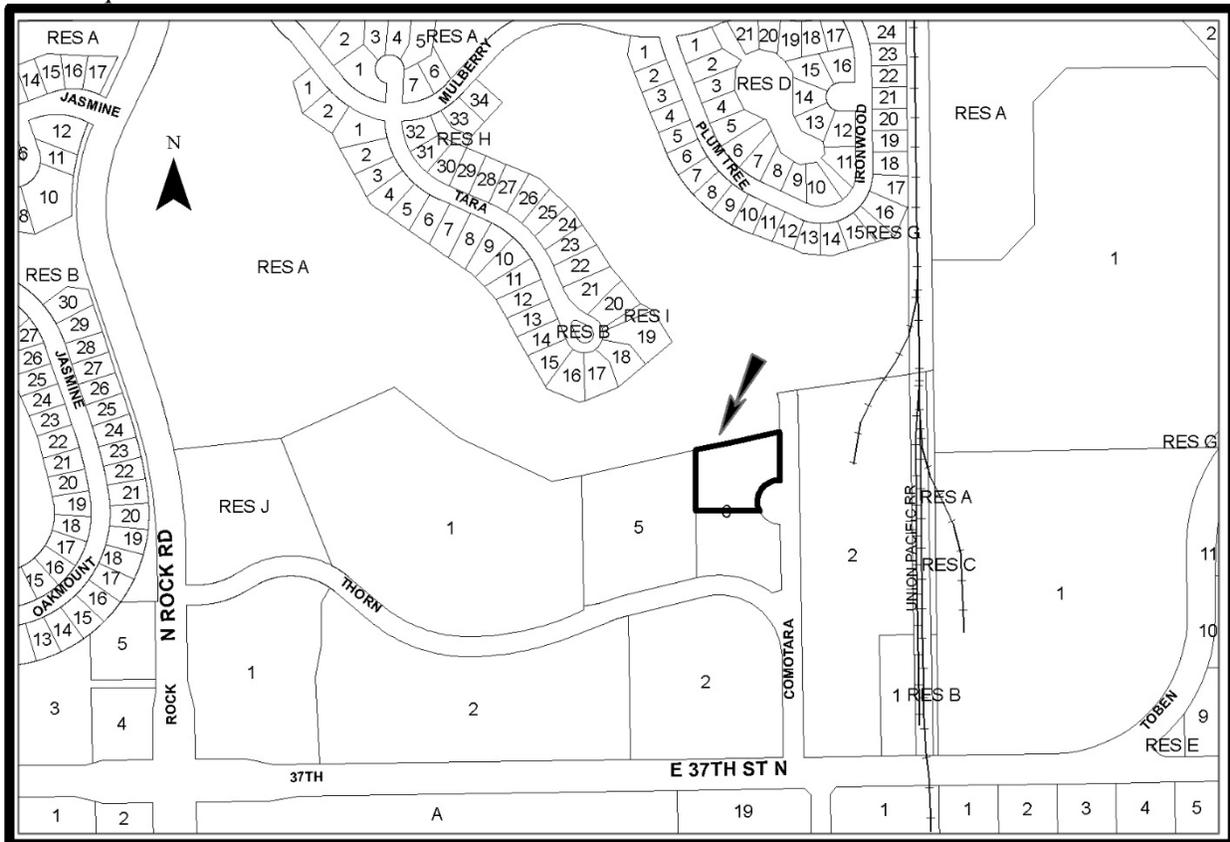
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board II approval of the application (7-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The application area is 1.6 acres of platted land zoned Limited Industrial (LI) located at 3949 North Comotara, which is located north of East Thorn Drive and west of the North Comotara Street cul-de-sac (1,000 feet north of East 37th Street North, 2,000 feet east of North Rock Road). The property is developed with two buildings which house a hotel or motel, The Inn at Willowbend. The first of the hotel/motel buildings was constructed about 1995. The LI zoning district permits a hotel or motel as a use by right. The Unified Zoning Code (UZC, Article II, Section II-B.6.g) defines a “hotel or motel” as “an establishment used, maintained or advertised as a place where sleeping accommodations are supplied for short term use by transient guests, usually for less than a week” Additionally, the UZC defines “transient guest” as “a person who occupies a room for a period of less than one week at a time.” (Article II, Section II-B.13.f) The applicant has clients that rent hotel or motel rooms for considerably longer than one week. At one point, the site had signage advertising the site’s facilities as an apartment. In refinancing the hotel or motel property, staff was asked if the longer than a week stays at the hotel/motel were legal as a hotel or motel use or if, by definition, the longer stays constituted an “apartment” or “group residence” use. The LI zoning district does not permit any residential uses, such as an apartment or group residence, either by right or with conditional use approval. The applicant met with staff to review the situation. It was determined that the best way to address any concerns about refinancing the hotel/motel was to rezone the property from the LI district to the General Commercial (GC) district, which permits residential uses by right.

The other alternative to address the applicant’s situation was to have the applicant request a formal interpretation from the zoning administrator regarding the legality of the longer stays. Assuming the zoning administrator determined the longer term stays did not constitute a prohibited residential use, such a ruling would not preclude some other interested party from appealing the interpretation to the Board of Zoning Appeals. The potential for an appeal would have left the applicant without a failsafe resolution and could jeopardize the applicant’s refinancing opportunities. Therefore, the proposed zone change has been requested to permit long term stays.

Land located to the north of the site is zoned SF-5 Single-Family Residential (SF-5) and is developed with the Willowbend Golf Course. Land to the east of the subject tract is zoned LI and contains a steel fabrication facility. Land located to the south and west of the motel or hotel is vacant and is zoned LI.

Analysis: On June 4, 2015, the Metropolitan Area Planning Commission (MAPC) placed the application on its consent agenda and approved (12-0) the application without comment. Other than the applicant there was not anyone present to speak to the request.

District Advisory Board (DAB) II reviewed the request on June 8, 2015, and recommended approval (7-0). No one other than the applicant was present to speak to the request.

No protest petitions have been received. The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC, approve the requested zone change and place the ordinance on first reading (simple majority vote).

Attachments: MAPC minutes, DAB II minutes and ordinance.

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.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00019

Zone change request from LI Limited Industrial (LI) to GC General Commercial (CG) on property described as Beginning at the Northeast corner of lot 6, Block 1, Hi-Tech Industrial Park Second Addition to Wichita, Sedgwick County, Kansas; thence Northeast 35.73 feet; thence South 188.99 feet to a curve; thence Westerly and Southwesterly along a curve 187.24 feet; thence West 80.94 feet; thence North 240 feet to the North line of lot 6; thence Northeast 159.27 feet to the point of beginning, EXCEPT that part deed for street.

AND

Part of lot 6, Block 1, Hi-Tech Industrial Park Second Addition to Wichita, Sedgwick County, Kansas, beginning at the Northwest corner; thence Northeast 138.73 feet; thence South 240 feet; thence West 135.91 feet to the West line; thence North 212.20 feet to the point of beginning.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 14 day of July, 2015.

Jeff Longwell - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Office of Community Engagement
SUBJECT: ZON2015-00019 Long-term stay hotel/motel
DATE: June 9, 2015

On Monday, June 8, 2015, the District II Advisory Board considered a request for a zoning change for long-term stay hotel/motel. The DAB considered this to be an anomaly, as contrary to most other cases, LI zoning is more restrictive for long term stays than other types of zoning.

Action Taken: Weddle/Howell made a motion to recommend the request be approved. Motion carried 7-0

**EXCERPT MINUTES OF THE JUNE 4, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2015-00019 - Venture Golf Partners II LLC / Stephen N. Sonneman request a City zone change from LI Limited Industrial to GC General Commercial to permit long term stay at an existing hotel on property described as:

Beginning at the Northeast corner of lot 6, Block 1, Hi-Tech Industrial Park Second Addition to Wichita, Sedgwick County, Kansas; thence Northeast 35.73 feet; thence South 188.99 feet to a curve; thence Westerly and Southwesterly along a curve 187.24 feet; thence West 80.94 feet; thence North 240 feet to the North line of lot 6; thence Northeast 159.27 feet to the point of beginning, EXCEPT that part deed for street.

AND

Part of lot 6, Block 1, Hi-Tech Industrial Park Second Addition to Wichita, Sedgwick County, Kansas, beginning at the Northwest corner; thence Northeast 138.73 feet; thence South 240 feet; thence West 135.91 feet to the West line; thence North 212.20 feet to the point of beginning.

BACKGROUND: The application area is 1.6 acres of platted land zoned Limited Industrial (LI) located at 3949 North Comotara, which is located north of East Thorn Drive and west of the North Comotara Street cul-de-sac (1,000 feet north of East 37th Street North, 2,000 feet east of North Rock Road). The property is developed with two buildings which house a hotel or motel, The Inn at Willowbend. The first of the hotel/motel buildings was constructed about 1995. The LI zoning district permits a hotel or motel as a use by right. The Unified Zoning Code (UZC, Article II, Section II-B.6.g) defines a “hotel or motel” as “an establishment used, maintained or advertised as a place where sleeping accommodations are supplied for short term use by transient guests, usually for less than a week” Additionally, the UZC defines “transient guest” as “a person who occupies a room for a period of less than one week at a time.” (Article II, Section II-B.13.f) The applicant has clients that rent hotel or motel rooms for considerably longer than one week. At one point the site had signage advertising the site’s facilities as an apartment. In refinancing the hotel or motel property, staff was asked if the longer than a week stays at the hotel/motel were legal as a hotel or motel use or if, by definition, the longer stays constituted an “apartment” or “group residence” use. The LI zoning district does not permit any residential uses, such as an apartment or group residence, either by right or with conditional use approval. The applicant met with staff to review the situation. It was determined that the best way to address any concerns about refinancing the hotel/motel was to rezone the property from the LI district to the General Commercial (GC) district, which permits residential uses by right.

The other alternative to address the applicant’s situation was to have the applicant request a formal interpretation from the zoning administrator regarding the legality of the longer stays. Assuming the zoning administrator determined the longer term stays did not constitute a prohibited residential use, such a ruling would not preclude some other interested party from appealing the interpretation to the Board of Zoning Appeals. The potential for an appeal would have left the applicant without a failsafe resolution and could jeopardize the applicant’s refinancing opportunities. Therefore, the proposed zone change has been requested to permit long term stays.

Land located to the north of the site is zoned SF-5 Single-Family Residential (SF-5) and is developed with the Willowbend Golf Course. Land to the east of the subject tract is zoned LI and contains a steel fabrication facility. Land located to the south and west of the motel or hotel is vacant and is zoned LI.

CASE HISTORY: The property is platted as part of Lot 6, Block 1, Hi-Tech Industrial Park Second Addition, recorded in 1986.

ADJACENT ZONING AND LAND USE:

North: SF-5; golf course
South: LI; vacant
East: LI; steel fabrication plant
West: LI; vacant

PUBLIC SERVICES: The site is served by public services. North Comotara Street has 68 feet of full right-of-way.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide depicts the site appropriate for “employment/industry center” uses. The “employment/industry” category encompasses uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be approved.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Land located to the north of the site is zoned SF-5 Single-Family Residential (SF-5) and is developed with the Willowbend Golf Course. Land to the east of the subject tract is zoned LI and contains a steel fabrication facility. Land located to the south and west of the motel or hotel is vacant and is zoned LI. The property is located on the edge of a low impact industrial area.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could potentially continue to operate without the zone change; however, approval of the zone change will permit the use to be more economically successful without creating any external impacts.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proposed zone change will not impact nearby properties in that the GC district permits virtually the same range of office, commercial and retail uses as the LI district does.
4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request will help ensure the continued viability of the hotel/motel in an area of town that does not have an abundance of hotel/motel facilities. Denial would presumably represent to the applicant a loss of economic opportunity. The hotel/motel has clients that presumably want to continue to book long terms stays. Approval to the request supports the public health, safety and

welfare ensuring that the public continues to have a long term stay choice at the subject site.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide depicts the site appropriate for “employment/industry center” uses. The “employment/industry” category encompasses uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The existing hotel/motel use is not entirely consistent with the comprehensive plan recommendation for an employment center; however, the site employs staff, and has been a successful use at this location, and in the location’s zoning and land use context since about 1995. Approval of the zone change does not prevent the site from being an even larger employment center. The zone change facilitates the site’s ability to continue to offer long term stays as part of the hotel/motel’s business model, and to continue to be economically successful.
6. Impact of the proposed development on community facilities: None identified.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

RAMSEY moved, **B. JOHNSON** seconded the motion, and it carried (11-0).

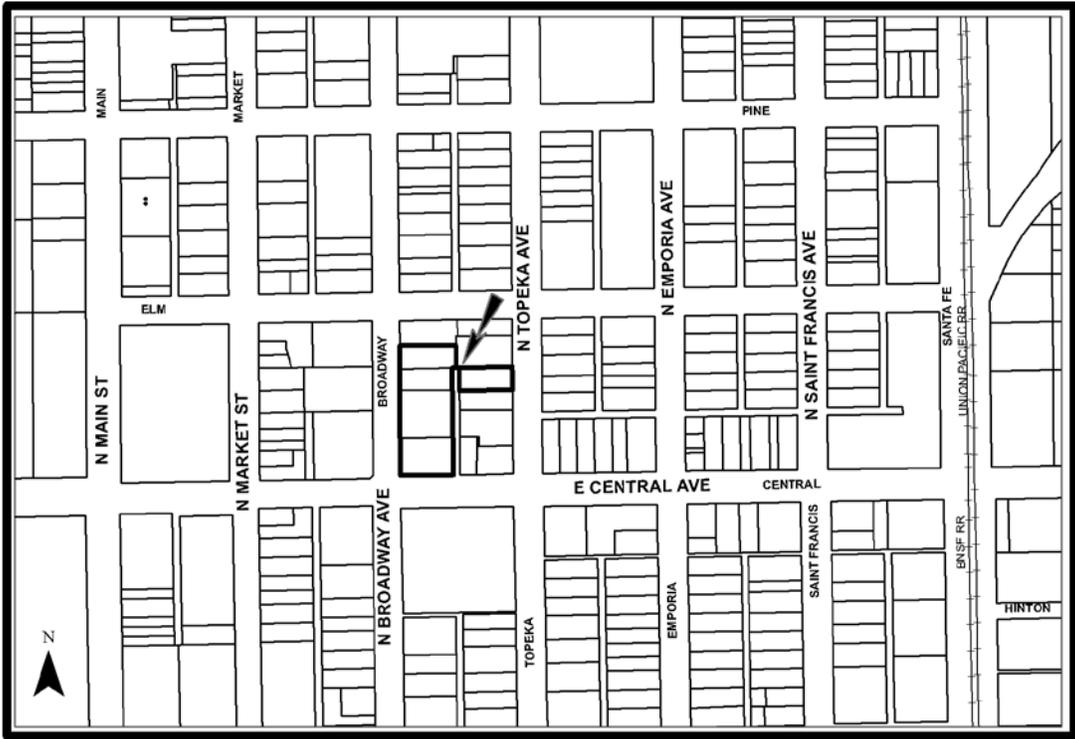
City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council
SUBJECT: ZON2015-00020 – City Zone Change from GC General Commercial and B Multi-Family Residential to CBD Central Business District on Property Located on the Northeast Corner of Central and Broadway Avenues. (District VI)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (7-0).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant is requesting a zone change from GC General Commercial and B Multi-Family Residential to CBD Central Business District. The brick and stone, one story Lord's Diner (built 2001), a brick three-story office and parking occupy the platted approximately 1.34-acre site, located on the northeast corner of Central and Broadway Avenues. The Lord's Diner provides free hot evening meals in a safe environment, 365 days a year to anyone needing this service. The proposed CBD zoning more effectively resolves such issues as parking and setbacks that would be triggered by the proposed expansion of the diner. The proposed expansion will enlarge the kitchen and food preparation area, but not the dining area. The proposed expansion will support the facility's food trucks, which deliver food off-site. The CBD zoning also matches the applicant's CBD zoned Cathedral of the Immaculate Conception complex located south of the site across Central Avenue. This is the first application for CBD zoning north of Central Avenue.

All properties located south of the subject site, from Central Avenue and 2nd Street to Santa Fe Avenue are zoned CBD. The south adjacent development includes the already mentioned Cathedral complex, one-story brick banks (built 1962, 2006), the stone YMCA (built 2012), one-three story brick apartments (built 1929-1930), a large stone vacant church and a one-story brick thrift shop (built 1940). Properties located west of the site, across Broadway Avenue, are zoned LC Limited Commercial and GC with development including a large stone First Presbyterian Church, a one-story brick thrift shop (built 1920), and a two-story brick office (built 1979). The GC and B zoned three-four story, stone, State and National Historical registered Sedgwick County Court House (built 1888) is located another block west. The State Historical registered GC zoned two-story, wood frame Twentieth Century Club (built 1894) and its attached three-four story brick theater (built 1931) abut the north side of the site as does a B zoned brick one-two story apartment (built 1920) and GO General Office zoned parking. The State and National Historical registered brick eight-nine story Commodore apartment (built 1929) is located a block northwest of the site. B and GC zoned brick two-three story apartments, parking, and a social service office (built 1912-1915) are located east of the site across a paved alley.

Analysis: On June 1, 2015, District Advisory Board (DAB) VI considered the request. There were no protesters at the DAB meeting. DAB VI voted 7-0 to approve the request for CBD zoning.

On June 4, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There was one protester at the MAPC meeting. The MAPC voted 11-0 to approve the request for CBD zoning. Planning staff has received no valid protests.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning and place the ordinance on first reading (simple majority vote required).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 50-037

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.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00020

Zone change from GC General Commercial (“GC”) and B Multi-Family Residential (“B”) to CBD Central Business District (“CBD”) on an approximately 1.34-acre property described as:

The west 140.00 feet of J. P. Hilton’s Reserve in J. P. Hilton’s Addition to the City of Wichita, Sedgwick County, Kansas, together with the south half of vacated alley adjoining on the north; TOGETHER with the south 53 feet of Lot 11, on Texas Avenue, now Broadway, in said J. P. Hilton’s Addition to the City of Wichita, Sedgwick County, Kansas, together with the north half of vacated alley adjoining on the south and together with the west half of vacated alley adjoining on the east; and TOGETHER with the north 55.00 feet of the east 140.00 feet of J. P. Hilton’s Reserve in said J. P. Hilton’s Addition.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Office of Community Engagement
SUBJECT: **ZON2015-00020: Request for zoning change from GC General Commercial and B Multi-Family Residential to CBD Central Business District**
DATE: June 2, 2015

On Monday, June 1, 2015, the District VI Advisory Board considered a request for a zoning change which would provide less restrictive zoning for the proposed expansion of the Catholic Charities building, the Lord's Diner. The applicant, Catholic Diocese of Wichita, requested a zone change from GC General Commercial and B Multi-Family Residential to CBD Central Business District.

The District Advisory Board had the following questions:

DAB? Will other rezoning be required for other activity? **Answer:** No, the CBD allows for the most flexible standards.

DAB? Will the facility want to build closer to the lot line? **Answer:** No, as there will be no increase in parking. The food will be taken off-site to serve the homeless population rather than invite more to the centralized location.

DAB? Would the zoning change allow more people to come if priorities change? **Answer:** Probably not, as there are no measures to increase the dining area. Lord's Diner representatives also addressed to DAB to confirm this response.

Action: (Weihe) made a motion to recommend approval of the CBD zoning
Motion passed: 7-0

**EXCERPT MINUTES OF THE JUNE 4, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2015-00020 - Catholic Diocese of Wichita (owner/applicant) and Baughman Company, PA, c/o Phil Meyer (agent) request a City zone change from GC General Commercial and B Multi-family Residential to CBD Central Business District on property described as:

The west 140.00 feet of J. P. Hilton's Reserve in J. P. Hilton's Addition to the City of Wichita, Sedgwick County, Kansas, together with the south half of vacated alley adjoining on the north; TOGETHER with the south 53 feet of Lot 11, on Texas Avenue, now Broadway, in said J. P. Hilton's Addition to the City of Wichita, Sedgwick County, Kansas, together with the north half of vacated alley adjoining on the south and together with the west half of vacated alley adjoining on the east; and TOGETHER with the north 55.00 feet of the east 140.00 feet of J. P. Hilton's Reserve in said J. P. Hilton's Addition.

BACKGROUND: The applicant is requesting a zone change from GC General Commercial and B Multi-Family Residential to CBD Central Business District. The brick and stone, one story Lord's Diner (built 2001), a brick three-story office and parking occupy the platted approximately 1.34-acre site, located on the northeast corner of Central and Broadway Avenues. The Lord's Diner provides free hot evening meal in a safe environment, 365 days a year to anyone needing this service. More than the site's current zoning the proposed CBD more effectively resolves such issues parking and setbacks that would be triggered by the proposed expansion of the diner. The CBD zoning also matches the applicant's stone, CBD zoned Cathedral of the Immaculate Conception complex located south of the site across Central Avenue. This is the first application for CBD zoning north of Central Avenue.

All properties located south of the subject site, from Central Avenue and 2nd Street to Santa Fe Avenue are zoned CBD. The south adjacent development includes the already mentioned Cathedral complex, one-story, brick banks (built 1962, 2006), the YMCA (built 2012), one-three story, brick apartments (built 1929-1930), a large vacant church and a one-story, brick thrift shop (built 1940). Properties located west of the site, across Broadway Avenue, are zoned LC Limited Commercial and GC with development including a large First Presbyterian Church, a one-story, brick thrift shop (built 1920), and a two-story, brick office (built 1979). The GC and B zoned three-four story, stone, State and National Historical registered Sedgwick County Court House (built 1888) is located another block west. The State Historical registered GC zoned two-story, wood frame Twentieth Century Club (built 1894) and its attached three-four story, brick theater (built 1931) abut the north side of the site as does a B zoned brick, one-two story apartment (built 1920) and GO General Office zoned parking. The State and National Historical registered brick, eight-nine story Commodore apartment (built 1929) is located a block northwest of the site. B and GC zoned brick, two-three story apartments, parking, and social service office (built 1912-1915) are located east of the site across a paved alley.

CASE HISTORY: The site is located in the JP Hilton Addition, which was recorded with the Register of Deeds January 1, 1870. Wichita was platted in 1870 and incorporated in 1871, with the site being platted in 1870 making it part of the beginning of Wichita. VAC2005-00037 vacated the west half of an east-west paved alley that had separated the Lord's Diner from the north Diocese property. BZA2002-00014 was an approved variance to reduce parking on the site.

ADJACENT ZONING AND LAND USE:

NORTH: GC, GO, B	Office and attached theater, parking and apartment
SOUTH: CBD	Cathedral complex, banks, retail, apartments, YMCA, vacant church
EAST: B, GC	Apartments, parking office
WEST: GC, LC, B	Church, apartment, retail, County government building

PUBLIC SERVICES: The site has access off of Central and Broadway Avenues, both four-lane arterial streets, with center turn-lanes at this location. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The purpose of the GC zoning district is to accommodate retail, commercial, office and other complementary land uses. GC zoning is generally compatible with the "Regional Commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building.

The requested CBD is the appropriate zoning for this recently (2001) redeveloped site, which is located north, across Central Avenue, from the original CBD zoned core of Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area. Although this is the first application for CBD zoning north of Central Avenue, CBD zoning has recently been extended west, across the Arkansas River, outside the original CBD core to include several properties in Delano, along 2nd Street and Douglas Avenue; ZON2013-00038 & ZON2014-00030.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request for CBD zoning be **APPROVED.**

This recommendation is based on the following findings:

(1)**The zoning, uses and character of the neighborhood:** The GC and B zoned site is located on the north edge of the original CBD zoned downtown core of Wichita. All properties located south of the subject site, from Central Avenue and 2nd Street to Santa Fe Avenue are zoned CBD. The south adjacent development includes the already mentioned Cathedral complex, one-story, brick banks (built 1962, 2006), the YMCA (built 2012), one-three story, brick apartments (built 1929-1930), a large vacant church and a one-story, brick thrift shop (built 1940). Properties located west of the site, across Broadway are zoned LC Limited Commercial and GC with development including a large First Presbyterian Church, a one-story, brick thrift shop (built 1920), and a two-story, brick office (built 1979). The GC and B zoned three-four story, stone, State and National Historical registered Sedgwick County Court House (built 1888) is located another block west. The State Historical registered GC zoned two-story, wood frame Twentieth Century Club (built 1894) and its three-four story, brick attached theater (built 1931) abut the north side of the site as does a B zoned brick, one-two story apartment (built 1920) and GO General Office zoned parking. The State and National Historical registered brick, eight-nine story Commodore apartment (built 1929) is located a block northwest of the site. B and GC zoned brick, two-three story apartments, parking, and social service office (built 1912-1915) are located east of the site across a paved alley.

- (2) **The suitability of the subject property for the uses to which it has been restricted:** The site's GC and B zoning allows the current uses of a charity sit-down restaurant, office and parking. However the proposed expansion of the site's facilities will bring it into conflict with the setback and parking requirements associated with its current GC and B zoning.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** With the exception of a loss of parking, the proposed CBD zoning should not have any detrimental impact on the area. CBD zoning is currently the dominate zoning to the south of the recently redeveloped site, which shares some similar patterns of uses as the original CBD core area, in regards (but not necessarily limited to) to parking and setbacks.
- (4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building.

The requested CBD is the appropriate zoning for this recently (2001) redeveloped site, which is located north, across Central Avenue, from the original CBD zoned core of Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area. Although this is the first application for CBD zoning north of Central Avenue, CBD zoning has recently been extended west, across the Arkansas River, outside the original CBD core to include several properties in Delano, along 2nd Street and Douglas Avenue; ZON2013-00038 & ZON2014-00030.

- (5) **Impact of the proposed development on community facilities:** Loss of parking will have an impact on the area, other than that there will be minimal impact on community facilities.

BILL LONGNECKER, Planning Staff presented the Staff Report. He said this is one of two phases to expand the kitchen area to allow for more refrigeration and preparation area to help facilitate food for the trucks that go out to the community for outreach service. He said this will not expand the dining area. He reported that DAB VI unanimously approved the request at the June 1, 2015 meeting. He said no one was present at that meeting to speak against the proposed rezoning. He said staff has received phone calls from people who were curious or concerned about the impact of CBD zoning on adjacent properties.

PHIL MEYER, BAUGHMAN COMPANY, 315 ELLIS, AGENT FOR THE APPLICANT said the Director and Board Chair for the Lord's Diner were present to answer any questions the Commission may have. He said this was part of a two-phase expansion which was for the food preparation area. He said the first expansion is for a food storage area. He said the second expansion was for the food preparation area which will take place north of the building; however, they do not have a site plan put together yet because they don't know exactly how the second expansion will occur. He said there is no planned expansion of the dining facility and they don't look to expand that service in the future. He said this proposed expansion is for the food truck service that they provide to several areas throughout the community. He commented that the proposed CBD zoning also solves the building setback and additional parking issues. He said this could be resolved by the Board of Zoning Appeals; however, considering the

surrounding downtown area this piece of property fits CBD zoning and that was the easiest solution. He added that the Diocese has an additional parking at the southwest corner of Central and Broadway that they will allow the Lord's Dinner employees to use. He added that the food preparation is during off hours so there really is no parking issue.

TRIP SHAWVER, 634 NORTH BROADWAY said he is an attorney and his wife owns the buildings at 632 and 634 North Broadway. He said he is Roman Catholic so he was a little hesitant speaking against the Lord's Diner. But he feels a need because this proposed expansion. He said except what has been said here today, they don't know what the proposed expansion is. He said his main concern is the problem with transients coming in and laying on the ground. He said it got so bad, First Presbyterian Church put up wrought iron fencing. He said his clients have asked him what syringes are doing out there. He said that is the sort of problem the neighbors have got.

SHAWVER said the proponents said they are not going to expand the diner and have more traffic coming in but are expanding the food storage and preparation areas. He said this is the first he has heard about it. He said that is not down in writing in anything the Commission has, just what the agent said. He said before something is considered, he feels they should provide some specifics. He said he understands from the Internet that the Lord's Diner serves 600 people a day and he can see the herd coming down and back from his front window. He said there used to be three (3) attorneys in the office, now there is just him. He said no one wants to be there and mentioned that other building owners in the area have no occupancy and can't rent office space because of the foot traffic and transients in the area and it keeps increasing. He said he understands the need to take care of the homeless but you don't need to drive out the people who have had businesses in this area. He said he has had his office since 1976 and he would just as soon not move. He said it sounds like this will increase traffic and parking. He said he is careful when walking out his back door during off hours. He said anyone that comes to prepare food needs to have a buddy walk them to their car. He requested that before the Commission votes on this issue that they get the details of the proposed two-phase expansion to see what the applicant is talking about specifically. He also mentioned that he didn't get any notice of this proposal. He concluded by saying that the area is unsafe. He said the thrift shop on the corner of Central and Broadway could be any Arby's or other food place but no one wants to build there. He said he believes we have a civil duty to feed the homeless; however, he felt that others in the City should take up the slack rather than having it all fall at Broadway and Central.

CHAIR GOOLSBY clarified that no action the Commission takes today can remove the problem the speaker addressed.

SHAWVER said he thought that was incorrect and said the Commission can deny the request. He added that the Commission doesn't even know what the request is.

GOOLSBY explained that the request was to change the zoning to CBD.

SHAWVER said denying the expansion will leave things the way they are now.

GOOLSBY said whether the Commission approves the request or leaves it alone that won't change the current situation.

SHAWVER said if the Commission approves an expansion, the current situation is going to get worse.

GOOLSBY explained that the food trucks go off site around different areas in the City.

SHAWVER said he doesn't see that on the proposal.

GOOLSBY said the agent's remarks regarding the proposal are on the official record.

SHAWVER said unfortunately he's a lawyer and anything oral leaves the door open. He said if he were sitting on a Board he would want to see the details of Phase 1 and Phase 2 in writing before he voted on it. He also mentioned notifying the rest of the people in the neighborhood.

MEYER stated that the first expansion will be to the food preparation area of the kitchen. He said currently the Lord's Diner has two (2) trucks that serve the community. He said this expansion will allow them two (2) more trucks for a total of four (4) food trucks. He said the Lord's Diner is aware that issues occur because of the service, but they provide a very needed service to the community and that service is not going to change whether the Commission approves the zone change or not. He said the Lord's Diner is there, they are going to stay there, and they will continue to provide this much needed service to the community. He said the kitchen expansion is only what they are planning and the Board of Director's has not provided a site plan because nothing has been approved yet. He said they did not want to provide the Commission information that may change later. He said his personal opinion is that the CBD should probably go all the way from Murdock to downtown. He said if you drive through the area it makes sense for CBD up to Murdock in his opinion.

WARREN said the speaker brought up some interesting points. He said if the Lord's Diner plans on expanding services and servicing more people in need at this location then that demands further discussion. He said it sounds like the applicant doesn't want to cut off that possibility.

MEYER said he did not say that. He said their only intention is to expand the kitchen facility and preparation area. He said there will be no expansion of the dining facility; he wanted to be clear on that.

FOSTER mentioned that approving a zone change with no conditions seems a-typical. He said at the very least a site plan should be submitted before buildings permits are issued.

MEYER said they are requesting CDB zoning at today's hearing. He said he has not seen protective overlays or site plans required with a request for CDB zoning. He said that is why there are no conditions or protective overlays; that is not typical. He added that there are no setbacks or parking requirements either. He said those requirement don't exist in CDB zoning and they feel that zoning is appropriate at this location.

B. JOHNSON he said he appreciates them coming to the Commission before they have drawings because then the comment would be "Why didn't you come to us before you decided to do this." He said developing plans and drawings costs a lot of money. He also mentioned a project currently taking place in Derby where they are building a central kitchen to service all the schools in Derby and he can see why that would be very efficient.

DENNIS said his wife worked just north of this area for many years and had to go to work very early in the morning so he drove her to work and picked her up every day. He said he understands what Mr. Shawver was saying about safety in the area. He said the requested zone change to CBD is not going to impact any of those underlying problems.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **DENNIS** seconded the motion, and it carried (11-0).

Agenda Item No. II-24

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

SUBJECT: VAC2015-00007 - Request to Vacate an Ingress-Egress Easement Dedicated by Separate Instrument and an Alley Dedicated by Separate Instrument on Property Located on the Northeast Corner of Harry Street and Broadway Avenue. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



Background: The applicant proposes to vacate the ingress-egress access easement dedicated by separate instrument (Deed Book 1480 and Page 464) and an alley dedicated by separate instrument (Deed Book 432, Page 290). The ingress-egress access easement is for access to utilities. There are a sewer line, manholes and power poles located in the area of the alley and the ingress-egress easement. There is a curb cut along Harry Street for the alley.

Analysis: The Metropolitan Area Planning Commission (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: All improvements are to City standards and at the applicant's expense.

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

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A utility easement dedicated by separate instrument

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

**IN THE MATTER OF THE VACATION OF PORTIONS)
OF AN ALLEY DEDICATED BY SEPARATE)
INSTRUMENT & AN INGRESS-EGRESS EASEMENT)
DEDICATED BY SEPARATE INSTRUMENT)
)
)
GENERALLY LOCATED ON THE NORTHEAST) **VAC2015-00007**
CORNER OF BROADWAY AVENUE & HARRY STREET)
)
)
)
MORE FULLY DESCRIBED BELOW)**

VACATION ORDER

NOW on this 7th day of July, 2015, comes on for hearing the petition for vacation filed by JTS Investments, LLC, c/o Thomas Schmedler (owner) & The City of Wichita, Property Management, c/o John Philbrick (owner), praying for the vacation of the following described portions of an alley dedicated by separate instrument and an ingress-egress easement dedicated by separate instrument, to-wit:

ALLEY - An alley previously dedicated and described in a deed filed with the Sedgwick County Register of Deeds at Book 432, Page 290, more particularly described as: Commencing at a point one hundred forty (140) feet west of the southeast corner of Lot 11, Zimmerly's Addition to the City of Wichita; thence north ninety three (93) feet; thence west twenty (20) feet; thence south ninety three (93) feet; thence east twenty (20) feet to the place of beginning.

&
INGRESS EGRESS EASEMENT - The west two and one half (2 ½) feet of an ingress egress easement as recorded at Deed Book 1480, Page 464.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on March 26, 2015, which was at least 20 days prior to the public hearing.

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

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

4. A utility easement dedicated by separate instrument will be recorded with this Vacation Order at the Sedgwick County Register of Deeds.

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

6. The vacation of the described portions of the alley dedicated by separate instrument and the ingress-egress easement dedicated by separate instrument, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 7th day of July, 2015, ordered that the above-described portions of the alley dedicated by separate instrument and the ingress-egress easement dedicated by separate instrument are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

UTILITY EASEMENT

THIS UTILITY EASEMENT made this ___ day of May, 2015, by and between JTS Investments, LLC, party of the first part and the City of Wichita, party of the second part.

WITNESSETH:

WHEREAS the party of the first part has filed a vacation request with the party of the second part to vacate an alley previously dedicated and described in a deed filed with the Sedgwick County Register of Deeds at Book 432, Page 290, more particularly described as:

Commencing at a point one hundred forty (140) feet west of the southeast corner of Lot 11, Zimmerly's Addition to the City of Wichita; thence north ninety three (93) feet; thence west twenty (20) feet; thence south ninety three (93) feet; thence east twenty (20) feet to the place of beginning.

WHEREAS the party of the second part requires as a condition of the vacation request that the party of the first part dedicate a utility easement over the said alley being vacated.

NOWHEREFORE the said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said party of the second part a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing public utilities, over, along and under the following described real estate situated in Sedgwick, County, Kansas to wit:

Beginning at a point one hundred forty (140) feet west of the southeast corner of Lot 11 on the south line of said Lot 11, Zimmerly's Addition to the City of Wichita; thence north ninety three (93) feet; thence west twenty (20) feet; thence south ninety three (93) feet; thence east twenty (20) feet to the place of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public utilities. Grantor retains the surface rights to use the described real estate. The granting of this easement shall not be construed to prohibit Grantor from establishing and constructing pavement, parking, curbing, gutters, landscaping or other improvements along, upon, over or across said easement or any portion thereof.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

JTS INVESTMENTS, LLC

Thomas A. Schmiedler

Name:

Title:

APPROVED AS TO FORM:

Jennifer Magana
Jennifer Magana, Director of Law

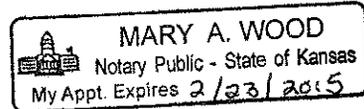
STATE OF KANSAS)
COUNTY OF SEDGWICK) ss

BE IT REMEMBERED, that on this 7 day of May, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Thomas Schmiedler, JTS Investments, LLC, personally known to me to be the same persons who executed the within instrument of writing and that such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Mary A. Wood
Notary Public

My Commission Expires: 2-23-2015



City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

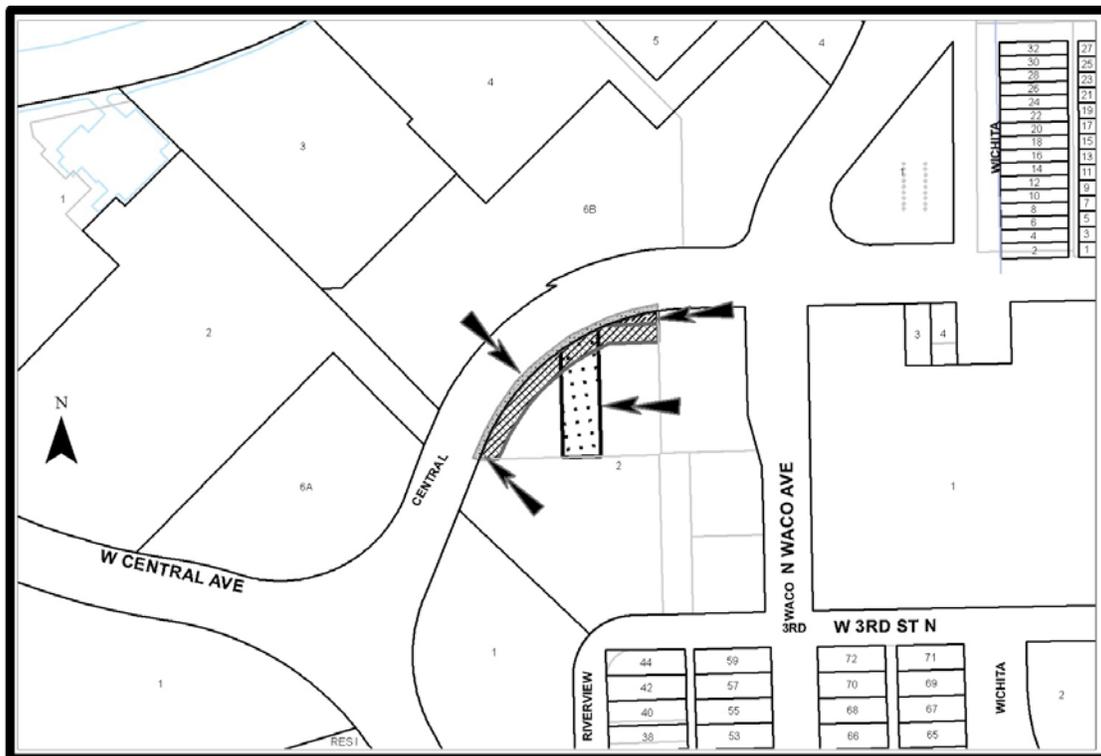
SUBJECT: VAC2015-00008 - Request to Vacate Portions of Platted Complete Access Control, a Platted Setback, a Platted Contingent Street Right-of-Way and a Platted Utility Easement on Property Generally Located West of Waco Avenue on the South Side of Central Avenue. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



Background: The applicants are requesting consideration to vacate:

- That portion of platted complete access control, running parallel to Central Avenue and the north side of the CBD Central Business District zoned Parcel B, Lot 2, Emerson Addition. The Traffic Engineer has approved of the location of the drive.
- A platted 35-foot setback running parallel to Central Avenue and the north side of Parcel B, Lot 2, Emerson Addition. The CBD zoning district has no minimum front or street side yard setbacks. VAC2004-00045 vacated 15 feet of the platted 35-foot building setback on Parcel A of Lot 2, Emerson Addition.
- A platted contingent Central Avenue street right-of-way located the northeast corner of Parcel B of Lot 2, Emerson Addition. VAC2004-00045 vacated the portion of platted contingent Central Avenue street right-of-way on Parcel A of Lot 2, Emerson Addition.
- A north-south platted 70-foot wide utility easement located on Parcel B of Lot 2, Emerson Addition. The south 10 feet of the subject easement will be retained because a water line, a water node and a water valve are located in this portion of the easement, which intersects with a platted 20-foot wide east-west utility easement.

The applicant is working with Westar in regards to it's utilities/street lights in the area of the vacation request along Central Avenue. The Emerson Addition was recorded with the Register of Deeds on May 12, 1980. Commercial Lot Split SUB2004-2004 created Parcel A of Lot 2 and Parcel B of Lot 2 (the subject site), Emerson Addition.

Analysis: The Metropolitan Area Planning Commission (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: All improvements are to City standards and at the applicant's expense.

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

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF PORTIONS)
OF PLATTED COMPLETE ACCESS CONTROL, A)
PLATTED SETBACK, A PLATTED CONTINGENT)
STREET RIGHT-OF-WAY & A PLATTED UTILITY)
EASEMENT)**

**GENERALLY LOCATED WEST OF WACO AVENUE)
ON THE SOUTH SIDE OF CENTRAL AVENUE)**

VAC2015-00008

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 7th day of July, 2015, comes on for hearing the petition for vacation filed by The City of Wichita c/o John Philbrick (owner), praying for the vacation of the following described portions of platted complete access control, a platted setback, a platted contingent street right-of-way and a platted utility easement, to-wit:

Platted Access Control - Complete access control except for one (1) opening as approved by the city engineer over that portion of Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, more particularly described as follows: Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part of Lot 2 as described in deed filed at Film 1178, Page 1267; AND EXCEPT, that part of Lot 2 described in deed filed at Doc. #/FLM-PG: 28576228; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 28869532; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 29386951.

Platted Building Setback - The platted thirty five (35) building setback over that portion of Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, more particularly described as follows: Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part of Lot 2 as described in deed filed at Film 1178, Page 1267; AND EXCEPT, that part of Lot 2 described in deed filed at Doc. #/FLM-PG: 28576228; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 28869532; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 29386951.

CONTINGENT STREET DEDICATION - The west 90.45 feet more or less of the contingent right of way over a portion of Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, more particularly described as follows: Lot 2, Emerson Addition, Wichita, Sedgwick County,

Kansas, EXCEPT that part of Lot 2 as described in deed filed at Film 1178, Page 1267; AND EXCEPT, that part of Lot 2 described in deed filed at Doc. #/FLM-PG: 28576228; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 28869532; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 29386951.

UTILITY EASEMENT - The seventy (70) foot north-south utility easement as platted in Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas across the following described tract of land: Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part of Lot 2 as described in deed filed at Film 1178, Page 1267; AND EXCEPT, that part of Lot 2 described in deed filed at Doc. #/FLM-PG: 28576228; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 28869532; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 29386951.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on March 26, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portions of platted complete access control, the platted setback, the platted contingent street right-of-way and the platted utility easement and the public will suffer no loss or inconvenience thereby.

3. The described vacated 35-foot building setback will be replaced with a 20-foot building setback.

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

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

6. The vacation of the described portions of the platted complete access control, the platted setback, the platted contingent street right-of-way and the platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 7th day of July, 2015, ordered that the above-described portions of the platted complete access control, the platted setback, the platted contingent street right-of-way and the platted utility easement are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
July 7, 2015

TO: Mayor and City Council

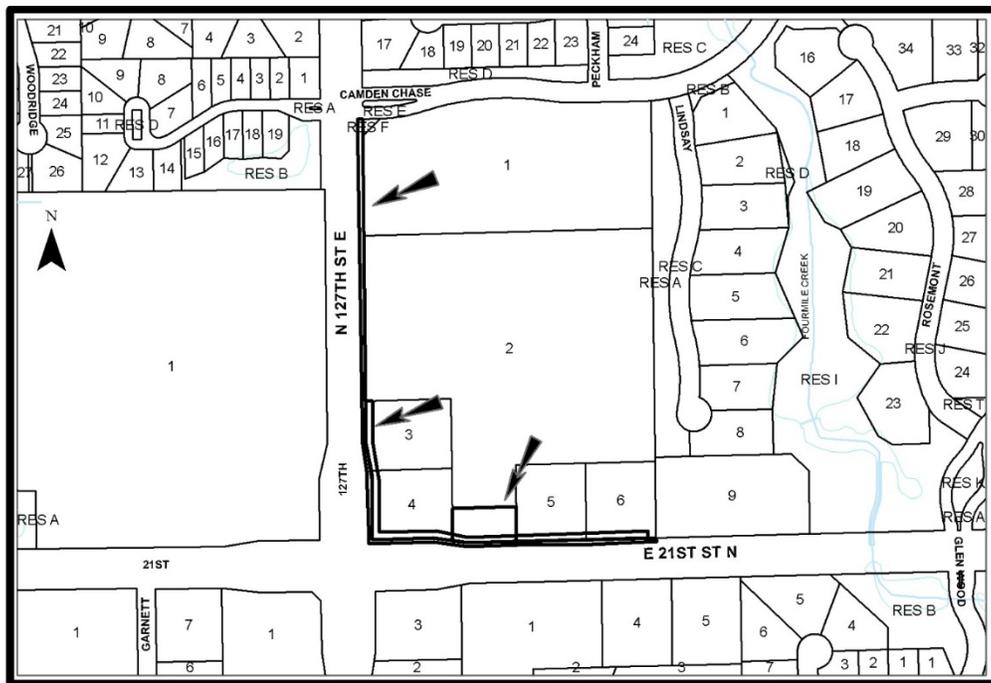
SUBJECT: VAC2015-00017 - Request to Vacate Portions of Platted Complete Access Control, a Platted Setback and a Platted Utility Easement on Property Located on the Northeast Corner of 21st Street North and 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



Background: The applicant is requesting the vacation of the north 65 feet of the platted 100-foot setback located parallel to that south side of Lot 2, located between Lots 4 and 5, all in Block 6, Hawthorne Addition. The Limited Commercial LC zoned subject lots are located in Community Unit Plan CUP DP-238 overlay. The minimum street side yard or front yard setback for a CUP is 35 feet, which is what the applicant is requesting. The vacation would also match the rest of CUP DP-238's 35-foot setbacks.

The applicant is also requesting the vacation a platted 20-foot utility easement located parallel to the west sides of Lots 3 and 4 and parallel to the south sides of Lots 4, 2, 5 and 6, all in Block 6, Hawthorne Addition. The undeveloped site has no public utilities located in the platted easement; however there are franchised utilities located within the described easement. The applicant is working with the franchised utilities to provide easements or re-location of their equipment.

The applicant's final request is the vacation of the platted access control located parallel to the west sides Lots 1, 2, 3 and 4, onto 127th Street East and parallel to the south sides of Lots 4, 2, 5 and 6, onto 21st Street North. The vacation will shift four existing permitted points of access along the west side. Both 127th Street East and 21st Street North are paved, curb and guttered, four-lane arterial roads with center turn lanes at this location. There is a raised median in this portion of 21st Street North, but none on 127th Street East. The Hawthorne Addition was recorded with the Register of Deeds on December 12, 2002.

Analysis: The Metropolitan Area Planning Commission (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: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, the utility easement dedicated by separate instrument, access control dedicated by separate instrument and a petition certification for a sanitary sewer lateral. The original Vacation Order, the utility easement dedicated by separate instrument, access control dedicated by separate instrument and a petition certification for a sanitary sewer lateral will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A utility easement dedicated by separate instrument
- Access control dedicated by separate instrument
- A petition certification for a sanitary sewer lateral

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

**IN THE MATTER OF THE VACATION OF PORTIONS)
OF A PLATTED SETBACK, A PLATTED UTILITY)
EASEMENT & PLATTED ACCESS CONTROL)**

**GENERALLY LOCATED ON THE NORTHEAST)
CORNER OF 21ST STREET NORTH & 127TH STREET)
EAST)**

VAC2015-00017

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 7th day of July, 2015, comes on for hearing the petition for vacation filed by Twenty-First Growth LLC, c/o Tim Buchanan (owner), praying for the vacation of the following described portions of a platted setback, a platted utility easement and platted access control to-wit:

ACCESS CONTROLS: All access openings platted along the frontage of 127th Street East and 21st Street North abutting and adjoining Lots 1, 2, 3, 4, 5, and 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.

BUILDING SETBACK : One hundred foot building setback platted on the south most portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.

UTILITY EASEMENT : The platted twenty foot utility easement along the frontage of 127th Street East and 21st Street North abutting and adjoining Lots 2, 3, 4, 5, and 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; except the east 20 feet thereof said Lot 6.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 14, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portions of the platted setback, a platted utility easement and platted access control and the public will suffer no loss or inconvenience thereby.

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

4. The described vacated 100-foot building setback will be replaced with a 35-foot building setback.

5. A utility easement dedicated by separate instrument, access control dedicated by separate instrument and a petition certification for sanitary sewer lateral will be recorded with this Vacation Order at the Sedgwick County Register of Deeds.

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

7. The vacation of the described portions of the platted setback, a platted utility easement and platted access control, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 7th day of July, 2015, ordered that the above-described portions of the platted setback, a platted utility easement and platted access control are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, Timothy J. Buchanan, Managing Member, Twenty-First Growth, LLC, a Kansas Limited Liability Company, owner and plator of Hawthorne Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

- 1. Sanitary Sewer Lateral Petitions (1)

As a result of the above mentioned petitions for improvements, lots within Hawthorne Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

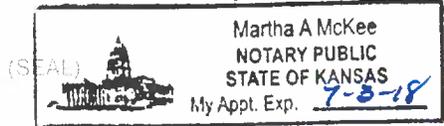
Signed this 15th day of JUNE, 2015.

TWENTY-FIRST GROWTH, LLC
A Kansas Limited Liability Company

By: 
Timothy J. Buchanan, Managing Member

Sedgwick County) SS
State of Kansas)

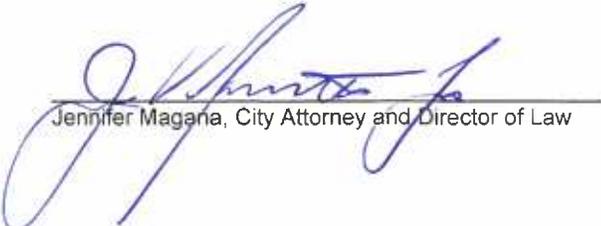
Be it remembered that on this 15th day of JUNE, 2015, before me a Notary Public in and for said State and County, came Timothy J. Buchanan, Managing Member, Twenty-First Growth, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

My Appointment Expires: 7-3-18

APPROVED AS TO FORM:


Jennifer Magana, City Attorney and Director of Law

VAC 2015-00017

UTILITY EASEMENT

THIS EASEMENT made this 15th day of June, 2015, by Twenty-First Growth, LLC, a Kansas limited liability company, of the first party and the City of Wichita, Kansas, of the second parties.

WITNESSED, That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the second party a perpetual right-of-way and easement, for the purpose of accessing, constructing, maintaining, and repairing utilities, along and over the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A 20 foot tract of land lying in portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being centered ten feet each side of the following described line:

COMMENCING at the northwest corner of Lot 6, Block 6, said addition; thence along the east line of said Lot 2 on a platted bearing of N00°38'30"W, 10.00 feet; thence S88°33'26"W, 20.00 feet to a point on the west line of a platted 20 foot utility and drainage easement, said point being the POINT OF BEGINNING; thence continuing along said bearing S88°33'26"W, 561.74 feet; thence N01°38'17"W, 66.94 feet to the POINT OF TERMINATION, the easterly sidelines of said 20 foot wide tract of land being prolonged and/or shortened to terminate on the said west line of a platted 20 foot utility and drainage easement.

And said second parties are hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing all of their utilities.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

TWENTY-FIRST GROWTH, LLC, a Kansas limited liability company

[Handwritten signature]

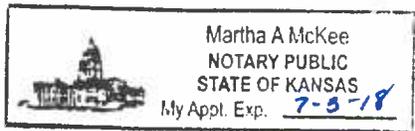
Timothy J. Buchanan, Managing Member

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this 15th day of JUNE, 2015, by Timothy J. Buchanan, Managing Member, Twenty-First Growth, LLC, a Kansas limited liability company.

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

[Handwritten signature] Notary Public
Notary Public:
My Term Expires: 7-3-18



Upon Recording mail to:
MKEC Engineering, Inc.
411 N. Webb Rd., Wichita, KS 67206
J:\Projects\2015\1501010284_Twenty1st_Hawthorne 127th and 21st\05 Civil\Docs\Land Development\Docs\Utility Easement s11.doc



WOC2015-00017

ACCESS CONTROL DEDICATION

WHEREAS, Twenty-First Growth, LLC, a Kansas limited liability company, as owner of the below described property, has petitioned the City of Wichita to vacate the platted access controls for the same per Vacation Case numbered VAC2015-00017; and

WHEREAS, It is necessary to re-dedicate access controls for the below described property; and

WHEREAS, Twenty-First Growth, LLC, a Kansas limited liability company wishes to do the same; and

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, being the owners of the following described real estate, to-wit:

Lots 1, 2, 3, 4, 5, and 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas,

Do hereby transfer and convey to the City of Wichita all abutters' right of access, ingress and egress to said property from or to 127th Street East and 21st Street North over and across the west and south lines of the above described property; provided however, the following six full movement openings and one right-in and right-out opening shall be allowed:

1. One 50 foot full movement opening along 127th Street frontage; Said 50 feet being centered on a point 227.41 feet south of the south most point of Reserve F, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas;
2. One 68.09 foot right-in / right-out movement opening along 127th Street frontage; Said 68.09 feet being centered on a point 446.45 feet south of the south most point of Reserve F, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas;
3. One 50 foot full movement opening along 127th Street frontage; Said 50 feet being centered on a point 665.50 feet south of the south most point of Reserve F, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas;
4. One 50 foot full movement opening along 127th Street frontage; Said 50 feet being centered on a point 882.92 feet south of the south most point of Reserve F, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said 50 foot full movement opening is conditionally allowed as a full movement, provided however if the land use on the northeast corner of the intersection of 127th Street and 21st Street has a traffic trip generation pattern greater than that of a bank with a drive-thru, said 50 foot opening shall revert to a right-in right-out only opening.
5. One 90 foot full movement opening along 21st Street frontage; Said 90 feet being centered on a point 553.04 feet west of the southeast corner of Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas;
6. One 50 foot full movement opening along 21st Street frontage; Said 50 feet being centered on a point 373.04 feet west of the southeast corner of Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said 50 foot full movement opening is conditionally allowed as a full movement, provided

however if the City of Wichita exercises its right to extend the median in 21st Street, if warranted to aid in traffic control, said 50 foot opening shall revert to a right-in right-out only opening.

7.(6) One 50 foot full movement opening along 21st Street frontage; Said 50 feet being centered on a point 200.00 feet west of the southeast corner of Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said 50 foot full movement opening is conditionally allowed as a full movement, provided however if the City of Wichita exercises its right to extend the median in 21st Street, if warranted to aid in traffic control, said 50 foot opening shall revert to a right-in right-out only opening.

It is understood that this conveyance is a covenant running with the land prohibiting all subsequent owners thereof and all members of the public from ingressing or egressing upon Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas to or from 127th Street East and/or 21st Street North, EXCEPT as provided for the seven (7) openings described herein.

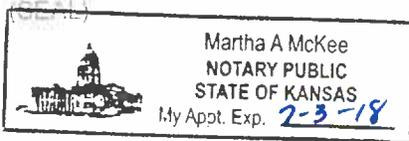
Executed this 15th day of JUNE, 2015.

TWENTY-FIRST GROWTH, LLC, a Kansas limited liability company

By: 
Timothy J. Buchanan, Managing Member

STATE OF KANSAS, SEDGWICK COUNTY, ss:

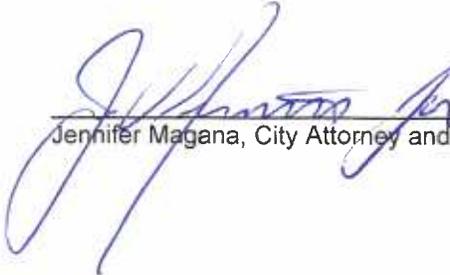
Be it remembered that on this 15th day of JUNE, 2015, before me a Notary Public in and for said State and County, came Timothy J. Buchanan, Managing Member, Twenty-First Growth, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

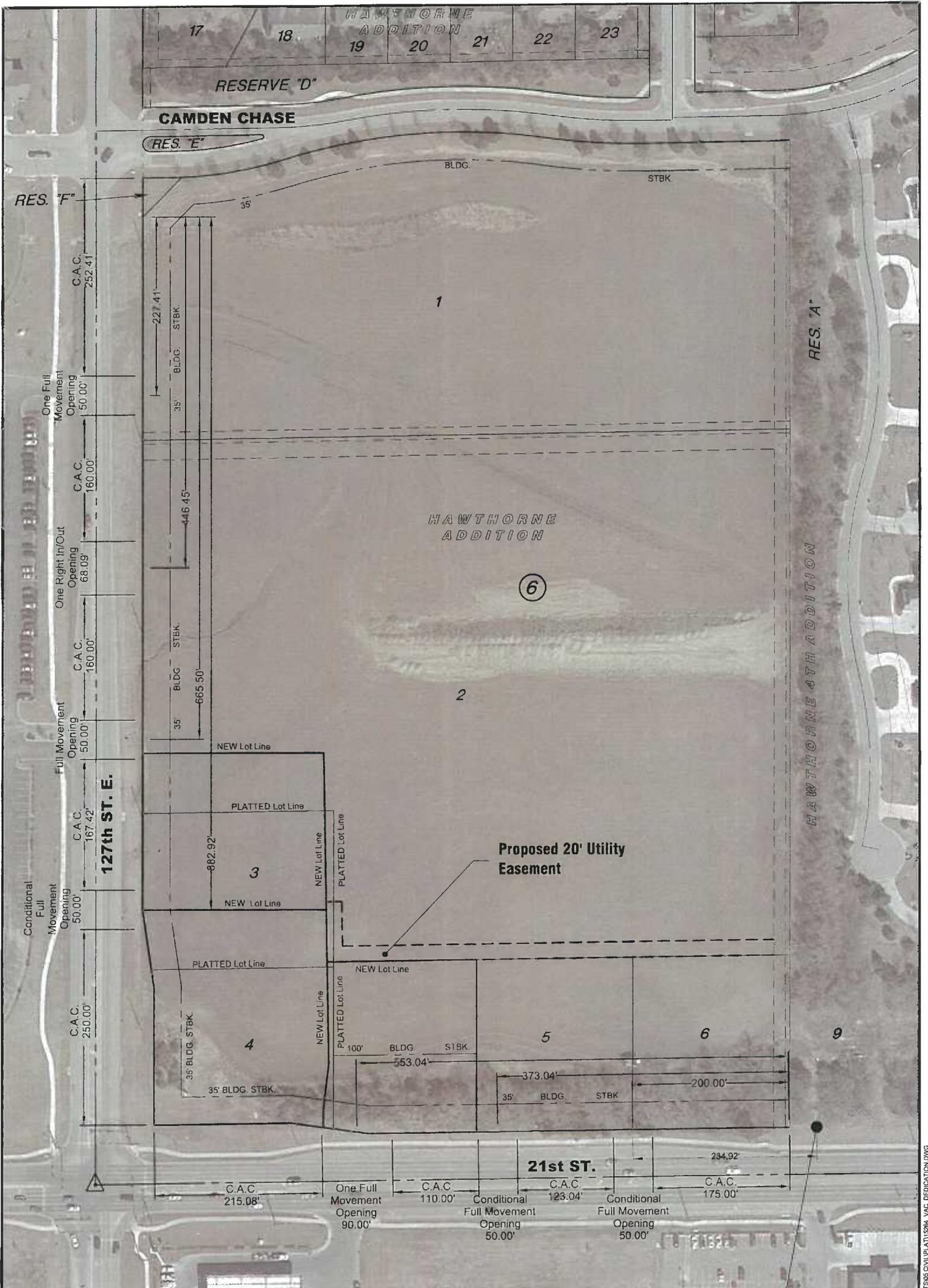


Notary Public: 

My Appointment Expires: 7-3-18

APPROVED AS TO FORM:


Jennifer Magana, City Attorney and Director of Law



NOTES:

1. The two access points labeled Conditional Opening 50.00' on Lots 5 and 6 are conditional based on in the event that the City of Wichita exercises its right to construct a center median in 21st Street at its cost; at such time said conditional openings shall become right-in / right-out only.
2. The conditional full movement access point on 127th Street providing access to Lots 3 and 4 is conditional based on the land use on Lot 4 producing traffic trips generations similar to or less than that of a bank with drive thru lanes. Bank drive-in trip generations shall be quantified by the current edition of the Institute of Transportation Engineers, Trip Generation Manual.

VAC2015-00007
Centerline of Anticipated Future Full Movement Drive



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ACCESS CONTROL DEDICATION EXHIBIT HAWTHORNE ADDITION LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 6			
PROJECT NO. 1501010264	DATE: JUNE 2015	SHEET NO.	
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL	1 OF 1

J:\PROJECTS\2015\15010264_TWENTYFIFTH_HAWTHORNE_127TH_AND_21ST_150284-CLOSURE500 CIVIL\PLAT\15284_VAC_DEDICATION.DWG

Wichita, Kansas
June 22, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Elizabeth Goltry, Budget Analyst, Budget Office, Jason Brogden, Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk.

Minutes of the regular meeting dated June 22, 2015, were read and on motion approved.

Bids were opened June 26, 2015, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Dump Truck with/ Spreader and Snow Plow.

Defer two weeks

WICHITA AIRPORT AUTHORITY/AIRPORT ENGINEERING: Terminal Demo/Reconstruction Apron Ph 4B Rebid.

Defer one week

The Purchasing Division recommended that the contracts be deferred outlined above.

On motion the Board of Bids recommended that the contracts be deferred as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
July 6, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk.

Minutes of the regular meeting dated June 29, 2015, were read and on motion approved.

Bids were opened June 26, 2015, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ ENGINEERING DIVISION: Terminal Demo/Reconstruction Apron Ph 4B Rebid.

Defer one week

The Purchasing Division recommended that the contracts be deferred outlined above.

On motion the Board of Bids recommended that the contracts be deferred as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk