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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. July 12, 2016

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of regular meeting on June 21, 2016

AWARDS AND PROCLAMATIONS

-- Awards:
Citizen's Fire Academy Graduation

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. Julie Burkhart, Founder and CEO of Trust Women - 25th Anniversary of the Summer of Mercy.

2. Warren Carter - Assigning more police officers to write handicapped parking tickets.

3. Shirley Starr - Clean Up Wichita.

II. CONSENT AGENDA ITEMS 1 THROUGH 37

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

IV. NEW COUNCIL BUSINESS

1. Sale of Hyatt Regency Hotel. (District I)

   RECOMMENDED ACTION: Direct staff to negotiate a purchase agreement with Philip G. Ruffin.

2. Business Services Agreement to Facilitate Foreign Direct Investment and Export Relations with Mexico.

   RECOMMENDED ACTION: Approve the 2016-17 Business Service Agreement with Molera and Alvarez and authorize the necessary signatures.

3. Day Reporting Center Contract.

   RECOMMENDED ACTION: Approve the contract with Geo Reentry Services and authorize the necessary signatures.

4. Police Department Staffing Study.

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

5. Parks, Recreation and Open Space Plan Update 2016.

   RECOMMENDED ACTION: Endorse the Wichita Parks, Recreation and Open Space Plan Update 2016.

6. Grant Application for National League of Cities.

   RECOMMENDED ACTION: Approve the Grant Application, grant funding upon receipt, and authorize the necessary signatures.

7. 2016 Youth Employment Project Grant Agreement - Workforce Alliance of South Central Kansas, Inc.

   RECOMMENDED ACTION: Approve the 2016 Youth Employment Project Grant Agreement in the amount of $25,000 with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

8. 2017 Annual Operating Budget.

RECOMMENDED ACTION: Set the public hearing on the Proposed 2017 Budget (including the Tax Increment Financing Districts and the Self-Supporting Municipal Improvement District) and the 2016 Revised Budget for August 9, 2016; authorize publication of the formal public hearing notice; approve first reading of the general budget, TIF district, and SSMID ordinances; set a maximum amount of taxes levied for the City of Wichita at $106,990,860, based on an anticipated mill levy of 32.686 mills (no change from the current mill levy) and an estimated assessed valuation of $3.273 billion; and set the maximum amount of taxes levied for the Self-Support Municipal Improvement District at $663,313, based on an estimated levy of 7.118 mills and an estimated assessed valuation of $93,188,084.

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. ZON2015-00052 – City Zone Change from Single-Family Residential and General Commercial to Limited Industrial with a Protective Overlay on Property Generally Located West of South Greenwich Road, Between East Kellogg Street and Interstate Highway I-35 and on the West Side of South Trig Street. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zoning, subject to the provisions of the protective overlay, and place the ordinance on the first reading (requires a three-quarter majority of six votes to overturn the valid protests).

2. ZON2016-00018 – Zone Change from SF-5 Single-family Residential to TF-3 Two-family Residential, Generally Located West of I-235 and South of West Central, 5801 West Saint Louis Avenue. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the requested zone change except for the north 110 feet (six of seven votes required); 2) Deny by making alternate findings (five of seven votes required) or 3) Return the application to the MAPC for reconsideration (four of seven votes required).

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 for Vice Mayor Lavonta Williams to attend the 2016 National Black Caucus of Local Elected Officials Conference, July 20 - 23, 2016, Columbus, Ohio.

   RECOMMENDED ACTION: Approve the travel expenditure.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 37)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 27 and July 11, 2016.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

New	2016	(Consumption on Premises)
Tim Wright	Xtreme Racing and Entertainment**	2120 North Woodlawn #426

Renew	2016	(Consumption on Premises)
Juan Alejandre	Poblano's**	343 South Greenwich Road #101
Neil Bhakta	The Mumbai Rail Indian Bistro**	711 East Douglas SU105
Eduardo Sebastian	La Chinita Mexican Restaurant**	1451 North Broadway
Deric Eubanks	Courtyard by Marriott**	802 East 2nd Street North
Concepcion Ascosta	Taqueria El Paisa	2227 North Arkansas Avenue

Renew	2016	(Consumption off Premises)
Sham Gupta	Maize Food Mart***	10723West Kellogg
Sham Gupta	Schulte Food Mart***	11012 Southwest Blvd
Deric Eubanks	Courtyard by Marriott***	802 East 2nd Street North
Mandeep Sira	Flying Eagle***	3405 South West Street
Harinder Pal Sira	Flying Eagle 1***	277 South Ridge Road

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Paving Improvements to Serve Mathewson's Addition. (District I)
   b. Petitions for Stormwater Drainage Improvements to Serve Tyler Pointe Addition. (District II)
   c. Revised Petitions for Improvements to Serve Cheryl's Hollow 2nd Addition. (District V)
   d. New and Revised Petitions for Improvements to Serve Blue Lake Addition. (District IV)

   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:
   a. Community Events – Kansas Railfest. (District VI)
   b. Community Events - Chalk Art Festival. (District VI)
   c. Community Events - Friday Nights at the Fountains. (District I)
   d. Community Events - Food Trucks at the Fountains. (District I)
   e. Community Events - Automobilia's Moonlight Car Show and Street Party. (Districts I and VI)
   f. Community Events - Waterfront Triathlon. (District II)

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

6. Agreements/Contracts:
   a. Agreements to Respread Assessments Fontana 5th Addition. (District V)

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

7. Design Services Agreements:
   a. Supplemental Design Agreement No. 1 for Fairway Meadows Lagoon. (District II)
   b. Supplemental Design Agreement No. 1 for Rose Marie Neighborhood Water Main Replacement. (District III)
   c. Design Agreement for Improvements to West Street, between Harry and Kellogg. (District IV)

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

8. Minutes of Advisory Boards/Commissions:
   Historic Preservation Board, April 11, 2016
   Board of Park Commissioners, May 9, 2016
   Wichita Public Library, May 17, 2016
   Wichita Employee's Retirement System, April 20, 2016
   Bicycle and Pedestrian Advisory Board, May 9, 2016

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures: (Districts I and VI)

Property Address	Council District
a. 1302 N. Estelle Ave	I
b. 1303 N. Ash Ave	I
c. 1610 N. Grove Ave	I
d. 2527 N. Gentry Drive	I
e. 1111 N. Carlos Ave	VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on September 13, 2016 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.

10. Transfer of the Wichita Mausoleum.

RECOMMENDED ACTION: Acknowledge court transfer of the Wichita Mausoleum property to City ownership, and direct City staff to evaluate and appropriately assign internally the maintenance obligations.

11. Grant of Right-of-Way across City-Owned Property Located Between Oliver and Woodlawn. (District I)

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

12. Sale of City-owned Property at 21st Street North and I-135. (District VI)

RECOMMENDED ACTION: Declare the property as surplus and designate it as available for sale to the general public for a period of not less than 45 days.

13. Amending Resolution for Improvements to 9th Street, I-135 to Hillside. (District I)

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

14. Revised Budget for 2016 Outsourced Pavement Preservation Program.

RECOMMENDED ACTION: Adopt the amending resolutions, approve the revised budget, waive City Council Policy No. 2 regarding the use of project savings to allow for the transfer of funds, and authorize the necessary signatures.

15. Over Estimate Bid Acceptance for Paving Improvements to Serve Krug South Addition. (District II)

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

16. Agreement to Respread Assessments: Edge Water 2nd Addition. (District VI)

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

17. Wichita Downtown Development Corporation Bicycle Fixit Station Donation.

RECOMMENDED ACTION: Approve the donation and authorize the necessary signatures for the proposed MOU.

18. HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Power CDC. (District I)

RECOMMENDED ACTION: Approve the contract amendment providing for a change of the address of a HOME-assisted unit and additional funding, and authorize the necessary signatures.

19. HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Mennonite Housing Rehabilitation Services. (Districts I and VI)

    RECOMMENDED ACTION: Approve the contract amendment providing for changes of the addresses of HOME-assisted units, and authorize the necessary signatures.

20. HOME Program: Housing Development Loan Program Allocation, Residential Housing Solutions, LLC. (District I)

    RECOMMENDED ACTION: Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loan, and authorize the necessary signatures.

21. HOME Program: Housing Development Loan Program Allocation, Wichita Habitat for Humanity, Inc. (District I)

    RECOMMENDED ACTION: Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

22. Notice of Intent to Use Debt Financing - 1995 Midfield Road HVAC Improvements - Wichita Dwight D. Eisenhower National Airport.

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

23. Approval of Offers for the Douglas and Hydraulic Intersection Improvement Project. (District I)

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

24. Sale of City-owned Property at 143rd Street East and Kellogg (US 54). (District II)

    RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary signatures.

25. Temporary Street Closure: Southwest Boulevard, between Harry and May. (District IV)

    RECOMMENDED ACTION: Approve the temporary street closure.

26. Second Reading Ordinances: (First Read June 21, 2016)

    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.

27. *ZON2016-00008 and CON2016-00009 – City Zone Change from B Multi Family Residential to LC Limited Commercial and a Conditional Use to Allow the Outdoor Sale of Vehicles on Property Generally Located East of Interstate Highway I-135, North of East 1st Street, Between North Ash Street and North Minnesota Avenue. (District I)

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

28. *DED2015-00019 Dedication of Street Right-of-Way Located on the West Side of South Seneca Street, North of West Pawnee Avenue. (District IV)

    RECOMMENDED ACTION: Accept the Dedication.

29. *SUB2015-00041 -- Plat of QuikTrip 21st Addition Located on the Southeast Corner of East Harry Street and South Oliver Avenue. (District III)

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

30. *SUB2016-00001 -- Plat of Lighthouse Addition Located on the West Side of North Hoover Street, North of West 21st Street North. (District VI)

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

31. *SUB2016-00003 -- Plat of Terradyne West 4th Addition Located North of East Central Avenue, West of North 159th Street East. (District II)

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

32. *VAC2015-00057- Request to Vacate a Platted Utility Easement on Property Generally Located on the East Side of North Hydraulic Avenue and North of East Central Avenue. (District I)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

33. *VAC2016-00001- Request to Vacate an Easement Created by the Vacation of Public Street Right-of-way on Property Generally Located on the East Side of North Hydraulic Avenue and North of East Central Avenue. (District I)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

34. *VAC2016-00016 Request to Vacate a Portion of the Platted Harry Drive Public Street Right-of-Way and a Platted Front Building Setback Generally Located West of South 119th Street West, on the North Side of West Kellogg Street and East of South Hornecker Drive. (District IV)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) 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.

35. *Application for Conversion of Calvary Towers to Housing Choice Vouchers.

    RECOMMENDED ACTION: Approve the application, grant award upon receipt and authorize the necessary signatures.

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.

36. *1995 Midfield Road HVAC Improvements - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the project budget.

37. *License Agreement for Exterior Conduits and Duct Banks - Alltel Communications, LLD d/b/a Verizon Wireless - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the License Agreement and authorize the necessary signatures.

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Sale of Hyatt Regency Hotel (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Authorize staff to begin purchase negotiations with Philip G. Ruffin.

Background: On September 25, 2001, the City Council authorized the purchase of the Hyatt Regency Wichita Hotel in downtown Wichita from the original developer, East Bank Hotel Associates, LLC. On April 19, 2016, City Council authorized staff to draft and issue a Request for Proposals (RFP) for the sale of the Hyatt Regency Hotel to address recent inquiries. The RFP was posted on the City's website and national publication websites and mailed to developer lists provided by Purchasing and Urban Development. The City received numerous contacts locally, regionally and nationally expressing interest in the hotel property.

On May 18, 2016, the City held a mandatory pre-proposal conference for potential purchasers. Five interested parties attended the conference. The City received two offers for the purchase of the Hyatt by the June 22 deadline.

Analysis: Offer to Purchase proposals were received from Riverfront Partners, LLC and Philip G. Ruffin. The results are provided below:

RFP Submitters	Bid Price
Riverfront Partners LLC	$10,400,000
Philip G. Ruffin	$20,000,000

RFP respondents were required to meet three criteria for consideration. The criteria were: 1) offer to purchase price, 2) experience in owning and/or maintaining a full-service hotel, and 3) financial capacity to continue maintaining the property as a Hyatt Regency Hotel.

Philip G. Ruffin submitted the highest purchase offer. Documentation submitted with the Ruffin package provided evidence of experience operating full-service hotels. Mr. Ruffin's financial capacity was independently reviewed by a third party, Allen, Gibbs & Houlik L.C., and deemed appropriate.

The next step in the process is to negotiate a purchase agreement between the City and Philip G. Ruffin. Following direction from the City Council, staff and outside legal and financial counsels will negotiate a purchase agreement with Mr. Ruffin with the intent to present a purchase agreement to Council for approval within 60 days.

Financial Considerations: Proceeds from the sale of the Hyatt Regency Hotel will be directed to the City's general fund.

Legal Considerations: Purchase Agreement will be negotiated and reviewed with the Law Department.

Recommendations/Actions: It is recommended that the City Council direct staff to negotiate a purchase agreement with Philip G. Ruffin.

Attachments: Preliminary Analysis of Bidders Letter

AGH
CPAs & ADVISORS

June 28, 2016

Mr. Michael D. Herd
Hinkle Law Firm LLC
301 N. Main, Suite 2000
Wichita, KS 67202-4820

Dear Mr. Herd:

In connection with our engagement to assist the City of Wichita (City) with its efforts to possibly sell the Hyatt Regency Wichita Hotel (Property), we have completed our preliminary analysis of the bidders as it relates to their financial strength to own and maintain the Property.

Financial information was submitted directly to the City, as required by the RFP, and was sent directly to us in unopened envelopes marked "confidential". We have analyzed the data and provide the following preliminary summary.

Information provided by Phillip G. Ruffin indicates he has the financial ability to acquire and maintain the property. Information provided included:

- A personal financial statement dated April 1, 2016
- A mortgage schedule of Ruffin Companies dated April 1, 2016
- A summary of earnings before interest, taxes, depreciation and amortization (EBITDA) by significant investment for the year ended December 31, 2014
- A summary of EBITDA by significant investment for the year ended December 31, 2015

Information provided on behalf of Riverfront Partners, L.L.C. (Riverfront Partners) included:

- A personal balance sheet of George E. Laham, II dated December 31, 2015 and 2014 and a balance sheet of Laham Holding Company, L.L.C. dated December 31, 2015 and 2014
- An operating budget for the year ending December 31, 2016 for Laham Holding Company, L.L.C.
- A personal balance sheet of Jack P. DeBoer dated December 31, 2105 and 2014
- A personal balance sheet of Bruce L. Christenson dated October 31, 2015 and March 31, 2015

Riverfront Partners is owned by George E. Laham, II, Jack DeBoer, B. Anthony "Tony" Isaac and Bruce Christenson. No financial information was provided on Riverfront Partners. However, financial information was provided on three individuals listed as owners and no financial information was included for one owner. Based on the information provided by Laham, DeBoer and Christenson, they indicate they have the financial ability to acquire and maintain the Property.

Our preliminary analysis is based on the following disclosures and limitations:

- None of the information provided to us was audited, reviewed or compiled by a third party and Allen, Gibbs & Houlik, L.C. did not audit, review, compile or otherwise verify or confirm the information.
- For each of the personal financial statements provided, generally, values are based on estimates provided by the individuals themselves or, in some cases, based on appraisals.
- Personal financial statements ordinarily include an estimate for incomes taxes that would be assessed upon a sale of an asset and such tax would be based on the difference between fair values and the cost basis of the asset. None of the personal financial statements provided to us contained an estimate for income taxes as discussed.
- While the personal financial statements of the individuals indicate they are financially capable, the individuals would not have a personal financial obligation to maintain the Property unless there are specific contractual obligations requiring such (for example, to maintain a certain caliber of facility).

Preliminary Conclusion

Based on the financial information provided, in our professional judgment, there is a reasonable basis to conclude that Phillip G. Ruffin and Riverfront Partners have the financial strength to acquire and maintain the Property.

This report is intended solely for the information and use by you and the City of Wichita and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C
Certified Public Accountants

Sean P. Weaver
Executive Vice President

SPW:llm

Agenda Item No. IV-2

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Business Services Agreement to Facilitate Foreign Direct Investment and Export Relations with Mexico

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the 2016-2017 Mexico Foreign Direct Investment and Export Business Services Agreement with Molera and Alvarez (MA).

Background: For several years, the City of Wichita has been searching for methods to foster or support Wichita businesses in developing export and foreign direct investment opportunities. Businesses face language, regulatory and logistical obstacles in trying to navigate the global market. Many of these companies have great products and/or services but lack the knowledge, skills, and connections to effectively achieve positive results. With the initiation of the Blueprint for Regional Economic Growth (BREG) and the goal of the City to become more proactive in supporting the business community, the City has been researching methods to assist these companies, particularly with one of our biggest import and export trade partners, Mexico.

Analysis: The Blueprint for Regional Economic Growth identifies the value of improving export opportunities and exploring efforts to improve foreign direct investment opportunities. In years past, the City has participated in trade trips to China and recently was encouraged by past Mexican President Fox to focus more on trade and investment opportunities with Mexico. Mexico fluctuates between being Kansas's second and third largest trading partner with just over $2.7B in trade occurring in 2015. Exports and imports comprising agricultural products, aircraft, machinery and other types of manufacturing comprise a majority of the trade occurring.

City staff has been researching means to open better communication, relations and trade activity between Mexico and Wichita. Earlier this year, in discussions with the City of Phoenix leadership, it was recommended that we contact the Molera & Alvarez consulting firm. The City of Phoenix, as well as numerous local governments, corporations, businesses, universities and State of Arizona have utilized the firm to assist in improving political and trade relations with Mexico. Molera & Alvarez have extensive experience in assisting companies, local, state and federal bodies, in both countries, establish strong trade relationships. Wichita could benefits from a similar relationship with Molera & Alvarez. MA would coordinate with Kansas Global to utilize Kansas Global's local contacts, information and export progress to develop Mexico relations. Staff has been working with MA to develop a scope of work and timetable

for its services. A scope of work is listed below. It is anticipated that if the contract is approved, MA will be in Wichita in early August for meetings and in person introductions.

Scope of Work:
A phased approach would be employed to identify, establish, and foster the connections necessary to facilitate increased trade with Mexico. MA proposes to implement this approach through the following initiatives:

1) Engage Greater Wichita Region economic development stakeholders to:
   a) Identify the economic clusters that present trade development opportunities with Mexico, based on alignment with demand of T1/T2 companies in Mexican clusters and subclusters;

   b) Establish partnerships with local stakeholders – including Kansas Global and other public, private, and public-private entities – to facilitate engagement with target companies and dissemination of market intelligence; and

   c) Coordinate with Wichita cluster organizations in establishing linkages with Mexican cluster organizations that can enhance trade opportunities.

2) Conduct market analysis and outreach in Northern and Central Mexico to:
   a) Identify trade opportunities in priority BREG sectors, including prospects for co-production and opportunities to take advantage of Wichita's logistics infrastructure and strategic location as a shipping hub;

   b) Bridge coordinated initiatives between Wichita research institutes and Mexican research institutes, specifically in advanced manufacturing activities related to aerospace, automotive, and information technology;

   c) Rate prospects for short, medium and long-term economic development opportunities, including prospective foreign direct investment in Wichita, particularly investment related to production facilities, warehouses and distribution centers; and

   d) Develop agenda(s) for trade mission(s) from Wichita to selected Mexico markets.

3) Plan and execute an initial Wichita trade mission to selected Mexico markets to:
   a) Connect Wichita economic development officials with key Mexican public and private sector leaders to elevate the City's profile as a prospective trade and investment partner;

   b) Visit T1/T2 suppliers in the priority sectors identified as high-value prospects in the short or medium term; and

   c) Enhance the global fluency of the Wichita region business and economic development community with respect to Mexico, in coordination with Kansas Global.

4) Facilitate continuous relationship building with key Mexican officials and markets to:
   a) Solidify relationships established during initial market outreach and trade mission by executing follow-up trade missions and B2B/B2G matchmaking, among other strategies;

   b) Present attractions and advantages of the Wichita region directly to prospective trade partners and investors, through road shows in Mexico and FDI visits to Wichita; and

c) Engage the broader Wichita region business community in the effort to develop growth opportunities with Mexico, in coordination with Kansas Global.

MA will provide informal monthly progress reports (e.g., email summaries of current activities) and formal quarterly reports, as well as participate in quarterly coordination calls with the City and Kansas Global.

Financial Considerations: The one year agreement will not exceed $72,000. Funding for this agreement is available within the 2016 and 2017 budgets, Economic Development Fund.

Legal Consideration: The business services agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the 2016-17 Business Service Agreement with Molera and Alvarez and authorize the necessary signatures.

Attachments: Exhibit A: Business Services Agreement
Exhibit B: Molera & Alvarez Business Proposal

BUSINESS SERVICES AGREEMENT

THIS CONTRACT entered into this 18th day of July, 2016, by and between the City of Wichita, Kansas, a municipal corporation ("CITY"), and Molera Alvarez, L.L.C. ("MOLERA ALVAREZ"), an Arizona limited liability company, collectively, the "Parties."

WITNESSETH THAT:

WHEREAS, CITY is committed to increasing economic development through increased global trade; and

WHEREAS, MOLERA ALVAREZ has presented its qualifications to CITY for this purpose; and

WHEREAS, CITY desires to enter into a contract with MOLERA ALVAREZ for the provision of trade services with Mexico.

NOW, THEREFORE, the contracting Parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. MOLERA ALVAREZ shall perform services in a satisfactory and proper manner as determined by the CITY and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by MOLERA ALVAREZ, commencing July 18, 2016 and ending June 16, 2017. The services of MOLERA ALVAREZ are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract. The Parties' continued performance of the contract after the contractual end date shall be deemed an agreement to extend the contract on a month-to-month basis, on the same terms.

SECTION 3. CONTRACT COMPLIANCE. MOLERA ALVAREZ agrees to perform contract services in accordance with the provisions of this contract.

SECTION 4. ESTABLISHMENT AND MAINTENANCE OF RECORDS. MOLERA ALVAREZ shall establish and maintain records as prescribed by the CITY, with respect to all matters covered by this contract. At a minimum, MOLERA ALVAREZ shall comply with the record retention and custodial requirements set forth in this Section.

A. Record Retention Policy.

MOLERA ALVAREZ shall retain all records pertinent to this contract, including but not limited to: financial, statistical, property, and participant records and supporting documents, for a period of three (3) years, subject to the qualifications set forth in Paragraph B.

B. Retention Periods.

1. The retention period will begin on the date of submission by MOLERA ALVAREZ of the final expenditure report, except that MOLERA ALVAREZ shall retain records for nonexpendable property for a period of three (3) years after final disposition of the property.

2. MOLERA ALVAREZ must request in writing prior approval from the CITY for the destruction of any records relating to this contract.

3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until 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.

SECTION 5. ALLOWABLE COSTS. Funds generated under this contract may only be expended for purposes in furtherance of the economic development program specified herein. Adjustments in the authorized expenditure budget included in Exhibit B may be requested by MOLERA ALVAREZ and will be considered and, if approved by the CITY, transacted in accordance with this contract's SECTION 17. Modification of Contract procedures herein provided. Approval for all such requests should be in writing, with appropriate signatures obtained prior to MOLERA ALVAREZ incurring any unbudgeted expenditures or obligating unbudgeted funds for such expenditures. The CITY reserves the right to deny reimbursement for unbudgeted expenditures or obligations for which prior written approval has not been obtained.

SECTION 6. DOCUMENTATION OF COSTS. All contract costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges.

SECTION 7. REPORTS AND INFORMATION. MOLERA ALVAREZ, at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this contract. All reports, information, data, and other related materials, prepared or assembled by MOLERA ALVAREZ under this contract, are subject to the requirements applicable to public records as set forth in K.S.A. 45-201 et seq.

SECTION 8. AUDITS AND INSPECTIONS. MOLERA ALVAREZ shall, as required by the CITY, make available for examination all its records and data pertaining to the performance of this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 9. PROCUREMENT STANDARDS. The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are to be in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements," as provided in Exhibit A attached hereto. Further, the MOLERA ALVAREZ shall avoid conflicts of interest, real or apparent, by observing the following requirements.

A. Code of Conduct.

MOLERA ALVAREZ shall maintain a written code or written standards of conduct that will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with funds provided pursuant to this contract. These standards shall provide that no officer, employee, or agent shall:

1. Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors; or

2. Participate in the selection, award, or administration of a procurement supported by contract funds subject to this section, where to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:

a) the officer, employee, or agent;

b) any member of his or her immediate family;

c) his or her partner; or

d) a person or organization that employs, or is about to employ, any of the above.

SECTION 10. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age.

B. MOLERA ALVAREZ further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

SECTION 11. COMPLIANCE WITH LOCAL LAWS. All Parties shall comply with all applicable laws, ordinances, codes, and regulations of the State of Kansas and local governments.

SECTION 12. ASSIGNABILITY. MOLERA ALVAREZ shall not assign any interest in this contract without prior written consent of the CITY.

SECTION 13. COPYRIGHTS. If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, but the CITY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

SECTION 14. POLITICAL ACTIVITY PROHIBITED. None of the funds, materials, property or services provided directly under this contract shall be used for partisan political activity.

SECTION 15. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Kansas, or the Wichita City Council.

SECTION 16. PAYMENTS.

A. Compensation and Method of Payment. Compensation to MOLERA ALVAREZ relative to conducting the operations of the project activities and services as herein described will be limited to expenditures in the amounts and for the purposes detailed in the budget set forth in Exhibit B attached hereto, and payments will be administered under the established accounting and fiscal policies of the CITY. MOLERA ALVAREZ shall submit its invoice to CITY for the fee due each month, and CITY shall pay MOLERA ALVAREZ within 30 days of receiving the invoice.

B. Total Payments. Total payments to MOLERA ALVAREZ will not exceed $72,000 as cited in the total of Exhibit B, attached.

Commented [JA1]: I calculate the total as $72,000. Is the $125,000 including potential overage in case additional funds need to be approved? We should clarify.

C. Restriction on Disbursements. No contract funds shall be disbursed to a subcontractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated upon failure or refusal to comply with the terms of this contract, or upon the expiration or other termination of this contract.

SECTION 17. MODIFICATION OF CONTRACT. As a result of additional requirements, or reductions in available funding, the CITY may require modification of this contract. MOLERA ALVAREZ agrees to accept this contract with the understanding that the contract may be modified. In the event MOLERA ALVAREZ is unable to comply with the required contract modification the CITY shall be notified by MOLERA ALVAREZ within 10 days, at which time the CITY may declare this contract canceled and proceed under the contract cancellation provisions herein provided. Further, in the event MOLERA ALVAREZ is unable to meet the contractual performance goals (identified as "Tactics" and "Targets" in Exhibit B) and/or its other obligations as specified herein or in any subsequent contract amendment, MOLERA ALVAREZ may request modification of the contract. Any request for modification of the contract by MOLERA ALVAREZ must be provided to the CITY in writing and must state the reason(s) and provide justification. Any modifications to this contract shall be in accordance with the following provisions:

A. To provide necessary flexibility for the most effective execution of this project, subject to B. and C. below, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any such contract modification must be approved in writing by both the CITY and MOLERA ALVAREZ.

B. Any line item changes to the approved budget per Exhibit B must be requested and justified in writing. Line item changes exceeding $25,000 must be presented to and approved by the City Council.

C. Any financial or programmatic change that would substantially alter the original intent of the contract, shall be subject to prior approval of a written amendment by the City Council and execution of such amendment on the part of all signatories to the original contract.

SECTION 18. CONTRACT CANCELLATION. The City shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by MOLERA ALVAREZ or its subcontractor. In the event of any failure of MOLERA ALVAREZ to achieve 85% of the scheduled program goals as set forth in Exhibit B, the CITY reserves the right to require replanning or other appropriate action, which may involve reduction or deobligation of funds or cancellation of this contract. Subject to the terms of SECTION 17. MODIFICATION OF CONTRACT, replanning actions shall not relieve MOLERA ALVAREZ of the requirement to achieve 100% of the performance goals by the termination date of this agreement.

Commented [JA2]: I changed this slightly to make clear the City couldn't unilaterally reduce the fees or cancel and still require 100% performance. It was unclear to me as worded.

Cancellation shall be effected by the CITY's written notice of cancellation to MOLERA ALVAREZ, which shall specify the reasons for cancellation and the date upon which such cancellation becomes effective. Upon receipt of notice of cancellation MOLERA ALVAREZ shall: (1) discontinue further commitments of contract funds; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract; (3) settle with the approval of the CITY all outstanding claims arising from such cancellation; and (4) submit, within a period of time to be specified by the CITY, a cancellation settlement proposal which shall include a final statement of the contract. The CITY shall be obligated to pay MOLERA ALVAREZ for work completed through the effective date of cancellation, on a daily prorated basis, plus pre-approved expenses incurred on or before the date on which MOLERA ALVAREZ received the written notice of cancellation.

SECTION 19. TERMINATION CLAUSE. Upon material breach of the contract by either Party, the non-breaching Party may terminate this contract by notifying the other Party in writing of the alleged breach and allowing a 10-day response and cure period. After the 10-day period, and subject to the provisions in SECTION 22: DISPUTE RESOLUTION, the non-breaching Party may terminate the Agreement without further notice to the other Party. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 18 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This contract may also be terminated by mutual agreement of the parties. If contract termination occurs, as a result of factors other than a material breach, the contract cancellation procedure set forth in Sections 18 and 19 of this contract shall take effect.

SECTION 20. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, MOLERA ALVAREZ, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular product, products, or services purchased or acquired by MOLERA ALVAREZ pursuant to this contract.

SECTION 21. RENEGOTIATION. This contract may be renegotiated in the event additional or alternate sources of funding become available during the term of the contract.

SECTION 22. DISPUTE RESOLUTION. If a dispute arises under this contract, the Parties shall make reasonable, good faith efforts to resolve the dispute informally, or by means of non-binding commercial mediation. The cost of mediation shall be borne equally by the parties. Any legal fees incurred in conducting such dispute resolution shall be borne by the party who incurred said fee.

SECTION 23. APPENDICES. All documents or exhibits referenced herein, all amendments or mutually agreed upon modification(s) made and signed by all parties to this contract, and all exhibits referenced below and attached hereto are hereby incorporated in this contract and made a part thereof as though fully set forth herein.

Exhibit A	Revised Non-Discrimination & Equal Employment Opportunity/Affirmative Action Requirements
Exhibit B	Performance Criteria, Contract Objectives

Exhibit A

REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated hereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of

Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

PERFORMANCE CRITERIA
CONTRACT OBJECTIVES

MOLERA ALVAREZ

A GOVERNMENT & PUBLIC AFFAIRS FIRM

PROPOSAL

TO: Robert Layton, City Manager, and Scot Rigby, Assistant City Manager Development Services, City of Wichita

FROM: Ruben Alvarez, Managing Partner, and James Ahlers, VP of Global Initiatives & General Counsel, Molera Alvarez, LLC

DATE: May 5, 2016

RE: Mexico Trade Services Proposal

On behalf of Molera Alvarez, LLC ("MA"), we thank you for the opportunity to submit a consulting proposal to facilitate economic development for the City of Wichita in Mexico.

Based on our discussions with you and our analysis of the Blueprint for Regional Economic Growth ("BREG") materials you provided, we recommend focusing Wichita's initial Mexico business development efforts on supply chain opportunities in advanced materials and advanced manufacturing, particularly in automotive and aerospace. We will also seek to identify opportunities in information technology, and to attract foreign direct investment ("FDI") prospects. To maximize the efficient use of resources, we will coordinate these efforts with Kansas Global Trade Services ("Kansas Global"), building on their initial outreach to Mexico and leveraging their relationships with key stakeholders in the Wichita regional business community.

With these considerations in mind, we propose the following Scope of Work aimed at promoting economic development and job creation in Wichita through increased trade with Mexico.

Scope of Work:

We recommend a phased approach to identify, establish, and foster the connections necessary to facilitate increased trade with Mexico. MA proposes to implement this approach through the following initiatives:

1) **Engage Greater Wichita Region economic development stakeholders to:**
   a) Identify the economic clusters that present trade development opportunities with Mexico, based on alignment with demand of T1/T2 companies in Mexican clusters and subclusters;

   b) Establish partnerships with local stakeholders – including Kansas Global and other public, private, and public-private entities – to facilitate engagement with target companies and dissemination of market intelligence; and

   c) Coordinate with Wichita cluster organizations in establishing linkages with Mexican cluster organizations that can enhance trade opportunities.

2) **Conduct market analysis and outreach in Northern and Central Mexico to:**
   a) Identify trade opportunities in priority BREG sectors, including prospects for co-production and opportunities to take advantage of Wichita's logistics infrastructure and strategic location as a shipping hub;

Phone: (602) 279-9925 300 W. Clarendon Ave., Suite 220 Phoenix, AZ 85013 Fax: (602) 279-9935

b) Bridge coordinated initiatives between Wichita research institutes and Mexican research institutes, specifically in advanced manufacturing activities related to aerospace, automotive, and information technology;

c) Rate prospects for short, medium and long-term economic development opportunities, including prospective foreign direct investment in Wichita, particularly investment related to production facilities, warehouses and distribution centers; and

d) Develop agenda(s) for trade mission(s) from Wichita to selected Mexico markets.

3) **Plan and execute an initial Wichita trade mission to selected Mexico markets to:**
   a) Connect Wichita economic development officials with key Mexican public and private sector leaders to elevate the City's profile as a prospective trade and investment partner;

   b) Visit T1/T2 suppliers in the priority sectors identified as high-value prospects in the short or medium term; and

   c) Enhance the global fluency of the Wichita region business and economic development community with respect to Mexico, in coordination with Kansas Global.

4) **Facilitate continuous relationship building with key Mexican officials and markets to:**
   a) Solidify relationships established during initial market outreach and trade mission by executing follow-up trade missions and B2B/B2G matchmaking, among other strategies;

   b) Present attractions and advantages of the Wichita region directly to prospective trade partners and investors, through road shows in Mexico and FDI visits to Wichita; and

   c) Engage the broader Wichita region business community in the effort to develop growth opportunities with Mexico, in coordination with Kansas Global.

Implementation Plan:
MA proposes to implement the Scope of Work initiatives listed above as summarized below. The timeline may vary based on the schedules of third parties, including the City of Wichita, Kansas Global, and the relevant Mexican officials. In addition to the deliverables that follow, MA will provide informal monthly progress reports (e.g., email summaries of current activities) and formal quarterly reports, as well as participate in quarterly coordination calls with the City and Kansas Global.

Initiative	Implementation Plan	
	Deliverable	Deadline
1a: Cluster analysis	Written, preliminary analysis identifying Wichita's opportunities in compatible Mexican clusters	Within 30 days of contract initiation
1b-c: Stakeholder engagement	Live briefings with City, Kansas Global and other Wichita stakeholders re: Mexico market overview & initial cluster analysis, and discussion of respective responsibilities and next steps	Within 30 days of contract initiation
2a-c: Mexico market analysis & outreach	Informal report on outreach to Mexican officials to analyze market and facilitate trade missions	Within 60 days of contract initiation
	Formal written market analysis matching priority sectors and research initiatives, and rating initial trade & FDI prospects	Within 90 days of contract initiation

2d: Trade mission agendas	Draft agenda(s) for initial trade mission(s) to select Mexico markets	Within 120 days of contract initiation
	Final agenda(s) for trade mission(s) to select Mexico markets	4-6 weeks prior to Mexico mission
3a-b: Initial trade mission to select Mexico markets	Advance trade mission briefing for City, Kansas Global, and private sector participants	2-4 weeks prior to Mexico mission
	Trade mission connecting City, Kansas Global, and private sector participants with key Mexican public and private sector leaders, and priority sectors	Within 180 days of contract initiation
	Trip report detailing connections made, prospects identified, media coverage generated, and next steps	Within 30 days of completion of Mexico mission
3c: Enhanced global fluency of greater Wichita region	After-action review with mission participants to gain feedback and plan outreach to broader Wichita business community re: Mexico opportunities	Within 30-60 days of completion of Mexico mission
4a: Ongoing relationship building & follow-up missions	Follow-up with connections and prospects identified through initial trade mission to plan next steps	Within 30-60 days following Mexico mission (ongoing)
	Briefing with City & Kansas Global re: priority Mexico prospects, follow-up trade missions, and respective responsibilities and next steps	Within 90 days following Mexico mission
	Updated agenda for follow-up trade missions and/or visits	Within 120 days following Mexico mission
	Follow-up mission deepening connections to key Mexican public and private sector leaders, and conducting B2B/B2G matchmaking	Within 180 days following Mexico mission
4b: Road show	Conduct 3 presentations on Wichita advantages and attractions to business groups in Mexico	Within 360 days of contract initiation
	Coordinate, with Kansas Global, 1-2 FDI visits to Wichita with investors from Mexico (possibly in conjunction with a reciprocal trade mission to Wichita)	Within 360 days of contract initiation
4c: Engage Wichita business community	Support outreach to broader Wichita business community re: Mexico opportunities, through Kansas Global	Within 180 days following Mexico mission (ongoing)
	Enlist participation of broader Wichita business community in trade missions and FDI visits, through Kansas Global	Within 180 days following Mexico mission (ongoing)

The Team:

The primary MA team members who will be serving the City of Wichita are:

- Ruben Alvarez, Managing Partner
- Margie Emmermann, VP of Strategic Initiatives
- James Ahlers, VP of Global Initiatives & General Counsel
- José Andrés García, CEO of Estrategia Global, MA's Mexico City-based strategic partner

For more information about our firm's team, services and clients, please visit www.ma-firm.com.

Proposed Fee:
The City of Wichita will pay MA a monthly fee of $6,000 for a period of 12 months, from June 2016 through May 2017, to perform the outlined Scope of Work. In addition, the City of Wichita shall reimburse MA for pre-approved expenses incurred in the performance of contractual duties, including travel expenses.

Acceptance:
Upon acceptance of this proposal, a formal contract will be drafted and executed by the parties.

We welcome the opportunity to discuss this proposal in detail and answer any questions you might have. Please call me at (602) 795-9233 (office), or (602) 300-5779 (mobile), at your convenience. We look forward to working with you to facilitate opportunities for Wichita in Mexico.

Sincerely,

James A. Ahlers

James Ahlers
VP of Global Initiatives & General Counsel

BY ACTION OF THE CITY COUNCIL

_____
Jeff Longwell, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer L Magaña, Director of Law and City Attorney

MOLERA ALVAREZ

_____
James Ahlers
V.P. of Global Initiatives & General Counsel

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Day Reporting Center Contract

INITIATED BY: Municipal Court

AGENDA: New Business

Recommendation: Approve the contract and authorize necessary signatures.

Background: In 2006, Sedgwick County contracted with BI Incorporated to establish a day reporting center. BI Incorporated later merged with Geo Reentry Services (Geo). Day reporting centers provide a non-residential alternative to incarceration by way of intensive treatment and supervision for offenders with misdemeanors and low-level felonies. Since 2006, the Sedgwick County Day Reporting Center (DRC) has served more than 1,300 Sedgwick County residents. In addition to the intensive supervision the day reporting center provides offenders, Municipal Court utilizes DRC to provide substance abuse treatment and batterer's intervention programming for indigent defendants, urinalysis testing, and electronic monitoring. In 2015, 70 percent of DRC referrals originated from Municipal Court.

On April 28, 2016, Sedgwick County notified Geo Reentry Services that it would not to renew its contract upon expiration on June 30, 2016. In light of Sedgwick County's decision to discontinue funding DRC, Municipal Court staff worked with representatives of Geo to develop a cost effective day reporting model that would meet the needs of the court.

Analysis: Geo Reentry Services will operate a day reporting center that provides a continuum of intense supervision, monitoring, treatment, and education services for Municipal Court referrals with the objective of reducing recidivism and increasing public safety. Services will be provided to up to 50 high risk Municipal Court offenders each month. Clients will be held accountable to a case management plan that requires frequent check-ins, individual cognitive therapy, completion of court ordered classes, and regular drug/alcohol testing. Geo staff and City of Wichita probation officers will partner in assisting the client with completing the terms of their probation, and gaining life skills that impact recidivism. All Municipal Court offenders ordered to the DRC will receive substance abuse treatment, other services will be provided based on an evidence based assessment process.

Financial Considerations: Geo Reentry Services will provide day reporting services for up to 50 clients at a fixed monthly rate, with an annual cost of $399,999. Based on past usage, Municipal Court does not anticipate exceeding the 50 client limit. Staff proposes funding this contract from the Special Alcohol Programs Fund. The Proposed Budget includes $200,000 to fund day reporting services for the remainder of 2016, and $400,000 is included in 2017.

Legal Considerations: The contract has been approved as to form by the Law Department. Use of the Special Alcohol Programs Fund for drug treatment programs is appropriate pursuant to KSA 79-41a04.

Recommendations/Actions: It is recommended that the City Council approve the contract with Geo Reentry Services and authorize the necessary signatures.

Attachment: Day Reporting Center Contract

DAY REPORTING CENTER AND SERVICES AGREEMENT
BY AND BETWEEN
CITY OF WICHITA, KANSAS
AND
B.I. INCORPORATED

THIS AGREEMENT made and entered into this 12th day of July, 2016, by and between the City of Wichita, Kansas, a municipal corporation ("**City**"), and B.I. Incorporated, a Colorado corporation registered and authorized to conduct business in the State of Kansas ("**Contractor**").

WHEREAS, **City** desires **Contractor** to provide a Day Reporting Center ("DRC") and Day Reporting services to City of Wichita Municipal Court defendants that will provide highly structured non-residential programs of monitoring, intervention, supervision and programming to clients in need of structure and case management and for rehabilitation.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Purpose. Contractor** will provide those DRC Services as detailed in **Appendix B** – Statement of Work.

   The Parties agree that **Contractor** will perform said Services as an independent contractor.

2. **Term.** The term of this Agreement shall be from July 1, 2016 through June 30, 2017 with option to renew under the same terms and conditions for four (4) successive one (1) year terms as mutually agreed in writing at least sixty (60) days prior to expiration of the Agreement.

3. **Compensation.** The amount to be paid to **Contractor** by **City** and which **Contractor** agrees to accept as compensation from **City** for performance of DRC Services as set forth in **Appendix B** are outlined in **Appendix C**.

4. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the following addresses. Such notification shall be deemed complete upon mailing.

   To City: City of Wichita, Attn: Purchasing Office
   City Hall, 12th Floor, 455 North Main
   Wichita, KS 67202-1679
   Phone: 316-268-4636, Fax: 316-268-4656

   To Contractor: B.I. Incorporated – Attn: Contract Administration
   6265 Gunbarrel Avenue, Suite B
   Boulder, CO 80301
   Phone: 303-218-1000, Fax: 303-218-1250

5. **Termination of Contract.**

a. **Termination for Breach or Default.** Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

i. A Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days (or such other time period, as may be reasonably agreed by the Parties under the circumstances) after the non-breaching Party provides written notice of the breach.

ii. A Party dissolves, liquidates or otherwise discontinues substantially all of its business operations, ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

iii. **City** fails to pay to **Contractor**, within forty-five (45) calendar days after **Contractor** makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.

iv. **Contractor** engages in fraud, criminal conduct, or willful misconduct, or breaches the confidentiality obligations under this Agreement.

v. In the event of termination, such information prepared by **Contractor** to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of **City**, become the property of the **City** and be immediately turned over to the **City**. **Contractor** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

vi. Notwithstanding the above, **Contractor** shall not be relieved of liability to **City** by virtue of any breach of this contract by **Contractor** and **City** may withhold any payments to **Contractor** for the purpose of set off until such time as the exact amount of damages due **City** from **Contractor** are determined.

b. **Termination for Convenience.** Notwithstanding any other provision of this agreement, **City** may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, **City** shall provide written notice to **Contractor** and termination shall be effective no earlier than thirty (30) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, **Contractor** shall be paid for all Services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.

c. **Payment Calculation upon Termination.** In the event either Party announces an intention to terminate this Agreement, the other Party shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. In the event of termination under this agreement by either Party, any amount owed to **Contractor** will be calculated based upon the prorated value of Services provided by **Contractor** to the point of termination. In the event of Termination, **City** will only pay Contractor the value of such Contractor's work to the point of termination.

d. Payment Refunded Upon Termination. In the event of termination under this agreement by **City**, **City** shall be entitled to refund of a prorated amount of any fees prepaid to **Contractor** under this Agreement, calculated upon the date the termination is effective.

6. Incorporation of Appendices. The Parties agree the following are attached to the Agreement and made part hereof as if fully set out herein:

a. Appendix A (General Contractual Provisions)
b. Appendix B (Statement of Work)
c. Appendix C (Compensation)

7. Indemnification. City shall hold harmless, indemnify, and defend **Contractor**, its affiliated entities and subsidiaries, and each of their respective directors, officers, employees, agents, other contractors, successors, and assigns (collectively, "**Contractor Parties**") from and against any and all losses, damages, penalties, expenses (including reasonable attorney's fees), suits, actions, or claims of any character whatsoever which may be asserted against or incurred by **Contractor Parties** and which are based upon, arise out of, or relate to the negligent or willful acts or omissions of City or its employees or agents. Such indemnification obligations include any and all damages, costs, or expenses (including reasonable attorney's fees, court costs and expenses of attorneys) incurred by **Contractor Parties** in defending against any such indemnified matter or in seeking to enforce this indemnity against **City**. The foregoing indemnifications will be provided only if **City** promptly provides **Contractor** with written notice of any covered claim and **City** allows **Contractor** the opportunity to control the defense and any related settlement negotiations, with full cooperation of **City**.

8. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this contract will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

9. Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this agreement:

Worker's Compensation: Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	$500,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury:	
Each Occurrence:	$500,000.00
Aggregate:	$500,000.00
Property Damage:	
Each Occurrence:	$500,000.00
Aggregate:	$500,000.00
Personal Injury:	
Each Person Aggregate:	$500,000.00

General Aggregate:	$500,000.00
Automobile Liability: Owned, Non-owned, and Hired	
Bodily Injury Each Person:	$500,000.00
Bodily Injury Each Occurrence:	$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with City listed as an additional insured, except for professional liability, employer's liability and workers compensation, which shall be delivered to the City prior to the start of work in order to review compliance with this Section. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after City receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

10. **Entire Agreement.** This agreement and the Appendices attached hereto, contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

11. **Authority.** Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

City of Wichita, Kansas ("City")	**B.I. Incorporated ("Contractor")**
By: _____	**By:** _____
Jeff Longwell, Mayor	Ann M. Schlarb, Ph.D. Senior Vice President The GEO Group

APPROVED AS TO FORM:	**ATTEST:**
By: _____	**By:** _____
Jennifer Magana, City Attorney	Karen Sublett, City Clerk

APPENDIX A
GENERAL CONTRACT PROVISIONS

1. AUTHORITY TO CONTRACT.

a. Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

b. Required Documentation. Domestic (Kansas) corporations shall furnish:

i. Evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and

ii. A copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by City hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of City.

As an independent contractor, Contractor and employees of Contractor, will not be within the protection or coverage of City's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of City. Further, City shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by City to Contractor.

3. PERSONNEL.

a. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

b. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

c. **Employee Conflict of Interest**. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

d. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth herein. Such compliance require the use of criminal or other legal background checks upon personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

4. PROHIBITION OF CONFLICTS OF INTEREST.

a. **Interest of Public Officials and Others**. No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of City or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

b. **Interest of Contractor**. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

c. **Employee Conflicts.** Situations in which:

i. An employee of the City shall also be an employee of Contractor at time of agreement;
ii. An employee of Contractor seeks additional/alternate employment with the City during pendency of agreement; or
iii. An employee of the City seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the City at the addresses listed in the Agreement.

d. The City shall make every effort to assure that such employees do not have any authority to approve i) grant funds, ii) agreements, or iii) affiliate status to the Contractor or Contractor's competitors.

e. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that City's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be

excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. **FUNDING.**

a. **Reprogramming of Funds**. It is understood and agreed that in the event the amount of funds City actually receives from the City mill levy is less than anticipated, City may decrease the total compensation and reimbursement to be paid hereunder.

b. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, City may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

c. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

6. **RECORDS, REPORTS AND INSPECTION.**

a. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

b. **Maintenance of Records.** Except as otherwise authorized by City, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

c. **Reports.** During the term of this contract, Contractor shall furnish to City, in such form, as City may require, such statements, records, reports, data and information as City requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by City if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to City. Incomplete reports may be considered a breach of this contract.

d. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its

purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by City.

e. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. METHOD OF BILLING AND PAYMENT.

a. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

b. **Support Documentation.** Billing shall be supported with documentation required by City including, but not necessarily limited to, that documentation described in this Appendix.

c. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. City reserves the right to disallow reimbursement for any item or service billed by Contractor if City believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

d. **Pre-disbursement Requirements.** Contractor must provide to City the documentation required pursuant to this contract prior to any disbursements being made by City to Contractor.

e. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

8. LICENSES AND PERMITS.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify City immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by City, in its discretion.

9. EPA APPROVED BUILDING.

Contractor will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

10. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

12. MODIFICATION.

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both City and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

13. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of City. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

14. COMPLIANCE WITH APPLICABLE LAWS.

i. **Service Standards and Procedures**. Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.

ii. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.

iii. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

15. FEDERAL DEBARMENT OR SUSPENSION.

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F .R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal

programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by City in relation to this Agreement prohibits City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify City in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice.

Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify City within the same five (5) business days, and with the City reserving the same right to terminate for breach as set forth herein.

16. DISCRIMINATION PROHIBITED

a. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of City or any agency of or authority created by City, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain such provisions, Contractor agrees to the following:

i. Contractor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.

ii. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

iii. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by City.

iv. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by City.

v. Contractor shall include the provisions of paragraphs (i) through (iv) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor.

vi. The provisions of this section shall not apply to a contract entered into by a contractor who (1) employs fewer than four employees during the term of this contract, or (2) whose contracts with the City cumulatively total $5,000.00 or less during the fiscal year of the City pursuant to K.S.A. 44-1031(c).

b. Contractor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

- **i.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., and 45 C.F.R. Part 80);
- **ii.** Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq., and 29 C.F.R. Parts 1602, 1604, 1605, &1606);
- **iii.** The Age Discrimination in Employment Act (29 U.S.C. 621 et seq., and 29 C.F.R. Part 1625);
- **iv.** The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq., and 45 C.F.R. Parts 90 & 91);
- **v.** The Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq., 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
- **vi.** The Rehabilitation Act of 1973 (29 U.S.C. 794 et seq., and 45 C.F.R. Parts 84 & 85);
- **vii.** The Kansas Act Against Discrimination (K.S.A. 44-1001 et seq., and K.A.R. Articles 21-30 through 21-34,21-50, & 21-70); and
- **viii.** The Kansas Discrimination in Employment Act (K.S.A. 44-1110 et seq.), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq., and K.A.R. Article 21-80).

c. Contractor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by City if Contractor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section.

17. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any negligent or willful act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

18. CONFIDENTIAL INFORMATION.

The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to, the financial, marketing, and other proprietary business information. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party, subject to City's obligations under the Kansas Open Records Act (K.S.A. 45-215 et seq.).

19. WARRANTIES AND REPRESENTATIONS.

Contractor warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner in accordance with recognized industry standards.

20. NO INFERENCES REGARDING DRAFTER.

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual Agreement regarding the same. Because of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. SAVINGS CLAUSE.

If any particular provision of the Agreement to which this Appendix is attached, or of this Appendix or of any other Appendix that is also attached to said Agreement, or a provision of any document that is referenced by said Agreement, shall be determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

APPENDIX B
STATEMENT OF WORK

Contractor shall provide the following service/coverage pursuant to this agreement:

Contractor shall establish a Day Reporting Center ("DRC") to provide a continuum of intense supervision, monitoring, treatment, and educational services for program participants with the objectives of reducing recidivism and increasing public safety. The DRC must meet local, state, and federal guidelines and laws, as applicable. The following are the minimum requirements for the Day Reporting Center:

1. **Day Reporting Center.** The DRC is intended to provide alternative options for the municipal courts, which are designed to divert individuals from incarceration in the detention facility. The goals of the DRC are to reduce recidivism of offenders, reduce the population of the Adult Detention Facility and maintain public safety. Individuals will be court-ordered into appropriate treatment and supervision programs, and the DRC is a viable option for the Municipal Courts for the following participants:

    a. Individuals currently sentenced on misdemeanor charges whose sentence can be modified to offer release from the Adult Detention Facility.

    b. Individuals who commit probation violations, as an alternative to serving the maximum jail time in the Adult Detention Facility.

    c. Individuals who have committed misdemeanor probation violations.

    d. Individuals who have failed to appear for a probation violation hearing.

    e. Individuals sentenced for either misdemeanor charges.

    f. Individuals sentenced for traffic violations.

    g. Individuals sentenced by drug court.

    h. Individuals referred by the Municipal Court as a condition of bond.

2. **Facility Location.**

    a. The DRC facility (the "Facility") shall be located and operated in Wichita, Kansas. Contractor is responsible for locating the site, either by lease or fee ownership.

    b. Facility shall be on a single site selected by Contractor and approved by the City. Facility should not be near or adjacent to day care centers, public parks and recreation areas, taverns or private clubs, adult entertainment facilities, public schools or residences for individuals suffering from developmental physical or

mental disabilities. The facility selected by the contractor is subject to final approval by City.

c. Contractor shall provide City with a copy of an executed lease on an approved facility sufficient to lease the facility through the term of this Agreement.

d. Facility shall be of adequate size to accommodate the participant levels, including necessary support services and utilities. Facility should provide private counseling rooms, group meeting areas, classrooms, rest room facilities, multipurpose space, reception area, office space, conference room, and respite areas where participants can eat and/or relax. Contractor will be required to provide all Furnishings, Fixtures & Equipment to operate the facility.

e. Facility shall conform to all applicable zoning and building codes, including Americans with Disabilities Act (ADA) requirements.

f. Facility shall have a primary and secondary entrance providing all weather ingress/egress from two directions to publicly maintained roads.

g. Facility shall be readily available to public transportation.

h. Facility shall provide participant programming up to 8 hours per day Monday through Friday, exclusive of holidays with a schedule that accommodates the referred population. The facility will be closed on Saturdays, Sundays, and all state holidays as observed by state agencies. The facility will also be staffed at all other hours necessary to maintain monitoring functions.

i. Facility shall provide adequate parking for participants with their own transportation.

j. In the event Contractor is unable to secure an approved location for Facility, it may terminate this Agreement upon written notice to City.

3. Program Placement.

a. The City of Wichita Municipal Court will determine which participants will be selected and referred to programming.

b. Contractor will screen participants referred to the program for substance abuse issues and other acceptability criteria as determined by the Court and DRC. All participants accepted for placement must have substance abuse treatment needs that can be met by DRC Court staff will be informed of the decision for placement within three (3) business days of Contractor's receipt of a referral. Any participant placement rejections shall be reported to the appropriate Court representative for the case and to the City contract administrator.

c. Courts will determine final programming and/or program length on an individual basis.

d. Contractor will report any violations to the Courts, as ordered by the courts at the time of sentencing, or through general instructions by the Courts.

4. Program Components. Contractor must provide a programming curriculum to include the following:

a. Case Management.

i. Evaluation and Assessment of Participant(s)
- **(1)** Level of Service Inventory-Revised (LSI-R) - City administers, provides results to GEO DRC staff
- **(2)** Domestic Violence Screening Instrument (DVSI) - GEO DRC staff administer
- **(3)** Kansas Client Placement Criteria (KCPC) - GEO Substance Abuse Counselor administers

ii. Monitoring of Participant(s)
- **(1)** Employment Verifications (phone calls to employer and pay stub verification)
- **(2)** Office Visits
- **(3)** In Person Check-Ins - GEO DRC staff facilitate (Phase 1: 5 days/week; Phase 2: 3 days/week)
- **(4)** *Drug and Alcohol Testing - GEO DRC staff administer (BA at each check-in, Random UAs)

** GEO DRC staff currently provide the DRC's drug and alcohol testing services under a separate contract.*

b. Treatment Services.

i. Licensed Substance Abuse Treatment - GEO Substance Abuse Counselor facilitates
ii. Certified Batterer Intervention Program - GEO DRC staff facilitate
iii. Individual Cognitive Behavioral Therapy (ICBT) - GEO DRC staff facilitate (Phase 1: Bi-weekly; Phase 2: Monthly)
iv. Financial Planning and Budgeting

c. Reporting.

a. Participant Progress to Courts

5. Medical.

Contractor shall ensure that at least one staff member will be present on each shift at the site who has been trained in emergency first-aid procedures, including but not limited to cardiopulmonary resuscitation, and Contractor shall further insure that the site has first aid equipment approved by a recognized health authority available at all times. Contractor shall not deny participants access to medical services.

6. Program Accountability.

a. Contractor shall provide an orientation to the program and referral to community services as needed to meet the specialized service needs of clients beyond the level provided by this contract, and/or to facilitate transition from the program to the community.

b. Contractor must maintain a daily attendance log that indicates arrival times of all participants.

c. The Courts and City will work directly with Contractor to ensure appropriate referrals to outside resources and monitor clients' progress and level of involvement in the program components.

d. City may provide a contract monitor to ensure compliance with the contract, achievement of program objectives, and may provide an outside agency to review the DRC program.

e. DRC director will provide outcome information as requested by the Courts or City in the formats they may request.

7. Evaluation/Participant Monitoring.

a. The Courts shall designate contact persons to meet regularly (i.e. weekly, bi-weekly) with the DRC program director for evaluation purposes. The purpose of these meetings will be for the staff to discuss the status and progress of the participants referred to the program. Either party may specifically request such meetings at any time.

b. The DRC shall monitor the participants activities while in the center with attendance verification, verification of appointments and counseling, treatment, job search, class attendance, etc.

c. The DRC shall document the participants' behavior, attitude, and adjustment issues and report them during routine meetings.

d. The DRC shall maintain progress records on all participants.

8. Reports.

a. Contractor shall provide a template for the collection of data. The data shall be collected in an electronic fashion by the Contractor and delivered to the City in a manner and frequency prescribed by the City.

b. Contractor shall provide written court reports to City as requested by PO.

APPENDIX C
DRC PROGRAM ONLY - COMPENSATION/COSTS

Pricing: Fixed Monthly Fee of $33,333.33

Pricing includes Staffing as follows for 0-50 Clients:

Program Manager	1 FTE • May maintain a caseload as needed
Case Manager	1 FTE • Maintains a caseload of 30 participants
Substance Abuse Counselor	1 FTE
Client Services Specialist	1 FTE
Total	**4 FTE**

Agenda Item No. IV-4

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Police Department Staffing Study

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Approve the Agreement to Provide Professional Services between the City of Wichita and Matrix Consulting Group.

Background: The City of Wichita Police Department issued a Request for Proposal (RFP) for professional services in February of 2016. As part of the solicitation for services, the proposers were given the following objectives and project scope:

Objectives

- The desired proposal will perform a contemporary staffing needs and allocation study of the organization based on best practices and industry standards
- The desired proposal will interview key staff members on their roles and responsibilities within the organization
- The desired proposal will conduct a workload analysis utilizing all pertinent data
- The desired proposal will determine appropriate levels of staffing in patrol, investigations and administration.

Project Scope

The organization is interested in the following metrics, as well as any other metrics deemed worthy by the proposer:

- Study of staffing based on geography of Wichita
- Study of staffing based on workload analysis in all divisions
- Study of staffing based on response times of Wichita
- Study of staffing based on current organizational chart
- Study of staffing based on eleven Bureau's task-oriented Standard Operating Procedures (SOP)
- Study of staffing based on industry standards and best practices established by credible research and successful implementation
- Study of staffing based on tasks of officers listed by the Officer Daily Activity Report (ODAR) submitted
- Analysis of committed versus uncommitted time in patrol.

As a result of the RFP, three companies produced proposals, included the International Association of Chiefs of Police, The Center for Public Safety and Management and Matrix Consulting Group.

The RFP review committee met, consisting of Law, Finance, Human Resources and the Police Department. The decision was made to short list to The Center for Public Safety and Management and Matrix Consulting Group.

Interviews were done by phone on May 13th, 2016. At that time a decision was made to recommend Matrix Consulting group. Negotiations began and the process was presented to the City Manager by the Chief of Police.

Analysis: The RFP review committee ranked the vendors based on the following criteria:

- Company Performance
- Performance on contracts with similar scope with other city governments
- Project Management Team experience and qualifications
- Customer Support
- References

Each committee member was given the opportunity to evaluate and rank each proposal. After consideration of the five criteria above, the rankings put Matrix Consulting as the top ranked vendor. At this point negotiations were entered into with Matrix and the attached contract was produced.

Financial Considerations: The staffing study will cost $95,000. Funding will be from 2016 Revised Operating Budget in the amount of $75,000 and the remaining $20,000 will be paid out of the Federal Asset Seizure Account (Narcotic Seizure).

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

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

Attachments: Contract between the City of Wichita and Matrix Consulting.

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO THE CITY OF WICHITA, KANSAS

Matrix Consulting Group

THIS AGREEMENT, entered into this Day of June, 2016 and effective immediately by and between Matrix Consulting Group (hereinafter called the "CONSULTANT" and the City of Wichita, Kansas (hereinafter called "CITY"), WITNESSETH THAT,

WHEREAS, CITY desires to engage the CONSULTANT to Conduct a Staffing Level Analysis of the Police Department.

NOW, THEREFORE, the parties hereto mutually agree as follows:

(1) **Employment of Consultant**. CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in CITY'S Request for Proposals dated March 16, 2016 and incorporated into this Agreement as Attachment A **and** CONSULTANT'S proposal dated March 28, 2016 and incorporated into this Agreement as Attachment B.

(2) **Time of Performance**. All services to be performed hereunder by the CONSULTANT shall be completed within 120 days of the project start date, unless this Agreement is terminated earlier as provided for herein.

(3) **Compensation**. Notwithstanding the amount shown in Attachment B to this agreement, the CITY agrees to pay the CONSULTANT a sum not to exceed **$95,000**. CONSULTANT agrees to complete the project and all services provided herein for said sum.

(4) **Method of Payment**. The CONSULTANT shall bill monthly for hours completed to date as described in CONSULTANT'S Price Proposal. Total payments shall not exceed the amount shown in (3), above. CITY shall pay invoices within thirty (30) days of receipt.

(5) **Changes.** CITY may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in written amendment to this Agreement.

(6) **Services and Materials to be Furnished by CITY.** CITY shall furnish the CONSULTANT with all available necessary information, data, and material pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

(7) **Termination of Agreement.** If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

(8) **Information of Reports.** The CONSULTANT shall, at such time and in form as CITY may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to project as may be requested by CITY. The CONSULTANT shall furnish CITY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.

(9) **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the project. CITY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

(10) **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

(11) **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.

(12) **When Rights and Remedies Not Waived.** In no event shall the making by CITY of any payment to the CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by CITY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to CITY in respect to such breach or default.

(13) **Hold Harmless.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.

(14) **Insurance.** Consultant agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of $2,000,000 per occurrence and $4,000,000 in aggregate; automobile liability insurance in the amount of $1,000,000; workers' compensation insurance in the amount of $1,000,000 and professional liability in the amount of $1,000,000 per occurrence

and $3,000,000 in aggregate. CONSULTANT shall provide CITY with an insurance certificate which names the CITY as an additionally insured.

(15) **Personnel.** The CONSULTANT has all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT'S supervision, and all personnel engaged in the work shall be qualified to perform such services.

(16) **Assignability.** The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.

(17) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Name, Title	Richard P. Brady, President
City of Wichita	Matrix Consulting Group
Address	201 San Antonio Circle, Suite 148
Wichita, KS	Mountain View, California 94040

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF WICHITA, KANSAS

By: _____

Date:

MATRIX CONSULTING GROUP

By: _____
Richard P. Brady, President

Date:

APPROVED

for
Jennifer Magana

Agenda Item No. IV-5

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Parks, Recreation and Open Space Plan Update 2016 (All Districts)

INITIATED BY: Department of Park & Recreation

AGENDA: New Business

Recommendation: It is recommended that the City Council endorse the Parks, Recreation and Open Space Plan Update 2016.

Background: The Wichita PROS Plan was adopted as an element of the Wichita-Sedgwick County Comprehensive Plan by the Sedgwick County Board of Commissioners on December 17, 2008, and by the Wichita City Council on January 6, 2009. The 2008 Wichita PROS Plan was negatively impacted by the economic downturn. Since its adoption, the PROS Plan has only been partially implemented and no longer reflects the current conditions, or specific aspects of Park operations. During the development of the new Community Investments Plan, the need to update the 2008 Wichita PROS Plan became evident. In the fall of 2015, the Department began the process of updating the PROS plan in order to make it more reflective of the current trends and reflects the current conditions and specific aspects in Wichita and the Department.

Analysis: In November of 2015, Wichita Park and Recreation staff members initiated work on an update to the 2008 Wichita PROS Plan. That work has been supplemented with community feedback, and technical support from the consultants who had been hired to prepare the original Plan. The Advance Plans Committee, a subcommittee of the Metropolitan Area Planning Commission (MAPC), passed a motion at its May 5th meeting recommending that the Plan go before the full MAPC. The MAPC acknowledged that the Wichita PROS Plan Update 2016 is in conformity with the Community Investments Plan 2015-2035. Major changes and modifications contained in the Wichita PROS Plan Update 2016 are listed below:

- The Plan reflects a more pragmatic and realistic approach and is centered around 10 new/revised goals;
- The Plan is fully coordinated and consistent with other current, relevant City plans including the recently adopted Community Investments Plan;
- The Plan focuses on improving connections and linkages, preserving existing resources, and promoting community-based recreation that utilizes recreation centers and specialized centers.
- The Plan places emphasis on building multi-sector service delivery based on the utilization of public/private partnerships;

The Plan was reviewed by the Board of Park Commissioners, presented to the Bicycle and Pedestrian Advisory Committee and several departments within the City of Wichita

Financial Considerations: This Plan is a future guide for the provision of recreation resources by the City of Wichita and identifies proposed projects for the future. There are several funding strategies included in the plan, such as: tax-increment financing, special assessments and federal and state grants. However, any funding for implementation of the Wichita PROS Plan Update 2016 would need to be initiated through a separate process, which would require City Council approval.

Legal Considerations: The Law Department has reviewed the Wichita Parks, Recreation and Open Space Plan Update 2016 as to form.

Recommendation/Action: It is recommended that the City Council endorse the Wichita Parks, Recreation and Open Space Plan Update 2016.

Attachments: Wichita Parks, Recreation and Open Space Plan Update 2016 and Implementation Plan

IMPLEMENTATION PLAN FOR THE PARK, RECREATION AND OPEN SPACE PLAN

Park & Recreation

IMPLEMENTATION PLAN
Pragmatic steps in bringing the PROS plan to reality

The PROS Plan was developed to be integrated with other City plans, such as the Pedestrian Master Plan, Bicycle Master Plan and the Community Investments Plan. The Long Range Strategic Plan is consistent with the major Goals and Objectives of the Park and Recreation components of the Community Investments Plan, however, the Plan provides further refinement of policy recommendations and promotes additional monitoring policies. Additionally, the Plan is in accordance with the major tenants of the other elements of the Community Investments Plan. The Department wanted to develop and implement a "built environment" strategic plan that better promotes healthy community lifestyles, neighborhood and community connectivity, resource conservation, protecting the City's urban forest in public spaces, and multiple-use integration of our parks, open space and stormwater management systems.

To achieve the vision for parks and recreation in the City, there are multiple steps that need to be taken. Some of these steps are broad and sweeping and others are smaller. The intent of the Implementation Plan is to guide the progress of the Park and Recreation Department in that every incremental step, no matter how small, advances the City's overall vision for the future. In order to accomplish this goal there are both program and policy initiatives that must be initiated as well as budgeting and capital improvement planning that must be done. All of the following recommendations below are intended to collectively meet the on the priorities identified during the planning process and are organized into those areas that require program or policy initiatives and those that would require capital improvement funding or budgeting. The priorities identified in the PROS Plan are:

- Citywide Recreation Services
- Tourism and Economic Development
- Partnerships & Cooperation
- Staffing
- Performance Measures
- Communications
- Program Improvements
- Maintain Existing Resources
- Site Amenities and Signage
- Major Renovations
- Minor Renovations

Following is a description of the recommended steps needed to meet the priority needs identified through the PROS planning process and to achieve the established priorities.

Program and Policy Initiatives:

Citywide Recreation Services

Wichita offers citywide recreation services through its specialized centers and through events and activities at its regional parks, golf courses, and special use parks. These citywide programs are very successful. Continue the programming provided at the existing specialized centers, which are excellent facilities that fulfill specialized functions. The City should also continue to provide the events and activities supported by its regional parks, golf courses, and special use parks.

Program continuation to expand "At Will" Recreation Opportunities.
Responsible Party– Recreation Superintendent

- Provide more drop in style programs by 2017
  ☐ Met ☐ Not Met

- Create additional mobile recreation stations by the end of 2016
  ☐ Met ☐ Not Met

- Continue to apply the Pyramid Methodology for cost recovery- Ongoing
  ☐ Met ☐ Not Met

- Provide art supplies and equipment that can be utilized at any time during operational hours at recreation centers. 2017
  ☐ Met ☐ Not Met

- Provide music equipment that can be checked out with a deposit in 2017
  ☐ Met ☐ Not Met

- Provide technology based equipment for public use in 2018
  ☐ Met ☐ Not Met

Expand Neighborhood Events.
Responsible Party- Recreation Superintendent

- Promote neighborhood interaction and identity through our programming and outreach efforts- Ongoing
  ☐ Met ☐ Not Met

- Strengthen community ties with community groups by having additional

groups partner with the City in 2017
☐ Met ☐ Not Met

Communications

During the preparation of the PROS Plan, public involvement results indicated that there continues to be a lack of awareness among Wichita residents about the parks, facilities and services offered by the Park and Recreation Department. The Department has tried to increase the public's use of its web site; however this has not reached all of the public. All brochures should encourage the use of the web site and provide an e-newsletter to those who sign up and then remove from the mailing those who prefer this method of communication. The Department does focus on communications and outreach to increase awareness and encourage participation and use, as well as to increase exposure, not only for the Department, but the community as a whole. A marketing plan was created to increase community awareness of Wichita's delivery system for recreation and the services available at Recreation Centers. This includes multiple methods of outreach, moving beyond the program guide currently provided on the City's website and social media outlets in-line with current best practices in the marketing community.

Increase Public Awareness and Promote Joint Marketing Opportunities.
Responsible Parties- Development Services Coordinator, Golf Manager, Recreation Superintendent

- Provide information about City facilities and programs to see a 10% increase in web traffic by the end of 2016
  ☐ Met ☐ Not Met

- Expand upon cross-marketing efforts for higher level exposure throughout the community
  ☐ Met ☐ Not Met

- To reach 20% of customers through social media marketing by May 2017
  ☐ Met ☐ Not Met

- Help increase recreation yearly revenue by 5% each year through strategic marketing messages
  ☐ Met ☐ Not Met

- Increase sponsorship revenue by 2.5% 2016-2018
  ☐ Met ☐ Not Met

- Increase engagement of customers by 5% through the Golf Mobile App by year end 2016

☐ Met ☐ Not Met

- Help increase golf yearly revenue by 5% each year through strategic marketing messages
  ☐ Met ☐ Not Met

- Continue to brand the family of Wichita Public Golf Courses to the public by increasing new players (Youth and Adult) by marketing lessons, clinics, other beginner programming each year by 2.5%
  ☐ Met ☐ Not Met

Tourism and Economic Development

The Park and Recreation Department is one of many departments and agencies within Wichita that support tourism and economic development. The Department's role is to be a partner in economic development, supporting the City's economic development and tourism promotion initiatives. This role includes providing support and venues for citywide events and activities organized by others, potentially providing citywide events and activities and actively partnering with others. Sports related services need to be enhanced by additional partnerships in order to promote travel and tourism to Wichita. The Departmental role is to be an economic driver in the Wichita region and has a major impact on the community's quality of life. Greens fee prices for the Golf Division have been adjusted over the years to account for different factors such as the amount of rounds played and the current economic climate. The Golf Division has and will continue to adjust greens fees as deemed necessary to keep up with the rounds and revenue projections to stay competitive in the Wichita area. Season passes have also been changed over time to stay competitive.

Continue to be a partner in tourism and economic development initiatives. **Responsible Parties- All staff**

- Increase the number of regional sports attractions in the Wichita area by 2017
  ☐ Met ☐ Not Met

- Increase the number of golf tournaments in the Wichita area by 2017
  ☐ Met ☐ Not Met

Partnerships and Cooperation

The key to the success of this plan is the expansion of the Department outside its traditional role of strictly parks and recreation and the development of strategic partnerships with other organizations and agencies. The Park and Recreation Department also should be proactive in fostering new partnerships. Non-profit organizations, health care providers and the local business community may offer potential new partnerships. An example would be the Wichita Park Foundation which is a major contributor to scholarships, special events, promoting sponsorships, capital improvements and advocacy, which all support the mission and vison of the Park and Recreation Department. The planning process identified several key agencies and types of organizations that the Department must expand its association with by holding joint or co-sponsored events, establishing and/or increasing the number of Memorandums of Understanding (MOUs) and increasing the number of affiliated groups by 10% annually.

Continue to communicate and collaborate with non-profit agencies.
Responsible Parties- Recreation Superintendent, Development Coordinator

- Develop and maintain partnerships with local school districts, and especially USD 259, to improve access to school grounds and facilities to expand recreation opportunities locations by 2017
  ☐ Met ☐ Not Met

- Formalize partnerships to identify responsibilities of each party, including financial responsibilities for an increase in donations to the Department by 5% by 2017
  ☐ Met ☐ Not Met

Staffing

Funding is a critical issue for the future of parks and recreation in Wichita. While the City has a strong foundation in its existing park system, analysis during the planning process indicates that the long-term sustainability of the park system is not possible given current practices and levels of funding. One of the recommendations is to expand Recreation Supervisor responsibilities in order to address more than one Center, thereby leveraging the professional training these staff members currently have. As programming and participation expands, the Department is also looking toward the feasibility of hiring specialty staff that would serve multiple centers in order to streamline operations.

Increase availability of staff to help visitors.
Responsible party- Recreation Superintendent

- Provide a center customer service representative to greet and direct visitors and provide security within the facility by 2017
  ☐ Met ☐ Not Met

Performance Measures

The Department needs to consistently track attendance, revenues, and cost recovery across all programs and in all Recreation Centers in order to ensure comparability. It is the goal of the Department, and the Recreation Division in particular, to meet overall cost recovery goals of 30-50% system wide for the Recreation Centers. While some Centers may recover more costs than others, depending of the demographics of their surrounding neighborhood. This is accomplished through the regular review of programs to determine whether they meet participation and revenue goals. If performance does not improve, low performing programs will be changed or discontinued. The Department also periodically evaluates local, regional, and national recreation trends in order to incorporate updated trends knowledge into program design. The Recreation Division also releases surveys after new programs are implemented to track results. Similar programs also track attendance in a consistent manner Department-wide.

The following guidelines are used for tracking participation.
Responsible party- Recreation Superintendent

- Track the number of attendees for special events, drop-in activities and facility attendance-Ongoing
  ☐ Met ☐ Not Met

- Track participant hours for classes, leagues and workshops, as well as other program types that rely on registration for a scheduled activity-Ongoing
  ☐ Met ☐ Not Met

- Track the number of units for items sold, such as rounds of golf or swim passes-Ongoing
  ☐ Met ☐ Not Met

Program Improvements

The PROS planning process showed that residents would like access to nearby programming, but current options are not well-suited to their needs. The analysis showed that the City is well-positioned, given the existing facilities and strengths, to revive its neighborhood-oriented programming through Recreation Centers and serve a broad range of Wichitans. The Department will create and deliver recreation programming that foster healthy decision making and outcomes. Facilities will offer programming based on specific community needs as identified in regular surveys. Programs will be designed with goals and objectives that are attainable and advance the health and well-being of each participant physically, socially, and emotionally. Across the country golf courses have been looking to new ways to attract users, particularly younger users, to courses and to the game of golf. This is

a direct response to the aging of the primary user group and a need for these large, maintenance intensive assets to serve multiple purposes. New types of programming can be a key to bringing potential golfers to existing courses, attracting interest and shifting the perception of the game. Starting New At Golf (SNAG) is a program and equipment set designed for youth to teach fundamentals and emphasize the fun in playing golf.

Make programmatic changes an increase participation and centers and golf courses.
Responsible party- Recreation Superintendent, Golf Manager

- Expand fitness center hours to a minimum of 7 AM to 9 PM, Monday through Saturday by the end of 2016.
  ☐ Met ☐ Not Met
- Recreation will increase the number of program participant in the available programming by 6% annually.
  ☐ Met ☐ Not Met
- Increase number of rounds of golf played by 7% by 2017
  ☐ Met ☐ Not Met
- Design some programs to meet the interests of different ethnic groups; and provide program materials, brochures and flyers in different languages in the Recreation Centers by 2017.
  ☐ Met ☐ Not Met

Maintain Existing Resources

In many cases, the existing recreation resources at a park are doing a fine job of serving community needs and are in good condition. This is often due to the playground improvement initiative undertaken by the Department in recent years. The critical recommendation for these sites is to ensure a level of maintenance that preserves the assets and to keep up regular reinvestment in existing resources. This ensures that the parks continue to be a positive influence on the surrounding community. Some of these sites could accommodate additional resources in the future, if the community requested it.

Expand our current system of infrastructure and facility assets.
Responsible party- Parks, Forestry and Maintenance Superintendent

- Maintain and replace what we currently have- Ongoing
- Make enhancements to what we currently have- Ongoing

Site Amenities and Signage

This category captures the smallest, but not least important, improvements to park sites. Site amenities include a wide range of shelters, park furniture (benches, picnic tables, etc.), drinking fountains, trash receptacles and other features that make park visits more comfortable and pleasant. Signage at a park would typically include at least a park entrance sign that clearly identifies the name of the site so that residents understand it is a publicly owned site available for use. Additional signage might include wayfinding signs that indicate where important sites within or around the park are located, directional signs helping visitors find the park from major roads, or interpretive signage to tell an important story about the site or resources within it. Not all sites will have additional signage needs but larger parks and natural areas would include more than smaller neighborhood sites.

Expand our current system of infrastructure and facility assets.
Responsible parties- Parks, Forestry and Maintenance Superintendent, Principal Planner

- Update the all of the 26 sites that have been identified as needing additional site amenities or signage by 2018.
  ☐ Met ☐ Not Met

Major Renovations- Enable Recreation opportunities in the Arkansas River and Downtown Areas

Improved parks, plazas and green streets Downtown can significantly enhance Wichita's social, economic and environmental sustainability alike. While a particular set of activities may distinguish a particular park, all Downtown parks and plazas should, as a group, accommodate a broad variety of activities. Multi-use paths accommodate walking, jogging, biking and similar activities. Downtown already enjoys the benefit of multi-use paths flanking the Arkansas River that extend for miles and link to many other neighborhoods. There are important additional opportunities to add a path on the former railroad right-of-way in Delano—as was done between Central Avenue and Midtown—and along Santa Fe Street flanking Downtown's active railroad corridor. Recreation facilities are important local and regional destinations that often reinforce activity along the paths and streets that link to them and Downtown has several significant opportunities for new or improved recreation facilities. Investments in this green infrastructure will invite community gathering and recreation, attract development, make Downtown a comfortable place to walk and bike, and help keep Arkansas River water clean. Periodic excursion boats and/or water taxis during public events would further expand public opportunity to enjoy being on the water. A bike rental facility, potentially combined with the public boat facility, would enable more people to take advantage of the river's long and beautiful recreational paths. Continue to host public concerts, festivals and other events in park areas along the river to reinforce its importance as a regional community destination. Ongoing introduction of shrubs and other plantings along the river edge, and removal of debris, should be continued to help control the goose population and create a more inviting setting for

people.

Increase Special Events in the Downtown and Arkansas River Areas.
Responsible Party- Development Coordinator

- Implement new fall special event (Oktoberfest) by 2016
  ☐ Met ☐ Not Met

- Events at the new pop up park, i.e. small concerts, music recitals, choral groups in 2017
  ☐ Met ☐ Not Met

Increase development in the downtown core area and the historic Oldtown District.
Responsible Party- Principal Planner

- Development signature urban plazas and parks to reflect the needs of a community- Ongoing
  ☐ Met ☐ Not Met

- Renovate Naftzger Park by the end of 2017
  ☐ Met ☐ Not Met

- Renovate Reflection Square Park by the end 2016
  ☐ Met ☐ Not Met

Major Renovations- Development of Consistent Park Facility Planning and Design Guidelines

The City of Wichita has a number of facilities that were constructed in the 1960s and 1970s. Many are indicative of particular design styles or periods in the Park Department history, however there is little consistency in regard to materials and form. This leads to a lack of recognizable branding for the Park and Recreation Department and also creates maintenance difficulties by virtue of the vast array of materials and products used. This effort should not preclude creative and unique design, but sufficient guidelines should be developed that all facilities start to take a consistent character that is unique to Wichita and are maintainable with readily available materials, when possible. The department will also work to maximize current usage with minor renovations to existing space to increase participant involvement in programs and services. This focus will ensure that in the Wichita will be able to enjoy facilities that focus on user needs and desires, offer amenities that are appealing to the site specific community, and have participation and safety as the top priority. Finally, a long-term plan for center-by-center renovation should be developed and implemented to update existing Recreation Centers to meet community needs. While program improvements can begin immediately, recreation center improvements may span many years, depending on funding availability.

Develop a Life-Cycle Replacement Budget to Maintain Existing Facilities by the end of 2016.
Responsible Parties- Parks, Forestry & Maintenance Superintendent, Recreation Superintendent, Principal Planner

- Public Works is developing the requirements for replacement this year
  ☐ Met ☐ Not Met

- Develop a renovation and Replacement plan for all recreation centers by 2017
  ☐ Met ☐ Not Met

- Begin work on a Master Plan for Pawnee Prairie Park by 2016.
  ☐ Met ☐ Not Met

Minor Renovations- Adoption of Green Design and Sustainability Practices

The residents of the City of Wichita identified that they would like the City to adopt more "Green" Design and Sustainable practices. These terms are often used casually to describe a general desire for environmentally friendly products and practices; however in practice these terms are sometimes vague and too general. Many of the tenets of this plan are implicit in the concept of making the department more livable and sustainable. The Park and Recreation Department itself is an integral part of a sustainable community, however it is also a large consumer of resources. In light of this the Department, has recently implemented a sustainability policy to monitor its use of resources and to reduce its waste stream to minimize its impact on the environment.

One of the big issues for the Park and Recreation Department is the very real potential for water shortages in the future. The Department is large consumer of water and future water restriction could seriously affect the viability of some facilities. Efforts should be made now to reduce water consumption in the Parks by a measurable objective of one percent per year. This can be accomplished by incorporating native plants and xeriscaping principles in landscape plantings and could also include the conversion of some athletic field to synthetic turf. Additionally, Integrated Pest Management (IPM) principles should be used to reduce the need for pesticides. Finally all general practices should be evaluated to assess means of reducing the carbon foot print of the department.

Integrate Sustainability Practices in Park Planning and Design.
Responsible Party- Principal Planner

- Reduce water consumption and maintenance through the use of reclaimed

water through projects that are being initiated in 2016
☐ Met ☐ Not Met

- Buffalo Park Renovation to be completed with interactive water feature in 2016
☐ Met ☐ Not Met

- Use native plants in active and non-active park areas starting in 2016
☐ Met ☐ Not Met

- Pracht Wetlands Park design phase complete by end of 2016- 404 Permit already obtained
☐ Met ☐ Not Met

- Use of AstroTurf on new baseball field at McAdams Park in 2016
☐ Met ☐ Not Met

- Use of solar lighting in Aley and Pawnee Prairie Park in 2016
☐ Met ☐ Not Met

- Re-use of asphalt as trail material in Chisolm Creek Park bike path in 2016
☐ Met ☐ Not Met

- Redesign stormwater retention ponds at MacDonald Golf Course in 2016
☐ Met ☐ Not Met

- Development of Prairie Sunset Trail to connect Goddard and Wichita by 2016
☐ Met ☐ Not Met

- Development of South Central Neighborhood Pathway to connect with existing pathways by 2016
☐ Met ☐ Not Met

Capital Improvements Program Recommendations

The Department currently conducts a capital improvements planning process that is based on individual requests and departmental identified priorities. This process is internal to the City and does not include the capital improvement planning of other critical partner agencies. As the Department moves forward there will be an ever increasing need to develop facilities in partnership with other agencies and organizations.

The Capital Improvement recommendations begin with premise that the City needs to first maintain what investment it has prior to committing to any new facilities.

The Park Department currently receives approximately $2.2 million annually in capital improvement funding. Of that amount $400,000 is for the recurring renovation of facilities with predictable life cycles. The first recommendation is to develop a recurring life cycle replacement budget to provide for the predictable replacement of existing park facilities, which is a process that is currently being undertaken by the Department of Public Works. Further recommendations are intended to meet the expressed needs of the City and advance the overall vision.

The priority capital improvement projects that are derived from this master planning process are:

- **Maintain Existing Resources:** This provides a budget for ongoing reinvestment over the next 10-20 years, based on a cost of $30,000 per acre for developed parks and $15,000 per acre for natural areas.

- **Site Amenities and Signage**: Costs are based on an allowance of an average of $30,000 per site. It is assumed that some sites will require less budget and others will require more.

- **Minor Renovation:** Costs are based on $70,000 per acre, derived from the cost of Buffalo Park improvements applied to the entire site acreage.

- **Major Renovation**: Costs are based on $225,000 per acre, also derived from the cost of Buffalo Park improvements applied to the two acres of the site that were most heavily renovated.

- **Park Land Acquisition**: Costs are based on $125,000 per acre inside of city limits and $15,000 outside of city limits.

- **Development:** Costs are based on $300,000 per acre, assuming a moderate level of development at the sites.

- **Recreation Center:** Costs are based on $10,000,000 for a 50,000sq. ft. facility

- **Aquatic Facilities**: Costs are based on $4,000,000 per outdoor pool

- **Trails**: costs are estimated at $1.35 Million per mile.

SUMMARY

The Implementation Plan for the Park and Recreation Department PROS Plan sets forth a course of action for bringing the City's vision plan to reality. The City is very fortunate that a great deal of the proposed plan can be accomplished through the implementation of strategic initiatives and does not require the usual large capital investments that are usually associated with such plans. The plan is not a "buy and build" plan that requires the acquisition of large tracts of land or the construction of numerous expensive facilities. The Implementation Plan is more of a guide to repositioning the Department to more effectively serve to broader interests of the residents of the City and to better accommodate the evolving trends of an urbanizing community.

Troy Houtman, CPRE
Director of Park and Recreation

Acknowledgements

Mayor & Council

Mayor Jeff Longwell

District 1 Council Member Lavonta Williams

District 2 Council Member Pete Meitzner

District 3 Council Member James Clendenin

District 4 Council Member Jeff Blubaugh

District 5 Council Member Bryan Frye

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To all Wichitans,

As the director of the Wichita Park and Recreation Department, I am proud to present the 2016 updated Parks, Recreation and Open Space master plan (PROS plan). This plan is an update from the 2008 PROS plan that provided us with valuable information and direction. Since 2008 our city has experienced several changes and fluctuations. We are not the same city we were just 8 years ago. Much of our infrastructure has changed and how we operate and do business has also changed. However; much of the interest and passion for parks and recreational activities has not changed! There still is a huge desire to meet the needs of the community and provide the best park & recreation services that we can offer. That is where our P&R Department comes in to play. We touch more people across the City of Wichita than any other organization by providing services for all ages, all areas of the City and all demographics.

Our parks and recreation system is a reflection of the community and the community's long held values that support parkland, green space, recreational activities, golf, fitness and wellness. Today's system of urban parks, golf courses, pools, trails, plazas, recreation facilities and recreational programs is a major contributor to Wichita's nationally acclaimed high quality of life and the result of the community support and investment. For over 100 years, the City of Wichita has promoted the community's access to nature, parks and recreation. It is in this tradition that we are proud to submit the Wichita 2016 PROS plan. This plan presents the framework and policy that will assist and guide the department in the stewardship of our parks, recreation facilities and recreational programs. The master plan includes broad policies and initiatives that will help shape the services that the department will provide to the community over the next several years. The strategic direction is focused around six key themes that emerged from research and throughout the comprehensive community planning process:

• Community Health and Wellness

• Taking Care of What We Have

• Financial Sustainability

• Building Community and Relationships

• Youth Engagement and Activity

• Organizational Readiness

The plan also includes an outline of measurements that will ensure that the initiatives of the plan become a reality. It is in the implementation of the plan that the community will see a parks and recreation department that is modern, results-driven and collaborative. Reshaping parks and recreation services will require the focused energy and commitment of the department, as well as support from the community. Available funding will be focused on the highest community priorities and, through the support and collaboration of the community, the complete set of desired facilities and services can be achieved. The Wichita PROS plan is the culmination of public outreach with community members, user groups, staff, experts in the field of Parks & Recreation and partners that help provide many of our community's services. These conversations with the

community will continue as we work together to accomplish the ambitious but necessary steps to ensure the parks and recreation system continues to enhance the lives of Wichitans.

Sincerely,

Troy Houtman, CPRE

Director of Park & Recreation

"**To accomplish great things, we must not only act but also dream. Not only plan but also believe."** Anatole France

Wichita Parks, Recreation and Open Space Plan

Chapters

1. Introduction
2. Where Are We Now?
3. Where Do We Want To Be?
4. Vision for Recreation Services
5. Vision for Park Land, Recreation Resources and Trails
6. Vision for Park and Facility Maintenance
7. Vision for Management Services
8. Capital Projects

Appendices

A. Existing Park System Maps
B. Park Inventory by Name
C. Capital Project Costs
D. Policy Actions
E. Ordinance and Resolution (To Be Added)
F. Golf and Business Enterprise Plan
G. 2016 Update Process

Technical Supplement

2008 PROS Plan Technical Supplement (Under separate cover) includes details of the analysis and community input used to shape the initial direction of the PROS plan.

1. Introduction

Background

Over the past several years, the City of Wichita has continued to make major strides to maintain and improve community livability. Arkansas riverfront improvements complement the City's signature riverfront park system. Old Town and the Farmer's Market are vibrant resources and the Intrust Bank Arena is a major attraction that supports a growing tourist industry. The City's many cultural and historic resources create a sense of place and provide a venue for cultural tourism, while adoption of the Project Downtown Master Plan has provided inspiration and guidance for the City center, ushering new private investment including commercial, residential and educational development. The City has also continued to work with surrounding communities to build a strong economy, attract businesses and tourists and retain residents—especially young creative professionals.

Wichita's parks, recreation opportunities and open spaces are a primary contributor to this energy and a key ingredient to community livability and quality of life. It is clear that parks and recreation is important to Wichita residents, with hundreds of residents expressing their support for parks and recreation. Since the initial plan the City has made modest investments in the park system, which includes approximately $55 million in capital improvements starting in 2015 and spread out over the next ten years. Though Wichita has some of the elements needed to become a great park and recreation system, new resources will be needed to meet future demand. Expansions and new parks are necessary to provide the quality of resources that Wichita residents expect in current and future growth areas. Despite fluctuations in the important aeronautics industry, Wichita has continued to

grow, and approximately 101,000 more residents are projected to be added by 2035 based on an accelerated annual growth rate of 1.25% (Community Investments Plan 2015-2035). To accommodate this growth, remaining undeveloped land within the City will need to be developed, new efforts will be needed to promote infill development in the older, established areas of Wichita, and new development areas will need to be annexed into the City. The role of parks and recreation in newly developing areas must be determined or these opportunities will be forever lost.

Plan Revision Purpose

This Parks, Recreation and Open Space (PROS) Plan represents a vision of parks, recreation, and open space as central to building community, quality of life, and the local economy in Wichita. It builds on the City's long history of proactive park planning, and acknowledges the high standards that have been set in the past. The 2016 PROS Plan integrates recent local and regional planning efforts to focus on the City's central role in the region's success. But most of all, this 2016 PROS Plan is a call to action that will guide operational and capital public investment in park and recreation assets, facilities and programs over the next ten years. This call to action will be done in consideration of the following five Plan Guiding Policy Principles identified in the new Wichita-Sedgwick County Community Investments Plan 2015-2035:

1. Support an Innovative, Vibrant and Diverse Economy;
2. Invest in the Quality of Our Community Life;
3. Take Better Care of What We Already Have;
4. Make Strategic, Value-added Investment Decisions;
5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods.

The 2016 PROS Plan identifies the need over the next 20 years for approximately $750 million of capital renovations and new parks, recreation and open space facilities that would fully preserve existing resources and meet current and future community needs. The Plan also identifies maintenance gaps and recreation service needs that would increase operations costs related to parks and recreation by approximately $4 million annually. Finally, the Plan proposes a number of ways to close the funding gap. These include opportunities to become more entrepreneurial; strategic integration with parks and recreation investments of the private sector, neighboring cities and Sedgwick County; generating more revenue through enhanced efforts of the Wichita Park Foundation; and reducing expenditures. In addition, the Plan identifies ways to expand existing funding sources and develop new funding sources.

Multiple approaches will be needed to approach the funding gap and implement this Plan. Some funding ideas presented in this draft may be enthusiastically adopted while others will be discarded. Ultimately, the types of projects that rise to the top of the priority list will help determine the best sources for funding. Although not all projects identified here are likely to be funded in the next 20 years, it is important to present this comprehensive vision and to detail community needs in order

"Please join us in creating a better future for our city through adequate investment in parks and recreation."

to be ready to take advantage of appropriate funding sources which we cannot currently foresee – such as new partnerships -- as these become available in the future.

With this 2016 PROS Plan, the City must take appropriate action to support the future of parks and recreation in Wichita. These decisions will either lead to continued inequities in service and deterioration of existing park infrastructure or a reinvestment in parks and recreation. These decisions will also determine if Wichita's children will have the same opportunity to experience the natural environment as found in other top-tier communities. Furthermore, these decisions will determine whether the City will help support the physical, emotional and social well-being of its residents – especially those with disadvantages -- or just leave it to chance.

The Park and Recreation Department is committed to supporting the National Park and Recreation Association's three pillars for the betterment of all of our citizens:

Conservation—Parks are critical in the role of preserving natural resources that have real economic benefits for communities. You are the leaders, often the only voice in communities, for protecting open space, connecting children to nature, and providing education and programming that helps communities engage in conservation practices.

Health and Wellness—Agencies lead the nation in improving the overall health and wellness of communities. You are essential partners in combating some of the most complicated and expensive challenges our country faces –poor nutrition, hunger, obesity, and physical inactivity.

Social Equity—Universal access to public parks and recreation are a right, not just a privilege. Every day you are working hard to ensure that all members of your community have access to the resources and programming you offer. Very few – if any – can claim the same.

Benefits of Parks & Recreation

Parks, open spaces, and recreation facilities generate a host of benefits for individuals, neighborhoods and the entire City of Wichita. Some of these are quantifiable economic benefits, such as fees received through rentals and classes, the impact of fairs and festivals on tourism dollars, or the capacity of parks and open space to store stormwater and reduce flooding. Other benefits are harder to quantify but are still important when considering the value of parks, open space, and recreation to a community. These benefits include the importance of parks and open space in attracting businesses, improving individual physical health, or reducing crime. This does not account for the many social and individual benefits of parks and recreation, such as the sense of community derived through public spaces, the value of sports in youth development, and the role nearby nature and recreation programs play in providing opportunities for education and lifelong learning.

While it is difficult to estimate the total revenues and cost savings provided for each dollar invested in parks and recreation, below are some reasons why the City of Wichita should consider investing more dollars in their parks, recreation, and open space system:

- **City park systems yield a variety of economic benefits, including direct income, collective wealth, direct savings and environmental savings.** While not all aspects of parks systems can be quantified in economic terms, there are measurable economic benefits associated with property value, tourism, direct use, health, community cohesion, clean water and clean air in most communities (Harnick 2009). As noted in a research scan compiled by Active Living Research, many studies conducted through the last decade have confirmed the monetary and economic value of open space, recreation facilities and even walkable community designs (Shoup and Ewing 2010).

- How much are parks worth? According to the results of a 2015 survey, nearly 4 in 5 Americans (79%) believe their **local parks are well worth the average amount of $70 per person paid in local taxes every year, with over 30% believing they are worth even more.** Remarkably, two-thirds of both non-program users and non-park users also believed that these services were worth this level of investment (Mowen, et. al. 2016).

- People commonly use park and recreation services in ways that involve physical activity and contribute to their mental and physical health. What's interesting is that the health value of parks and recreation facilities often exceeds the investment in them. Research has shown that small additional **investments in parks and recreation facilities provide substantially more health benefits and health cost savings.** Even an increase as small as $10 a year per capita has been shown to provide significantly increased amounts of physical activity (Arria 2010), a substantial savings in comparison to what people spend on personal trainers and health care annually. Fitness and outdoor play may help reduce per-capita healthcare costs in the United States, which topped $8,000 in 2009 and are projected to reach $13,000 in 2018, as projected by the U.S. Department of Health and Human Services (Godbey and Mowen 2010).

- By promoting physical activity, parks and programs are one of the most direct ways to begin to curtail the approximately $147 billion direct and indirect costs related to the obesity epidemic. **Spending on parks departments is one of the most cost-effective ways to lower long-term health expenditures**, particularly in low-income communities that often rely on Medicaid (NRPA 2010).

- Research has shown that the **economic impacts of local and regional public park agencies are much larger than their operations and capital investments**. In a recent study of 1,169 park systems, the Center for Regional Analysis at George Mason University noted the nation's local and regional public park agencies spent nearly $54.7 billion in 2013. That level of investment in capital programs and operations nationwide generated nearly $140 billion in economic activity, nearly 1 million jobs (with a generated labor income of $43.8 billion) and just under $68.0 billion in contributions to the GDP. In Kansas in 2013, parks and recreation agencies generated $964 million in economic activity and over 9,100 jobs in 2013. (George Mason University 2015).

- **Active outdoor recreation contributes $646 billion annually to the economy**, supporting 6.1 million jobs, as well as generating nearly $40 billion in federal tax revenue (Outdoor Industry Association 2012).

- **Parks provide a sizable economic impact related to the environment**. It is estimated that the carbon dioxide storage of urban trees in the continental United States is worth approximately $16 billion. Urban trees in the lower 48 states are estimated to remove 783,000 tons of pollution per year, with an estimated annual value to society of $5.6 billion. (NRPA 2010).

- **Youth who participate in recreation programs are less likely to engage in criminal behavior.** Several studies have shown how youth sports in particular reduces local crime rates. Since some jurisdictions spend 70% of their youth crime funds on incarceration, which can cost $100,000 a year for each young offender (2008 data), youth sports and mentor programs could create sizable cost savings (Carmichael 2008).

- Tourism is an important source of revenues for many communities. In Kansas, travelers spent $6.2 billion in 2014, generating nearly $10 billion in total business sales including indirect and induced impacts. **Nearly 16% of these tourism dollars were spent on recreation and entertainment.** Spending associated with recreation and entertainment tourism in 2014 was estimated at $ 644.2 million, which supported 10,993 jobs. Kansas' tourism industry has been growing, and traveler spending on average has increased 5.7% per year since 2009, a total change of $1.5 billion. Besides the direct revenues, local governments received $308 million in tax receipts from travel-generated activity (Tourism Economics 2014).

Plan Development and Updating

The prior version of this Plan set the guidance for the system with an extensive public input and analysis process. In 2016, the City updated the Plan with current information about the system, park users and the resources committed to the provision of parks and services. The update process included refreshing data about the community and the system while retaining the broad direction of the past Plan. The Park Board reviewed the issues, priorities and needs identified in 2008 and confirmed that they remain relevant today.

The initial PROS Plan development process included the four major phases. During the update process, the City updated each of the document chapters related to these phases of work.

Phase I: Where Are We Now?

During Phase I, the planning team analyzed the planning context, reviewed the existing inventory of parks, recreation, and open space in Wichita, and evaluated issues that could impact the future direction for park and recreation services. Key products developed during Phase I included the Planning Context and Existing Resources documents, which provided sound basis for planning.

Phase II: Where Do We Want to Be?

The planning team continues to assess community needs through a combination of public involvement and technical analysis. Public involvement activities took place during the original Plan adoption and included interviews, focus groups, workshops, a scientific survey, community questionnaires, community meetings, and intercepts that were designed to reach a broad range of Wichita residents. Through these forums, community members identified key park and recreation issues, priorities, and needs. Key findings from the public involvement process informed a technical analysis of parks, recreation, and open space needs. The results provided the foundation for the Community Resources and Needs Assessment report. This report included two volumes, Part I addressing Park Land, Recreation Resources and Trails and Pathways and Part II addressing Recreation Program Needs. The reports are included in the Technical Supplement to the Parks, Recreation and Open Space Plan.

Phase III: How Do We Get There?

In Phase III, the planning team worked with members of the community to develop a vision for the future of parks, natural areas, trails, and recreation in Wichita. This vision, a central component of this Plan, is part of a larger planning framework that sets the direction of this Plan. Specific strategies and recommendations within the Plan are designed to implement the vision and planning framework.

Phase IV: Plan Adoption

During Phase IV, the draft Parks, Recreation and Open Space Plan was reviewed by the public, City and County staff, citizen boards and commissions, and the City Council. The City adopted this revised PROS Plan, creating a guide for parks and recreation service delivery for the next 20 years.

Public Involvement

The City collected feedback from City staff and residents regarding their needs and preferences to develop a solid foundation for the City of Wichita Parks, Recreation, and Open Space Plan. Public involvement activities were planned to ensure the participation of a diverse cross-section of the City's population. Building on the initial outreach conducted in 2008, the City revisited community needs through more recent outreach activities leading up to the PROS Plan update.

Initial Outreach

In 2008, staff has used public feedback and developed surveys and questionnaires to garner additional feedback on the Plan and in inform the Plan update. In total, more than 2,900 residents participated in the public involvement process that developed the direction of this Plan. A sampling of some of the initial and the ongoing initiatives are listed below.

- **Survey**: A total of 456 participants completed the Wichita Community Survey, which was designed to obtain statistically valid results representative of households throughout the Wichita city limits.

- **Questionnaire**: In addition to the mailed survey, a shorter, readily accessible questionnaire was used to gather input on park and recreation needs from all other interested citizens. An adult and a youth questionnaire were available in paper form and online. A total of 1,194 residents completed the questionnaire. Questionnaire findings were mostly consistent with the survey, and served to support those findings.

- **Focus Groups:** Eight focus groups, including approximately 55 participants, were held-each targeted towards specific parks and recreation users and stakeholders. The groups consisted of: ADA; business community; development community; conservation, activist and users; health and wellness; maintenance; recreation providers; and other municipalities.

- **Intercepts**: At Riverfest, more than 500 residents participated in a series of interactive displays designed to inform the public about community resources and invite them to identify current use patterns, community needs, and priorities. Over 300 more residents were able to participate at other community events such as district meetings. City staff also worked with groups of youth during City-run summer programs. Approximately 60 youth provided input.

- **Community Meetings**: Meetings were held in each of Wichita's six districts, as well as one downtown event hosted by the mayor, and a Latino outreach session -- totaling eight community meetings. Members of different districts and neighborhoods were invited to share their views related to city parks, recreation, and open space. A total of 253 residents participated.

- **Stakeholder Interviews**: Interviews were conducted with nine local leaders, including the Mayor and City Council members.

- **Advisory Committee**: Three Advisory Committee meetings were held during the first two phases to guide and assist the planning process, as well as provide assistance in keeping the community informed of the public involvement efforts.

- **PROS Technical Advisory Group (TAG):** Three TAG meetings were held during the first two phases to discuss technical details of the PROS Plan and obtain feedback from community representatives and experts.

- **Visioning**: A Visioning Workshop was held to gather public input on the vision, mission, and key strategy areas for the Wichita Parks, Recreation, and Open Space Plan. The discussion was organized around three key discussion areas: core values, vision and mission, and goals and strategy areas.

- **Staff Workshops**: Three workshops were held with staff in order to get input in regards to community needs.

- **Plan Adoption:** The 2008 PROS Plan was reviewed by the Metropolitan Area Planning Commission (MAPC) and Wichita Park Board; and adopted as an element of the Wichita-Sedgwick County Comprehensive Plan by both the, the Wichita City Council, and the Sedgwick County Board of County Commissioners.

Recent Outreach

In addition to the initial outreach efforts, the Department has conducted several recent surveys in the last two years to garner additional public input on our programs and services. A sampling is listed below. Full results from each of these public outreach efforts are available from the Park and Recreation Department.

- Aquatics Master Plan Surveys
- O.J. Watson Park Master Plan

- Recreation Surveys
- Staff Program Evaluations
- Public Surveys
- Activate Wichita
- Golf Plan Update
- Revenue Policy Update

With this continued outreach, community members have helped identify ways to attract and retain residents and businesses, create a healthy community with strong families and support for youth, and opportunities and engagement for diverse community members. Frequent interaction with City Council, Park Board and other stakeholders has driven policy changes, as well as future planning expectations.

2. Where Are We Now?

The City of Wichita has a history of visionary planning for parks and recreation, dating back to the official platting of the City in 1870. With the establishment of the Park Board in 1922, Wichita completed its first Parks Plan in 1923 under the direction of Mayor L.W. Clapp and the Park Board. The 1923 Plan was based on the concepts of Frederick Law Olmsted and envisioned a park system connected by linear parks and greenways. The City's 1923 Comprehensive Plan continued to develop this concept by outlining a network of neighborhood and community parks connected by linear parkways and boulevards.

In the period between 1968 and 1980, the City again pursued an intensive park development effort when it developed its system of neighborhood recreation centers. More recently, both the City of Wichita and Sedgwick County have undertaken many planning efforts that have addressed parks and recreation, including the Bicycle Master Plan, Pedestrian Master Plan and the Wayfinding Plan, Community Investments Plan, Arkansas Corridor Access Plan (ARCAP) and the 2008 PROS Plan. The 2016 PROS Plan builds on the City's past efforts to implement a vision for Wichita parks, recreation, and natural areas that contributes to a better future for the City and its residents.

Wichita Today

This section summarizes the status of Wichita today, providing an overview of the City's planning context and its parks and recreation services. Spanning a total of 163 square miles, Wichita is surrounded by rural farmland and small pockets of more densely settled towns and cities. Wichita abuts the cities of Valley Center, Park City, Kechi and Bel Aire to its north; Derby and Haysville to the south; Goddard and Maize to the west/northwest; and Andover to the east.

Wichita is divided into six City Council Districts and the mayor is elected at large. District Advisory Board (DAB) citizen advisory groups are appointed in each Council district and meet monthly to provide local input on important matters and serve as a forum for citizen comment.

Demographics

The planning area addressed by this 2016 PROS Plan is the Wichita 2035 growth area, as depicted in Map 1. Within that planning area, trends in Wichita's demographic characteristics and development patterns as projected by the joint Wichita-Sedgwick County Community Investments Plan 2015-2035 set the context for planning the future.

- **Population Growth:** As of December 2015, Wichita's most recent estimated population is 385,518 (ACS, 2014). Wichita will experience a population and employment growth rate and development pattern (suburban and downtown) typical of the last several decades, but with a slightly higher percentage of Wichita area population growth being captured by surrounding smaller cities. One-fourth of Wichita's total dwelling units will continue to be multi-family.

- **Pattern of future growth:**
    - Future Wichita residential growth will be predominately located in suburban West-Northwest Wichita and in suburban East, Southeast and Northeast Wichita. .
    - Future employment growth will occur within existing, established commercial and industrial areas/corridors and along emerging suburban corridors in west and east Wichita. Continued employment growth and residential redevelopment will occur in the Downtown area.
    - Wichita's city limits will expand by 7% from 162.8 sq. mi. to 173.8 sq. mi. supporting a 17% growth in total population.
    - Wichita's overall population density will increase slightly from 2,359 people/sq. mi. in 2012 to 2,578 people/sq. mi. in 2035

- **Wichita population growth forecast (accelerated growth forecast):**
    - 101,458 additional people - 2035 total population of 485,483 (countywide growth rate of 1.25% per year)
    - 66,000 additional dwelling units - total of 205,000 dwelling units in 2035 (overall city average of 2.25 people/dwelling unit in 2035)
    - Wichita employment growth forecast: 51,271 additional jobs - total of 262,911 jobs by 2035 (new job growth rate of 1.01% per year)

- **Age:** The median age has increased slightly from 33.4 (2000 U.S. Census), to 34 in 2014. In 2014, 41% of the City's population was adults between the ages of 25 and 54. The age group with the most significant growth since 2000 is 54-65 year-olds. By 2030, the U.S. Census projects that one in five residents in the nation will be 65 years or older.

- **Family Composition:** Wichita is experiencing an increase in single parent households. In 2015, two-thirds (62.3%) of Wichita households were family households (ACS). Almost half (45%) of households included married couples, 17.3% consisted of single parent families, and 33% of households contained residents living alone. Household trends have generally been consistent over time.

- **Income**: The estimated median income in Wichita in 2014 was $46,218. This figure falls below the state median income of $52,504 and well below the median for the country as a whole.

- **Race/Ethnicity**: In 2014, Wichita's residents were 79.1% White, 13.6% Black or African American, 5.6% Asian, 2.7% American Indian and Alaska Native and 15.7% Hispanic/Latino (of any race). Wichita has not grown significantly more ethnically diverse over the last decade. However, the City has experienced the greatest growth in diversity among its Hispanic and Latino residents who were 9.6% of Wichita's population in 2000 (US Census) and were 15.7% of the population in 2014 (ACS).

[INSERT MAP 1- 11X17]

[BACK OF MAP 1]

Wichita's Park Land

Wichita has 138 public park sites of varied size containing over 5,000 acres of park land that provide opportunities for playing, exercising, socializing, and recreating outdoors, as well as participating in sports and appreciating nature. Different types of parks serve different functions and offer different recreation opportunities. Separately, each park type may serve a limited function, but collectively the parks and open spaces serve the entire range of community needs. Wichita's parks are organized into ten park classifications which are defined below. In Wichita, many classifications of parks are co-located (golf course near a nature park etc.). The classification system presented below has been developed to enhance management and planning for park lands in Wichita.

- **Playground/Pocket Parks:** Playground/pocket parks are small parks with basic play facilities or a small green space. These parks are smaller than two acres in size and located within a short walk of the majority of users.

- **Neighborhood Parks:** Neighborhood parks are neighborhood-serving parks that provide easy access to basic recreation resources such as playgrounds, open fields, and picnic areas. Neighborhood parks are typically between five and ten acres, but can be as large as 15 acres or more. Neighborhood parks are located within biking and walking distances of users.

- **Community Parks:** Community parks are larger-scale parks with concentrations of major recreational facilities such as recreation centers, sports fields, and swimming pools, along with necessary support facilities such as parking. Community parks can also serve the neighborhood park needs for residents within walking distance.

- **Regional Parks:** Regional parks are parks that attract users from throughout the region, have a wide variety of facilities, and are usually large in size. Regional parks include supporting facilities, such as restrooms and parking.

- **Special Use Parks:** Special use parks are sites that contain unique features or facilities designed to support particular activities. Many special use parks will focus on providing enhanced opportunities for specific recreational uses, such as a complex of sports fields or a fishing lake. These parks will likely draw users from throughout the City and may have a regional draw. Special use parks that have a community or regional draw may require supporting facilities such as parking or restrooms.

- **Urban Plazas:** Urban Plazas are hard-surfaced or landscaped areas that provide social gathering space within higher density urban areas. These sites may include performance space, public art or fountains and serve both residential and commercial uses. Urban plazas should be located in areas of dense urban activity.

- **Golf Courses:** Golf courses are eighteen-hole courses with a clubhouse, which include supporting and associated facilities such as two driving ranges, parking and equipment storage. Golf courses in Wichita are stand-alone facilities used exclusively for golf.

- **Linear Parks/Pathways:** Linear parks/pathways are corridors of land that connect parks and resources, providing public access to trails and their surrounding areas. These corridors may include developed or natural areas where the primary facility is a pathway or trail connecting community destinations or segments of the trail system. Linear parks are important resources to the local community, but as part of a larger trail system, these corridors may have a city-wide or even regional draw.

- **Natural Areas/Wichita Wild:** Natural areas/Wichita Wilds is park land that is managed to protect and preserve its natural resources. This includes large parcels of land preserved for habitat, including the designated Wichita Wild sites. Uses on these lands are typically limited to passive or low impact activities, such as wildlife viewing, hiking, jogging, bicycling, and nature photography.

Wichita has 1015.26 acres of park land that is undeveloped. In the future, it is anticipated that these sites will be developed in accordance with this PROS Plan. Crystal Prairie Park is currently under development. A summary of park land by classification is provided in Table 1. Appendix A contains maps of the existing park system, depicted citywide and in a series of 4 panel maps. Appendix B includes a detailed inventory of the existing park system.

TABLE 1: PARK LAND SUMMARY BY CLASSIFICATION

CLASSIFICATION	NUMBER OF SITES	ACRES OF PARKLAND
Pocket Parks	26	24.65
Neighborhood Parks	38	369.36
Community Parks	19	532.65
Regional Parks	7	661.40
Special Use Parks	11	490.98
Urban Plazas	6	6.9
Golf Courses	5	712.08
Linear Parks/Pathways	2	14.09
Natural Areas/Wichita Wild	13	1178.96
Undeveloped Sites	11	1015.26
Dog Parks	3	14.35
TOTAL	138	5,006.33

Wichita's Recreation Resources

A wide variety of recreation resources are contained within the more than 5,000 acres of park land managed by the Park and Recreation Department. Table 2 summarizes the recreation resources found within the park system. A detailed inventory by site is contained within Appendix B. In addition to the resources quantified in Table 2, Wichita's park system includes other outdoor features such as fitness stations, fishing lakes, and a series of memorials within Riverside Park. The City of Wichita Park and Recreation Department also offers a number of miscellaneous recreation activities at its parks, including pony, train, boat, hay rack rides, and miniature golf. O.J. Watson Park is a major site for these activities.

There are also a number of buildings within the park system that support programming, provide gathering and event space, or provide user amenities. Table 3 summarizes the inventory of these structures.

TABLE 2: RECREATION RESOURCES

RESOURCE	NUMBER OF SITES
SPORTS FIELDS	
Baseball	7
Cricket	1
Football	10
Rugby	1
Soccer	46
Softball	46
SPORTS COURTS	
Basketball	39
Tennis	73
Volleyball	38
Pickleball	12
BMX Course	3
Disc Golf Course	2
Horseshoe Pit	26
Skate Park	4
Shuffleboard Area	1
Playground	82
Swimming Pool	9
Interactive Water Feature	5
TOTAL	**405**

TABLE 3: RECREATION BUILDINGS

BUILDING	NUMBER OF SITES
Recreation Center	8
Shelters [A]	48
Restroom Buildings	81
Clubhouses	6
TOTAL	**138**

[A] Includes all shelters and gazebos.

Recreation Services

Recreation services delivered by the Park and Recreation Department are generally place-based, offered through recreation centers and major recreation facilities. Programming is offered in the following major areas:

- **Dance:** Dance programs supported by the Park and Recreation Department target adults, youth, and preschoolers. Classes are held at many of the City's recreation centers.

- **Exercise/Fitness:** Fitness activities offered by the Department include aerobics, yoga, Pilates, kickboxing, and weightlifting, 'Fitness for Fifty', boot camps, Zumba, Barre Fitness. Classes are held at many of the recreation centers, and several centers include small weight rooms with scheduled open hours for drop-in use and memberships.

- **Martial Arts:** The Park and Recreation Department provides martial arts training in kung fu, judo, tai chi, tae kwon do, and Chinese boxing. Programs are targeted towards youth and adults, and are located at most of the City's recreation centers.

- **Special Interest Classes:** Special interest classes offered by the Department target all age groups and include languages, cooking, finance, bee keeping, genealogy classes, and limited arts and crafts instruction. Offerings vary by recreation center.

- **Aquatics:** Aquatics programs are offered at each of the City's 9 outdoor swimming pools. Programs include recreational swim, swimming lessons, diving lessons, water aerobics, lifeguard training, pool rentals, swim teams, interactive fountains, and swim team. The season generally lasts from late May or June through late August or early September.

- **Special Events:** The Department sponsors special events throughout the year, including a summer concert series, dances, Easter Egg Hunt, Night with Santa, Wichita Play Day, mobile recreation stations and holiday celebrations. Many of these events are hosted at Watson Park. The Department also organizes an annual Summer of Discovery, an 11-week educational licensed day camp which operates at recreation centers around the City.

- **Sports:** Much of the Department's existing programming is focused towards adult and youth sports. These activities include leagues in all traditional sports. Winter and gymnasium-based programs are held at each of the recreation centers. Outdoor programs are generally held in the City's community parks. The majority of tennis programs are held at the Riverside Tennis Center.

- **Wichita Ice Center:** The Wichita Park and Recreation Department also offers programming through the Wichita Ice Center, a hockey and skating rink developed by the City in 1996. The Wichita Ice Center provides open skates, figure skating lessons and hockey clinics, and also supports the Figure Skating Academy, hockey leagues, figure skating groups and special events. The Ice Center is currently operated through a contract with a private operator.

- **Golf:** Wichita's park system offers five golf courses. In a typical year, these courses host 166,000 rounds of golf. The Wichita Junior Golf Foundation, First Tee of the Greater Wichita Area, and Hook a Kid on Golf work with the Park and Recreation Department to offer lessons and tournaments to golfers under the age of 18.

- **Tennis Center**: The Tennis Center at Riverside Park offers 9 outdoor courts, 3 indoor courts and 2 quick start courts offering multiple tennis opportunities, including lessons.

- **Botanica:** The Wichita botanical gardens offers adult and youth programming focused around nature, gardening, and wildlife. Also included in Botanica's program offerings are birding sessions, lunchtime lectures, and summer day camps themed around nature and gardening.

- **Outdoor/Nature:** The City of Wichita Park and Recreation Department offers opportunities for Wichita residents to experience nature. The programming opportunities include nature walks, tours, fishing, kayaking and special events. The majority of these

programs are offered through the Great Plains Nature Center, with many involving partnerships with the State of Kansas Department of Wildlife and Parks.

Other Service Providers

In addition to the City, there are a number of public, private and nonprofit providers of land, recreation facilities and programs for Wichita residents. While some of these sites are limited to members, residents, or customers, many still serve a significant population.

- **School Districts:** Area school districts (primarily USD 259, but also surrounding districts) are important providers of recreation opportunities. In many cases, the school grounds of the local elementary school function much like a neighborhood park or playground. There are over 100 school sites in and immediately surrounding the planning area.

- **Neighboring Cities:** Many of the cities adjacent to Wichita, including Derby, Maize, Andover, Haysville, Bel Aire, and Park City, have park systems of their own that serve both their residents and nearby Wichitans.

- **Home-Owner Associations:** As part of the platting and development approval of residential subdivisions, land is often set aside for open space, private parks, and other purposes. These properties range from a small parcel with a playground to open space to fully developed golf courses. Other association-owned lands include buffers for creeks and riverfront or other local natural areas. Based on a search of property records, over 2,300 acres of home-owner association reserves exist inside of the city limits.

- **YMCA:** The Greater Wichita YMCA operates seven facilities with a wide range of recreation programs around the City. Programs include fitness, aquatics, dance, gymnastics, martial arts, and sports. The YMCA also provides after-school programming at area elementary and middle schools. With more than 275,000 participants in 2014, the YMCA served nearly 50% of all residents in Sedgwick and Butler counties. In 2014, the Wichita area YMCAs had more than 108,500 participants in youth programs.

Regional & National Trends

A variety of trends are changing the ways communities view their parks and public lands.

Reuse, Redevelopment & Revitalization

Parks and recreation have long been recognized for their role in economic development. They also play an important role in neighborhood and downtown revitalizations—both as cities redevelop vacated properties following the recession and as cities seek new land for park development. Since land is at a premium in most cities, creative solutions such as redevelopment of former industrial sites, landfills, rights-of-way and military sites into new park land are becoming more common. These types park development efforts have many benefits. The Rose Fitzgerald Kennedy Greenway in Boston is a prime example of this type of creative park development. After burying a congested freeway, the land above the tunnel was reshaped into a series of parks and open spaces that created social space, enhanced views and increased adjacent property values. On a smaller scale, the City of Pittsburg created a pilot program to turn vacant properties into community gardens and greenspace, bringing parks and locally-grown food to formerly underserved neighborhoods.

Green Infrastructure

Cities pride themselves in protecting parks, open space and natural areas providing a green respite from developed land uses in the city. Besides a visual and recreation benefit, these areas are increasing recognized as “green infrastructure” because of the many environmental and ecological benefits they provide.

Parks and natural areas play important roles in stormwater management, carbon sequestration, air quality improvements, urban heat control and cooling, and even water storage benefits. Parks and greenways are also important wildlife areas, corridors for migration, and critical areas for plant and animal species protection. They also protect sensitive areas, such as wetlands, riparian corridors and slopes. Many cities invest in parks as green infrastructure as well as recreation space. For example, New York City has actively purchased open space for over 150 years to protect the

sources of the City's water. This strategy has resulted in 2,000 square miles of protected watershed and saved the City billions of dollars in water treatment costs and reduced water-borne disease.

In comparison to other cities, Wichita has less green infrastructure than many other cities. It provides less parkland than other low-density cities when looking at park acreage as a percentage of the city area. As reported in the Trust for Public Land's 2015 City Park Facts, only 4.7% of Wichita City acreage is park land. In comparison, the median for all low-density cities is 5.9%, and the median for all major cities nationwide is 8.2 %.

Trails & Pathways

Throughout the country, trails and trail-related activities are among the most popular recreation activities in terms of participation across most demographics. Of course, trails are also an important to cities for non-motorized transportation, in providing alternatives to driving, reducing congestion and air pollution, and fostering "active" transportation such as walking and biking. In addition to these benefits, well-placed trails improve access to and use of other parks and recreation facilities. They build social networks by connecting different groups of people. They protect natural resources by channeling trail traffic in appropriate places. They increase recreation tourism and help brand communities as healthy, interesting places that attract residents and businesses and support education. Therefore, linear parks are important for the roles they play in supporting access, connectivity, active transportation, health, recreation, environmental protection, community livability and economic vitality.

The 2015 Kansas Statewide Comprehensive Outdoor Recreation Plan (SCORP) reports on the popularity of walking and other trail-related activities, citing that these activities enjoy the highest levels of participation and that participation has increased. The SCORP also notes that walking is popular because it is low cost and there is little need for equipment or special skills. A survey that was conducted as part of the SCORP found that observing wildlife and use of jogging, hiking, and walking trails were ranked among the top three most popular outdoor recreation activities. The SCORP also reported that trail construction/renovation is the second highest outdoor park and facility need (following upgraded amenities such as parking and restrooms) (KDWPT 2015).

Recognizing the importance of interconnectivity among trail systems, many transportation authorities are also focusing on regional trail planning to ensure that the many agencies planning trails coordinate on the most important routes for traveling through or into an area. The Wichita Area Metropolitan Planning Organization has completed a Regional Pathway System Plan recognizing the importance of interconnected and coordinating trail systems in the region.

Complete Streets

The "Complete Streets" movement is another national trend. Complete Streets is designed and operated to enable safe, attractive, comfortable access and travel for all users. Cities are adopting complete streets policies due to the demand for walking and bicycling. For example, Chicago's complete streets policy states:

> *The safety and convenience of all users of the transportation system including pedestrians, bicyclists, transit users, freight, and motor vehicle drivers shall be accommodated and balanced in all types of transportation and development projects and through all phases of a project so that even the most vulnerable–children, elderly, and persons with disabilities–can travel safely within the public right of way.*

Trends in Recreation Participation

The provision of recreation facilities, programs and services are affected by participation trends. Some activities have had relatively consistent popularity over the years, such as picnicking and playing on playgrounds, and some traditional activities are growing in participation, such as walking and biking. There are also new activities that have emerged in the past 10-20 years, such as skateboarding, disc golf, lacrosse, and geocaching; entirely new ones just beginning to spread, such as Pickleball, foot golf, and stand-up paddle boarding; and older activities re-emerging among different age groups, such as adult dodgeball and kickball. In addition, some activities such as racquetball, tennis and baseball are declining.

Changing participation trends have led to the development of new facilities in park systems around the country. For example, increased pet ownership has led to a strong demand for off-leash dog areas, including larger dog parks, off-leash dog trails, and smaller dog runs. It also changes the types of services provided in parks and in cities, such as an increase in bike sharing and rentals. The

reduction in popularity for some activities has led to a need to retrofit parks to make them relevant to existing users. For example, former roller hockey rinks and tennis courts in some communities are being re-purposed as futsal, (five-player indoor soccer) courts.

Communities must find the right balance in supporting traditional and emerging activities, sometimes providing flexible and multi-use facilities to support different activities or facilities that can be cost-effectively renovated to support changing trends. They must also adjust policies to support changing trends, such as updating a sport field allocation policy that favors traditional youth sports to one that provides for youth and adult play in sports including lacrosse, rugby, Ultimate Frisbee, and cricket. To know what's best in any one community, many agencies conduct periodic user surveys and satisfaction surveys to help gauge changing community priorities and interests.

Additional trends related to the provision of recreation centers are described in Chapter 4, Vision for Recreation Services.

Team Sports & Fitness Activities

As noted in the 2015 Kansas SCORP, participation statewide is declining in many traditional youth sports. Most affected in Kansas are sports such as recreation baseball, fast pitch, flag football, select baseball, swim team and recreation soccer. Sports and Fitness Industry Association (SFIA) data indicate that since 2008, team sports have lost 16.1 million participants nationwide, or 11.1% of all team participants. It notes an increase in specialization participation (e.g., competitive and select sports) and a continued decline in casual (more recreational) participation. On the other hand, fitness activities of an individual nature are increasing, both for youth and adults. In Kansas, there has been a notable increase in youth participation in exercise walking, hiking, kayaking, running/jogging, working out at a club and aerobic exercise. Similarly, fitness and trail running are the fastest growing outdoor pursuits for adults (KDWPT 2015).

The Value of Play

Play is not only important for a child's cognitive, emotional, and physical development, it is also essential for teens, adults, and seniors. Engaging in play helps people of all ages build relationships, reduce stress, generate optimism, foster empathy, take risks, solve problems, increase creativity, and practice mastery. Trends show that more cities are supporting opportunities for people of all ages to engage in play. Rather than providing only traditional play structures for children ages 2-5 and 5-12, cities are striving to create multifunctional, open-ended gathering spaces that encourage young people to bike, skate, climb, swing, free run (parkour), dance, play music, play games, play sports, and have small group meet-ups. Play areas for teens provide physical challenges, as well as social spaces to perform and observe other teens. There are even special play areas for adults and seniors to encourage them to play games, dance, run, climb, swing, exercise, and engage in spontaneous, joyful activities that have no extrinsic goal associated with them – activities that are done simply because people feel inspired to do them.

These play areas take many forms. More communities are providing parks and facilities with different types of play opportunities, such as thematic play, universal play, nature play, water play, and adventure play especially in community and regional parks. Some are individual "activity spots" that are small-scale active or playful recreation features, such as uneven shooting hoops, outdoor ping pong, giant chess board, chess table, skate spots, slack lines, viewing platform, outdoor fitness equipment, etc. New trends mix temporary play opportunities with more permanent facilities. Temporary, pop-up play installations can be fun, artful, educational, and inspiring and can help encourage intergenerational interactions and community-building where it may not currently occur. Features such as bus stop swings, inflatable plaza seating, temporary parklets, interactive art displays, lighting displays, and movable game equipment can help transform any public space into a playful one. These play experiences are being developed throughout cities, including in its public and private parks, plazas, schools, open spaces, and along its trail systems.

Wichita provides 2.1 playgrounds per 10,000 residents, slightly less than the median (2.3) for cities across the nation (TPL 2015). Addressing new trends in play isn't necessarily about providing more playgrounds as much as it calls for providing different types of play options.

Nature-Based Recreation and Education

The need to connect residents the outdoors is reflected in several goals of the 2015 Kansas SCORP that propose enhancing outdoor recreation opportunities closer to where people live (KDWPT 2015). Kansas is also one of 15 states nationwide that passed the Children's Outdoor Bill of Right

that asks agencies to support the rights of children, youth and families in playing and participating in outdoor recreation activities (Outdoor Alliance for Kids 2015).

Wichita has a number of park sites that could help it support these goals. While approximately 56% of Wichita's parks are designed, developed park land, the other 44% are natural areas managed for their ecological value with limited recreation activities beyond walking, running, and cycling (TPL 2015). Wichita currently provides fewer nature centers per 100,000 residents (0.3) than other cities nationwide provide on average (0.4 per 10,000) (TPL 2015). New trends show that there are many ways—beyond the traditional nature center--to facilitate a connection to nature. Outdoor classrooms, interpretive trails with viewpoints and wildlife blinds, community gardens, and nature play areas are growing in popularity and availability.

Several park agencies are striving to take nature-based play and learning to the next level. For example, the Bend Park and Recreation District in partnership with the Children's Forest of Central Oregon is leading a new initiative to create NatureHoods to address what Richard Louv coined as the "Nature Deficit Disorder" (Louv 2008). Modeled around the neighborhood park concept, a NatureHood park or natural area is located within walking or biking distance of most residents and provides special features to learn about and explore nature and healthy living. Schools and community partners are actively involved in designing and programming these sites. NatureHoods not only facilitate educational lessons that expand upon learning done in a school classroom, they also encourage student-created projects that change, protect or enhance the area identified as their Naturehood.

Access to Recreation, Fitness and Healthy Living

To increase recreation participation, many communities are increasingly investing in programs, facilities and park improvements that increase access to healthy living, fitness and recreation for all ages, all abilities and all incomes. While new park and facility access requirements have come online as per the 2010 updates to the ADA Standards for Accessible Design and ABA Standards for Outdoor Developed Areas, there also is a growing number of agency-led initiatives to bring facilities and programs closer to targeted residents.

One example of this trend is the rise of adult outdoor fitness parks. Research has shown that more people prefer to exercise outdoors than indoors, with older age groups showing the strongest preference for being outdoors (Leisure-Net Solutions 2012). Parcourse equipment, which was introduced to the U.S. in 1973, met this need by featuring a number of exercise stations along a jogging path. However, parcourse stations declined in popularity in the early 1980's with the proliferation of indoor health clubs (PlayCore 2013). By 2010, the CDC State Indicator Report on Physical Activity showed that 80% of U.S. Census Blocks did not have workout option within a ½ mile. In addition, most health clubs and recreation centers charged fees for use. Outdoor fitness parks are growing in popularity as a way to support nearby fitness opportunities, no-cost fitness options for people who cannot afford club fees, and all of the health benefits of exercising and playing outdoors.

Some agencies have begun providing mobile recreation programs and equipment to transport recreation opportunities, and more recently healthy living messages, to community events and underserved areas or groups in the City. In Baton Rouge, "BREC on the Geaux" is a traveling recreation program designed to combat obesity and provide recreational activities in EBRP's socioeconomically deprived communities. The program is operated from two colorful, 14-foot box trucks loaded with a variety of active equipment and games for all ages. The program serves up to 40 communities per week during school breaks. BREC on the Geaux is also available for school recess and afterschool activities as well as health related community events with priority given to events held in underserved communities. Parks and Recreation Department staff in Apple Valley, California, have a similar VANtastic and Healthy Beginnings programs to bring education, active recreation, sports and healthy snacks to preschools, private day cares, neighborhood parks and community gardens, where the programs could reach economically disadvantaged children and their families. Working with dieticians and local health providers, nutrition and fitness were incorporated into a three-pronged youth development curriculum. Follow-up surveys showed that the program was highly successful in getting children and their parents to try new activities and foods and continue to make healthy lifestyle changes based on what they learned. Wichita Park and Recreation has embraced the advantage of having a mobile recreation station and instituted Barry's Recreation Station in 2015.

Programming for Seniors and Older Adults

The population in the United States is aging, and the growing senior population in some areas has been so substantial that it has been described as a Silver Tsunami. With healthier lifestyles, people are living longer and many tend to have more active lives than ever before. Many seniors have no interest in the leisure services offered in traditional stand-alone senior centers. As a result, agencies quickly realized that "seniors" could no longer be lumped into a single category and be effectively served. Parks and recreation providers instead have begun to consider the diverse interests and multiple life stages of older adults and seniors in developing facilities and programs that support:

- Fostering health and fitness;
- Developing new skills;
- Learning new activities;
- Engaging in volunteerism;
- Helping those with more serious health issues, mobility concerns and service needs;
- Providing passive and contemplative activities;
- Offering intergenerational interactions; and
- Providing affordable activities.

Most agencies are doing so by integrating senior spaces and programs such as Silver Sneakers into multi-generational recreation centers. Some have partnered with health services to provide facilities that support the health and wellness of more fragile seniors. More and more, agencies are making small changes throughout their park system in signage, pathways, and facilities to address the increasing numbers of people with some type of visual or mobility impairment, which makes the system more accessible to everyone. An evaluation of current recreation programming with Wichita Park and Recreation has identified this as an area of opportunity that will need to be addressed.

Revenue-Generating Facilities

Many agencies are looking to develop parks and recreation facilities to generate revenues and support recreation tourism. For example, multi-field sports complexes with synthetic or natural turf are being developed across the country to serve entire cities, attract regional use, and function as an economic generator by hosting tournaments that attract out-of-town participants. Tournaments at these facilities are heavily marketed with "stay and play" packages, working with local hotels and motels to increase room-night bookings.

Some of these facilities are operated directly by park agencies, while others bring in private operators, such as the Big League Dreams Sports Parks. Working with local economic development agencies, Big League Dreams has a site program that includes scaled down replicas of famous stadiums, multiple amenities, and restaurants. While the City funds facility construction, Big League Dreams operates the sports parks after they are built.

Revenue-generating facilities are not confined to sports. In some communities, large outdoor amphitheaters, performing arts facilities, special event and festival venues, and waterparks are designed as economic generators, but they also serve as place making and social gathering places that are centralized. The challenge for many communities is that few destination facilities generate a profit in early years of operation. Even over time, some generate just enough revenues to recover costs, and others require an annual subsidy to support the recreation opportunities offered. Some cities invest in facilities that require large annual investments because of the larger economic impacts these venues may bring to other businesses in the community. Financial feasibility and market studies, operational pro formas, and business plans are critical in ensuring the long-term operational success of destination facilities.

Aquatics

Swimming is a popular activity nationwide. In most communities, the question is not whether there is interest or a need for swimming; rather, it is whether a city can afford to build and operate aquatics facilities. Cities across the country are striking a balance between the attraction, needs, and willingness to pay for a range of resources from multi-purpose aquatic centers to water playgrounds or interactive water features and fountains.

Trends in developing swimming pools favor the provision of water play elements and more shallow water where the majority of water recreation and pool programs (e.g., swimming lessons and water fitness) takes place. Because swimming pools typically do not fully recover the cost of their

operation, cities are trying to maximize revenue generation from these resources through the addition of water slides, rope swings, water play elements, party rooms or pavilions, and other features. Swimming pools are also being provided as part of larger, full-service recreation center. Leisure facilities may be provided in conjunction with separate tanks to support competitive swimming, given the lower cost recovery for competitive pools.

Recreation trends have also shown an increase in the numbers of interactive water features, a resource Wichita has incorporated at several parks. These features attract high use, especially from children and families. They can be integrated into a wide variety of park settings, including urban plazas. Once built, interactive water features are relatively inexpensive to operate (compared to a swimming pool) because they typically do not require lifeguards since there is no standing water. Unlike water parks, entrance fees are typically not charged for interactive water features because there is no access controlled gate. In recent years, droughts affecting many states are leading communities to consider water-saving features such as pump-operated water play elements and spouts rather than continuous flow fountains.

Golf

Across the country golf courses have been looking to new ways to attract users, particularly younger users, to courses and to the game of golf. This is a direct response to the aging of the primary user group and a need for these large, maintenance intensive assets to serve multiple purposes. New types of programming can be a key to bringing potential golfers to existing courses, attracting interest and shifting the perception of the game. Starting New At Golf (SNAG) is a program and equipment set designed for youth to teach fundamentals and emphasize the fun in playing golf. The adaptive equipment, and even courses, are more accessible and rewarding to young players. The equipment includes oversized clubs, inflatable and stand-up targets as well as science-based training and event programming to teach technique and promote awareness of golf. Other programming trends include foot golf, played with soccer balls by enlarging holes temporarily and events at courses designed to draw new users. A popular event at some courses is bringing golf-themed movies to the fairway, including Caddyshack, Tin Cup, Happy Gilmore and more, drawing on the appeal of outdoor movies and the beautiful setting of golf courses.

Private operators have also found ways to revitalize golf as a social activity, in similar ways to the modern bowling alley. Top Golf, a driving range provider with locations across the US and United Kingdom, has created a model that makes the traditionally practice-based activity of the driving range more of a game unto itself. Social seating for groups, televisions, music, food and beverages and a technology-enhanced, target-based range create an atmosphere that draws people to stay and enjoy the amenities.

3. Where Do We Want to Be?

The PROS planning process provided many opportunities to hear about the community's aspirations, values and needs. Wichitans provided input to all elements of this citizen-driven plan. Community members were involved in this updated Plan through surveys and interactive public meetings. The data gathered from community engagement during the 2008 has remained an important resource. Through the community involvement process, community members weighed in on their values and priorities for parks and recreation.

- Throughout all public forums, community members indicated that they highly value parks and recreation and believe these are important to quality of life.
- Residents recognize that the City is one of multiple providers, but they see a major role for the City in the provision of services.
- They would like to see more features in the parks they use most often, as well as better funded maintenance.
- Overwhelmingly, people would like to see improved trail connections that enable them to participate in the trail-related activities they enjoy and get to parks more easily.
- Residents see a role for the City in the provision of programs, and would like more options to participate close to home and at times that work with their busy schedules.
- Finally, residents support more funding for parks and see this as an important need.

Supplementing the community input was the planning team's technical analysis of the park system, which highlighted a variety of areas where improvement was needed in Wichita, including convenient access to parks, specific resources and services. Both the community's input and the technical analysis played an important role in developing the strategic planning framework which follows below.

Strategic Planning Framework

The Wichita Parks, Recreation, and Open Space Plan is built upon a framework distilled from the input, analysis and prioritization processes conducted during the planning process. This framework outlines the envisioned future of the City's parks and recreation system, serving as the foundation for the PROS Plan direction and its recommendations. It also reflects the five Plan Guiding Policy Principles contained in the Community Investments Plan that set relative priorities at the broadest and highest level for future public infrastructure/facility investment decisions in our community.

Core Values

Core values are the shared beliefs and qualities most valued by Wichita residents. These values will guide all strategies and actions included in the Wichita Parks, Recreation, and Open Space Plan, and the facilities and services provided by the Wichita Park and Recreation Department.

1. **Integrity:** Park and Recreation inspires respect, trust, honesty and accountability through our actions.
2. **Wellness**: Park and Recreation recognizes the importance of enhancing the physical, emotional and cognitive health and development of all residents.
3. **Diversity**: Park and Recreation celebrates community diversity, and strives to provide facilities and services that embrace the needs of residents of diverse cultures, ages, and income levels.
4. **Stewardship**: Park and Recreation values ethical and responsible stewardship of the City's financial, physical, natural, environmental, historical and cultural resources.
5. **Connectivity**: Park and Recreation recognizes the importance of connections between public open spaces and other community facilities, such as schools, commercial areas and other destinations.
6. **Economic Driver**: Park and Recreation is an economic driver in the Wichita region and has a major impact on the community's quality of life.
7. **Create Fun**: Park and Recreation adds excitement and enjoyment to our community through recreational programs.

These PROS Plan core values are also consistent with the following seven core values of the Community Investments Plan: *common-sense approach*; *fiscal responsibility*; *growth-oriented*; *inclusiveness and connectivity*; *cultural richness*; *vibrant neighborhoods*; and *quality design*.

Vision

The Vision creates a picture of success for Wichita's community facilities and services. Chapters 4-7 describe how this vision relates to major functions of the City's system, including recreation services (Chapter 4), park land, recreation resources and trails (Chapter 5), park and facility maintenance (Chapter 6) and management services (Chapter 7). The following vision was described by the community during the 2008 planning process.

> *We envision an interconnected and accessible system of vibrant public spaces, friendly neighborhood parks, thriving natural areas and diverse recreation opportunities that make our city a healthy and active place in which to live, work and play.*

In executing this vision for the system, the Parks and Recreation Department describes the preferred future for the organization.

> *To excel at what we do for the benefit of our community and generations to come.*

Core values

Core values provide the foundation for all services.

A **vision** for the City that illustrates its preferred future for parks and recreation.

A **mission** that articulates the business of the Wichita Park and Recreation Department.

Goals that describe the park and recreation outcomes the City and its residents will strive to achieve.

Performance measures provide a way to evaluate progress towards achieving the goals and overall vision.

Mission

The mission statement, developed by the Parks and Recreation Department, sums up the purpose of the organization.

Wichita Park and Recreation provides high-quality life experiences to the Wichita community through the enhancement of world-class amenities and activities.

Goals

Ten goals were developed to describe the park and recreation outcomes the City and its residents will strive to achieve. The recommendations within this Plan contribute to achieving these goals, and many recommendations contribute toward multiple goals.

- **Goal 1:** Provide safe and accessible parks, open spaces, recreation facilities and programs that help create healthy residents and a healthy community.
- **Goal 2:** Preserve and enhance our unique natural and cultural resources.
- **Goal 3:** Provide facilities that focus on user needs and desires, offer amenities that are appealing to the site specific community, and the facilities have participant safety as the top priority.
- **Goal 4.** Provide Community based education and leisure programs that are oriented for all ages, abilities and are not cost prohibitive.
- **Goal 5:** Preserve resources through sound management and best practices to create a legacy for future generations.
- **Goal 6:** Provide trails that connect community destinations, support alternatives to automobile transportation, and encourage active transportation.
- **Goal 7:** Support life-long human development by providing recreation and learning opportunities.
- **Goal 8:** Foster community ownership, encourage community participation, and promote volunteerism.
- **Goal 9:** Build partnerships and sponsorships in order to leverage resources and work cooperatively toward our vision.
- **Goal 10:** Provide golf facilities that are accessible and meet the needs of all generations, promoting active, healthy residents throughout the community.

Performance Measures

The performance measures set forth below will help the City and community members understand the progress made in meeting goals and implementing the Plan. As the City begins to measure its performance, baseline data will be collected and the goal for the next fiscal year will be set. The Department should track these measures on at least an annual basis, and use them in the development of the annual work plan.

TABLE 4: Measuring Performance of the Planning Goals

PERFORMANCE MEASURES	GOALS									
	1	2	3	4	5	6	7	8	9	10
Percent of recreation program participants who report that their health has improved since participating in a City program or using a	●		●	●			●			●

PERFORMANCE MEASURES	GOALS									
	1	2	3	4	5	6	7	8	9	10
recreation center fitness facility.										
Number of acres of natural and cultural resources preserved.	●	●			●					
Percent of residents who report that the City does a very good or excellent job of providing facilities and services that meet their needs.	●	●	●	●	●	●	●	●		●
Miles of trails provided by the City.	●		●	●	●	●				
Number of participants in City programs.	●			●			●	●		
FTE equivalent in volunteer hours achieved by volunteers in parks, recreation and open space.	●			●	●		●	●	●	
Number of partnerships in place to provide parks, recreation and open space opportunities to Wichita's residents and visitors.	●	●			●			●	●	

Strategic Directions

The Wichita PROS Plan provides a community-supported action plan for the future of parks, recreation, and open space services in Wichita. The strategic directions broadly define areas where the City and Park Department need to undertake planning and action in order to achieve the goals noted above. The recommendations, initiatives and policies within the Plan are all designed to move the City forward in the strategic directions, leading to achievement of the Plan's goals and vision. The strategic directions to achieve Wichita's vision for parks, recreation and open space include:

- Neighborhood-oriented services;
- Vibrant public spaces;
- A balanced and equitable system of services;
- An interconnected system that supports walking, bicycling, and other healthy activities; including Accessibility and access for all citizens
- Renovation, restoration and reinvestment;
- A well-maintained and sustainable system; and
- An adequately funded system

Neighborhood Oriented Services

Wichita will provide neighborhood-oriented services that build community connections, enhance neighborhood identity, and create community livability. Parks and open spaces will provide a place for community gathering and family activities. Parks and facilities will be distributed so that each neighborhood has access to a variety of recreation experiences, without having to go across town to meet basic recreation needs. Recreation services will also be designed to meet local needs, and neighborhood recreation centers will be the foundation of a system of recreation services that connects residents to one another and to the broader city and region. This direction is also consistent with Community Investments Plan Guiding Policy Principle #5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods.

Vibrant Public Spaces

Vibrant public spaces will help build community identity and contribute to a healthy economy. Wichita's parks, urban plazas, special use areas and public spaces will serve a backdrop for healthy community activities and support downtown and neighborhood revitalization. Special use sites such as Botanica and the Ice Center provide unique amenities, making Wichita attractive to residents, visitors, and businesses. Special programs and events enliven community spaces and create activity in downtown and throughout the City. This direction is also consistent with Community Investments Plan Guiding Policy Principle #1. Support an Innovative, Vibrant and Diverse Economy.

Balanced and Equitable System

A balanced and equitable system of parks and recreation services provides a range of opportunities and experiences that meet the diverse recreation interests and needs of Wichita residents. The system of services provides opportunities for people of diverse ages, income levels, cultures and abilities.

Wichita's park system is composed of nine park types. Separately, each park type may serve a limited function, but collectively the parks and open spaces will serve the entire range of community needs. The park system of the future provides a neighborhood or community park easily accessible to most residents, and that has the basic elements needed to support healthy activity, and community and family fun. Other types of parks will provide opportunities to enjoy nature, to protect our unique natural environment for future generations, and to engage in a variety of recreation activities with our friends, family and community. The diverse park system will ensure a range of options and a variety of park experiences for Wichita residents, balancing active uses with passive uses and natural areas with more developed parks.

Services will be provided for all Wichita residents, and resources will be distributed equitably throughout the community to ensure that all have an equal opportunity. However, resources and services will be tailored to differing needs throughout the community, so that people from diverse

income levels, cultures, age groups, and abilities all can find a place within the system of services. This direction is also consistent with Community Investments Plan Guiding Policy Principle #2. Invest in the Quality of Our Community Life.

Interconnected System

Community members consistently highlighted the importance of a more interconnected park system that provides safe places for biking and walking. The PROS Plan improves physical connections by expanding the linear park and trail system, providing connections within Wichita and to the broader region. The Plan calls for improved coordination between parks and recreation and the transit system, and builds on planning efforts such as the WAMPO Pathways Plan. This direction is also consistent with Community Investments Plan Guiding Policy Principle #4. Make Strategic, Value-added Investment Decisions.

Renovation and Reinvestment

Wichita residents place high priority on providing stewardship of existing parks, including the highly valued neighborhood and community parks. However, many of Wichita's parks are aging. Playground equipment, picnic facilities, and other park resources wear out over time. Landscaping becomes overgrown, turf wears out, and heavy use compacts soil. Human activity affects the quality of our natural landscapes. There is a substantial backlog of renovation and restoration needs throughout the park system, pointing to a need for reinvestment in the community. The PROS Plan places an emphasis on renovating existing sites to make them more responsive to community needs, reducing the maintenance backlog. Once renovations are completed, the park system will be easier to manage over the next twenty years. This direction is also consistent with Community Investments Plan Guiding Policy Principle #3. Take Better Care of What We Already Have.

The PROS Plan emphasizes the need for establishing a baseline level of support for park maintenance and for providing a tiered system of maintenance appropriate to each type of park. An expanded park system and the addition of highly landscaped street medians have placed significant demands on park maintenance staff, and many more maintenance demands than can be accommodated given the current staffing, budget, and workload. For example, maintenance standards and cost thresholds should be different for a neighborhood park as compared to regional parks or urban plazas. If the maintenance budget per acre is reduced, the overall quality of maintenance will diminish. This leads to the eventual degradation of a park system that is now valued by citizens as a community benefit. This Plan recommends that maintenance funding be increased to protect our valued assets as our park, natural area, and recreation facility inventory expands.

Adequately Funded System

With the need for new parks and facilities as well as renovations, maintenance and program improvements, the City of Wichita will need to pursue diverse funding sources to realize its vision. This means investigating all available funding options, maintaining and expanding general fund support, aggressively seeking grants, partnerships and donations, and being prepared to act on opportunities when they arise. The development of the PROS Plan is the first step in achieving this adequately funded system. The Plan identifies priories and costs as well as a funding strategy to implement these priorities. Unfunded projects also will be identified and made ready should donors or unanticipated sources become available.

An adequately funded system will also reflect the following overall ranking of public spending and investment priorities as identified in the Community Investments Plan:

1. Maintain and replace what we currently have;
2. Make enhancements to what we currently have;
3. Expand our current system of infrastructure and facility assets.

Through this effort, the City of Wichita will continue to move closer to achieving its full vision for parks, recreation, and open space.

4. Vision for Recreation Services

It is well established that physical activity helps prevent obesity and related medical problems. And there is mounting evidence that providing places to exercise can improve health. Research is also uncovering physical and mental health benefits simply from interacting with nature: reduced levels of attention deficit in children, improved cognitive ability, and reduced aggressive behavior. Recreation programs have many benefits for residents and the city. Recreation programs improve health and wellness, and strengthen connections between people, families, and neighborhoods. Through programs, youth, seniors, and other populations can gain lifelong learning experiences and cultural opportunities. Residents of all ages can experience and learn about nature, and help preserve natural resources. For the City, user fees can generate revenue and help sustain recreation facilities. Programs -- especially special events and sports tournaments -- attract visitors to Wichita and enhance the local economy.

Similar to other cities, the City of Wichita provides recreation centers and programming. The City is one among many diverse recreation providers. Other recreational service providers in the Wichita community include other public, private, and nonprofit organizations. A major challenge of the PROS Plan effort was to identify the future role of the City of Wichita in the context of those services provided by other agencies.

This chapter describes the City of Wichita's future role for recreation services and the planning process that supports this role. Key findings are presented from national trends research on the provision of recreation services, the evaluation of the City's existing services, and input from the public. A recommended recreation service delivery system was developed to meet the needs of residents for the next 20 years. This system makes optimum use of the City's existing recreation centers as well as the skills and resources of other providers, such as the YMCA, the County, and Genesis, to meet community needs.

Recreation Services Today

National Trends

National trends related to the provision of recreation services and community centers were evaluated as part of the recreation services planning process. These findings revealed that most cities like Wichita provide Recreation programs and recreation centers:

- A strong majority of city agencies provide recreation centers. On TPL's list of the 100 most populous cities in the U.S., Wichita is ranked 71st in terms of the number of recreation centers it provides per population. According to benchmark statistics, Wichita's 0.5 recreation and senior centers per 20,000 residents is slightly less than the median of 0.7 facilities per 20,000 residents (TPL, 2015[1]). To reach the median number of facilities Wichita would need 14 recreation and senior centers.

- Comparing the numbers of facilities does not necessarily paint a clear picture for benchmarking. Some cities with many recreation centers are managing several smaller and typically older neighborhood-based community centers that were popular in the past. New trends favor the provision of multi-purpose inter-generational recreation facilities that are larger in size (e.g. 50,000+ square feet), easier to maintain, and more cost effective to operate and program.

- More than 78% of cities who participate in NRPA's PRORAGIS survey (a database for park and recreation agencies) report having recreation/community centers. More than 43% provide fitness centers, 42% senior centers, 27% nature/interpretive centers, and 43% preforming or visual arts/community centers (NRPA 2015).

[1] The TPL report counts nine City of Wichita Facilities

- According to PRORAGIS data, cities provide on average one recreation/ community center per 35,092 residents (NRPA 2015). To meet this average, Wichita would need a total of 10 recreation centers.

- Over 95% of the cities surveyed through PRORAGIS provided some type of recreation programs and services in 2014. This is down slightly from 2010 when 97% of reporting agencies did (NRPA 2015).

- 2014 PRORAGIS data indicated that facility entry fees and program and class fees are the largest sources of direct revenues for reporting departments (at 21 and 43 percent respectively). NRPA notes that park and recreation departments have historically drawn equally from facility entry fees and programs and class fees (with both sources combined totaling about 80 % of revenues), meaning declining revenues following the recession can be associated with decreased fees as well as a decline in the numbers of residents purchasing passes and memberships for park-run facilities (NRPA 2015).

- The average cost recovery for recreation programs through fees and charges is 28% (NRPA 2015). Wichita's cost recovery rate for 2015 is 37%

- There is a trend toward designing programs to deliver specific benefits, such as reducing youth crime, promoting health and wellness, and keeping older adults active and independent.

Recreation Services in Wichita and Service Areas

Recreation services provided by the City, as well as other major agencies were identified, and the City's existing recreation centers were also evaluated. Wichita is uniquely positioned to provide neighborhood-based services. The City also has a number of very successful specialty centers, such as the WATER Center, Great Plains Nature Center, and school-based recreation centers, which it should continue to support. Findings include:

- The City of Wichita is a major recreation provider, and currently offers programs through its Park and Recreation Department and through other City entities, including the WATER Center and City Arts.

- Wichita offers two types of centers: Recreation Centers and Specialized Centers.

- One of Wichita's existing neighborhood recreation centers, Colvin, is a specialized center, located in a school district facility and focused primarily on before-and¬ after school programming.

- Neighborhood Resource Centers are located at the Evergreen and Atwater/Woodard neighborhood centers. These facilities provide a conduit for communication for neighborhood residents. These facilities provide access to meeting space for neighborhood groups, small computer labs for residents' use, notary services. Neighborhood Resource Centers do not have a cost-recovery goal and do not fall under the Park System.

- The City's Recreation Centers are in need of major renovations and/or replacement, and reinvestment of resources to meet modern day expectations.

- Youth programs, senior programs, fitness, community education classes and community rentals are the primary programs offered currently at Recreation Centers.

- The existing neighborhood recreation centers are almost perfectly distributed to serve residents within a 2-mile radius, with the exception of the west part of Wichita.

- The additional Specialized Centers in Wichita include the Great Plains Nature Center, the Wichita Ice Center, and Botanica. City Arts and the WATER Center (both operated by other city departments) are also Specialized Centers. These types of specialized centers are considered to have a citywide service area.

Other Providers

- Recreation services in Wichita are provided by the City, as well as many other agencies.

- One significant provider is the YMCA, which provides mega-centers that service the majority of the City.
- Other significant providers include: the Wichita County Senior Center, Boys and Girls Club, Planet Fitness, Genesis Health Club, Wichita State University Heskett Center, and many non-profit organizations, clubs, and organized sports groups. Other surrounding communities also offer competing recreation services.

Recommended Recreation Service Delivery System

The PROS Plan community outreach efforts reveled that recreation needs differ throughout Wichita and that programming interests and needs vary widely depending on the neighborhood. In addition, there are a variety of recreation providers in Wichita, offering a large range of programs and facilities. These providers are all part of the City's recreation delivery system. All providers must work together in order to most effectively and efficiently meet the full range of community needs.

Wichita's Service Delivery Policy

Wichita's role in delivering recreation services is threefold:

- RS Policy 1: Providing Recreation Center-based recreation services focused on health and wellness, community education and community building;
- RS Policy 2: Providing citywide recreation services focused on special interest areas; and
- RS Policy 3: Supporting tourism and economic development through partnerships, programs and services.

To fulfill these roles, the Park and Recreation Department will continue some current practices and develop new ones. Providing and operating Recreation Centers will be a major focus of the City of Wichita's future efforts in the area of recreation programs. The Department will also continue to operate its very successful existing specialty centers and associated programs, as well as other citywide programs. Finally, the Department will continue to be one of many departments and agencies collaborating on tourism and economic development. Recreation Services Actions that will help the City achieve this policy are numbered below.

Recreation Centers and Programs

The City of Wichita has historically offered Recreation Center-based programming as one of its primary services. The level and type of Recreation Center-based programs has varied over the years -- from the halcyon days in the 1970s when most of the existing Recreation Centers were constructed, to today when center-based programming is still provided but has less funding and is less robust.

The PROS planning process showed that residents would like access to nearby programming, but current options are not well-suited to their needs. The analysis showed that the City is well-positioned, given the existing facilities and strengths, to revive its neighborhood-oriented programming through Recreation Centers and serve a broad range of Wichitans. This section describes how the Recreation Center model can be reinvigorated. The Park and Recreation Department will increase its focus on recreation services.

Benefits of Recreation Centers

RS-1 Focus recreation services provided through the system of Recreation Centers on the following benefits to Wichita residents:

- Provide positive leisure experiences for all residents;
- Provide opportunities for youth development and mentoring;
- Build friendships, strong families and sense of community;
- Promote health, wellness and fitness;
- Provide opportunities for life-long learning and skill development;
- Connect residents with City and community services;
- Provide meeting space for community organizations; and
- Provide a safe place to play, learn and grow.

These are the benefits most suited to the Recreation Center model, and are also those identified as the highest priorities through the PROS Plan public involvement process.

Programs

The Department will create and deliver recreation programming that foster healthy decision making and outcomes. Facilities will offer programming based on specific community needs as identified in regular surveys. Programs will be designed with goals and objectives that are attainable and advance the health and well-being of each participant physically, socially, and emotionally.

RS-2 The following core program areas will be provided by Recreation Centers:

- Fitness and wellness programs;
- Out of school programs (before and after school, no school days, vacations and holidays);
- Socialization and drop-in opportunities;
- Youth development programs;
- Environmental education;
- Lifelong learning/Special interest determined by local desires;
- Rentals (meetings, parties and celebrations);
- Special events (indoor and outdoor);
- Food programs for low income residents (children and adults);
- Information and referral;
- Connection to City of Wichita services; and Volunteer programs.

A variety of individual programs could be offered in each of the areas described in RS-2. Programming will vary by center and be neighborhood-driven. Attendance and cost recovery will also be factors in determining the programs provided or continued, however the desire is to maintain a program mix that is not cost-prohibitive.

RS-3 The Park and Recreation Department utilizes district-based representation through the Board of Park Commissioners to advise on program, polices and facility management issues.

Tourism and Economic Development

The Park and Recreation Department is one of many departments and agencies within Wichita that support tourism and economic development. The Department's role is to be a partner in economic development, supporting the City's economic development and tourism promotion initiatives. This role includes providing support and venues for citywide events and activities organized by others, potentially providing citywide events and activities and actively partnering with others.

RS-4 Continue to be a partner in tourism and economic development initiatives

Sports related services to promote travel and tourism to Wichita. The Department role is to be an economic driver in the Wichita region and has a major impact on the community's quality of life.

Citywide Recreation Services

Wichita offers citywide recreation services through its specialized centers and through events and activities at its regional parks, golf courses, and special use parks. These citywide programs are very successful.

RS-5 Continue the programming provided at the existing specialized centers, which are excellent facilities that fulfill specialized functions.

RS-6 Avoid developing additional specialized centers. Needed programs should be provided in Recreation Centers.

RS-7 The City should also continue to provide the events and activities supported by its regional parks, golf courses, and special use parks.

Transitioning to the New Service Delivery Model

In moving toward and testing the Recreation Center model, new facility development is crucial to maintaining programming needs in the community. Current facilities are limited by space restrictions

and outdated designs. This drives the need for replacement plans for Recreation Centers that are not capable of meeting the needs of the community, including those that are non-compliant with ADA codes. The department will also work to maximize current usage with minor renovations to existing space to increase participant involvement in programs and services. This focus will ensure that in the Wichita will be able to enjoy facilities that focus on user needs and desires, offer amenities that are appealing to the site specific community, and have participation and safety as the top priority.

Finally, a long-term plan for center-by-center renovation should be developed and implemented to update existing Recreation Centers to meet community needs. While program improvements can begin immediately, recreation center improvements may span many years, depending on funding availability. Facility improvements to support this plan are described in Chapter 5 of this Plan.

Additional Recommendations

Based on the desired service delivery model for City of Wichita programs and the roles identified for the City, this section outlines key recommendations for recreation program improvements, and describes priority program and management improvements.

Program Management

Partnerships

AR-RS-1. Develop partnerships for operations, facility development, and renovation. For example:

- Partner with the medical community, e.g., hospitals, physical therapists, etc., in the development and programming of Recreation Center fitness rooms.
- Partner with local environmental and conservation organizations to provide programming about wildlife and the local environment. This type of partnership would bring existing programs into Neighborhood Centers.
- Partner with local restaurants or culinary programs to offer a café that serves as a community gathering space for all ages.
- Partner with area businesses and service clubs to expand program scholarships.

Staffing

AR-RS-2. Provide a Center CSR to greet and direct visitors and provide security within the facility.

AR-RS-3. Expand Recreation Supervisor responsibilities to address more than one Center, leveraging the professional training these staff members currently have.

AR-RS-4. As programming and participation expands, consider the feasibility of hiring specialty staff that would serve multiple centers, e.g., an art specialist or therapeutic recreation professional.

Performance Measures

AR-RS-5. Consistently track attendance, revenues, and cost recovery across all programs and Centers to ensure comparability.

AR-RS-6. Develop and implement a standardized program evaluation system to measure the achievement of benefits described in this Plan.

AR-RS-7. Meet overall cost recovery goals of 30-50% system wide for Recreation Centers. Some Centers may recover more costs than others, depending of the demographics of their surrounding neighborhood.

AR-RS-8. Similar types of programs should track attendance in a consistent manner Department-wide. Use the following guidelines for tracking participation:

- Track the number of attendees for special events, drop-in activities and facility attendance;
- Track participant hours for classes, leagues and workshops, as well as other program types that rely on registration for a scheduled activity; and

- Track the number of units for items sold, such as rounds of golf or swim passes.

AR-RS-9. Regularly review programs to determine whether they meet participation and revenue goals. If performance does not improve, low performing programs should be changed or discontinued.

AR-RS-10. Periodically evaluate local, regional, and national recreation trends and incorporate trends knowledge into program design. As part of this effort, track trends in sports and recreation activities and consider public outreach methods (questionnaires, surveys, etc.) to obtain public input on trends and preferences.

AR-RS-10A Release surveys after new programs are implemented and track results. Focus on releasing surveys to new participants to assist in participant retention rates.

Communications

AR-RS-11. As part of the departmental communications and outreach initiative described in Chapter 7, create a marketing plan to increase community awareness of Wichita's delivery system for recreation and the services available at Recreation Centers. This should include multiple methods of outreach, moving beyond the program guide currently provided on the City's website and social media outlets in-line with current best practices in the marketing community.

AR-RS-12. Continue to streamline registration processes, e.g., develop web-based registration, membership codes for activates, etc.

AR-RS-13. Research information about incorporation of transit routes in program guides and event announcements.

Program Provisions

Program Oversight

AR-RS-14. Develop informal methods for directions and improvements to each Recreation Center.

Variety of Programs

AR-RS-15. Provide programs in a variety of formats, including ample drop-in activities, one time and short term programs to provide recreation opportunities to residents with limited time availability.

AR-RS-16. Offer Neighborhood Center programs at a variety of times, such as various times of the day, days of the week, and seasons of the year. Provide a variety of program delivery formats, including self-initiated drop-in activities, on-going or multiple week classes, short workshops, trips, and special events.

AR-RS-17. Provide programs with a range of costs, including free. Consider increasing some program prices and developing a scholarship fund to promote access to individuals with limited means.

Suggested Program Improvements

AR-RS-18. Expand fitness center hours to a minimum of 7 AM to 9 PM, Monday through Saturday.

AR-RS-19. Focus on health and wellness initiatives for residents as a programming model for Recreation Center fitness centers and offer opportunities for under-served populations in the community.

AR-RS-20. Market fitness programs through health care providers.

AR-RS-21. Partner with schools and non-profit organizations to provide local special events, such as concerts, plays, etc.

AR-RS-22. Expand recreation opportunities for families by providing programs and activities that are multi-generational, or by offering different age groups and interest activities during the same time slot.

AR-RS-23. Offer programs that foster cross-generational and cross-cultural interactions in addition to more traditional age group-oriented programming. Examples include a senior and preschooler walking or exercise program or an oral history project involving seniors with other adults and children of diverse backgrounds.

AR-RS-24. Focus Recreation Center youth programing on birth through young adults.

AR-RS-25. Provide senior programs focused on older adults (50-60), active elders (60+), and frail elders at each Recreation Center.

AR-RS-26. Integrate and include people with disabilities into programs, and provide adaptive programs.

AR-RS-27. Train recreation and customer service staff to be more aware of the needs and ability of people with disabilities to access parks and facilities.

AR-RS-28. Increase diversity in program participation by employing a variety of strategies:

- Involve people of diverse cultures in planning, designing and implementing recreation programs;
- Increase public awareness and outreach to diverse groups;
- Partner with cultural and ethnic organizations to reach underserved populations;
- Design some programs to meet the interests of different ethnic groups; and Provide program materials, brochures and flyers in different languages and provide guidance as to whether different languages are needed at some Recreation Centers.

AR-RS-29. Offer a variety of volunteer opportunities at each Recreation Center. Advertise through the Department wide volunteer coordinator discussed in Chapter 7, as well as locally.

AR-RS-30. Increase outdoor and environmental programming. Consider nature-based activities for day camps, playground programs, and outdoor clubs with an emphasis on outdoor excursions and adventures, outdoor tours and activities for different age groups including seniors.

AR-RS-31. Provide environmental education activities at Recreation Centers and parks using local volunteers, nature kits, and observations of neighborhood wildlife and native plants. For example, use the checkout kits available at Great Plains Nature Center to provide nature programs at the Recreation Centers.

AR-RS-32. Provide field trips to larger natural areas, such as Wichita Wild areas.

AR-RS-33. Collaborate with City Arts, operated by another City department, to bring arts programming out into the neighborhoods and into other City park sites.

AR-RS-34. Provide urban camping and fishing experiences, at Recreation Center sites and through trips to local sites.

AR-RS-35. Consider offering programs at other locations if needed to meet needs, especially in unserved areas or areas with populations that have a great need, e.g., outdoors in parks, in Community Buildings, in schools or facilities provided by others.

5. Vision for Park Land, Recreation Resources and Trails

Wichita has a strong base of parks and recreation resources to build upon. However, improvements such as preservation of existing assets, modernization, and renovation, as well as acquisition and development of new parks and trails will all be necessary to support the community vision.

This chapter highlights the improvements that will be needed, with policies, actions and additional recommendations that will guide the City in strategically investing in Wichita's parks, recreation and open space system. The vision for parks land, recreation resources and trails is long-term and may take longer than twenty years to implement. These improvements will take a strong commitment from residents, the Park and Recreation Department, partner agencies and organizations, and the Wichita City Council.

The System of the Future

Wichita's park system of the future builds on the City's legacy of parks as a central focus for community gathering and activities. Community will continue to be a key element of Wichita's park system of the future. The City's parks will contribute to the sense of community and provide places to relax, refresh, play and explore. The system of park land, recreation resources and trails will offer a diverse yet integrated network of places, activities and services that are widely valued and enjoyed. Future consideration and resources will be focused on downtown development and increasing downtown park infrastructure to create place making opportunities and enhance the vibrancy of downtown.

Map 2 illustrates Wichita's park system of the future. The system reinvests in existing park and facility resources to continue providing the assets people value most. In the long term, the park system of the future will extend the pattern of parks, resources, and trails that residents within current city limits enjoy out to the planned 2035 growth area. The system of the future also includes an interconnected network of trails and pathways, providing connections within Wichita and to the larger region, including systematic, opportunity-based integration of Wichita parks and open space investments with similar public investments made by Sedgwick County and other cities in Sedgwick County.

Map 2: Park System of the Future includes symbols depicting the following types of improvements:

- **Major Renovation or Development of Existing Site:** This symbol identifies existing parks in need of significant reinvestment. Mostly community and regional parks, these sites are targeted for significant upgrades.

- **Change of Use:** This symbol indicates that an existing park should be repurposed to meet community needs.

- **Proposed Park Target Area:** This symbol identifies an area where a new park is needed to meet future needs. Select sites are indicated to be home to future recreation buildings and aquatic facilities.

- **Priority Pathway Alignment:** This symbol depicts regional and citywide pathway alignments identified as priorities by either the Pedestrian Master Plan or by the City of Wichita.

Park Land

This discussion about park land is organized into the following subsections:

1. **Overall Policies, Actions and Recommendations:** discussing policies, actions and recommendations that apply to the entire park system or to entire categories of parks;
2. **Design Guidelines:** presenting size, access, and resource guidelines for each park classification;
3. **Recommendations Within City Limits:** addressing improvements at Wichita's existing parks and new parks needed to serve residents within current city limits; and
4. **Recommendations Within Wichita's 2035 Growth Area:** discussing the new parks needed to serve future needs in the 2035 growth area.

Overall Park Land Policies

PRT Policy 1: Provide a public park within a reasonable distance for ease of accessibility to all Wichita residents.

PRT-1A Look to existing park land first, regardless of park classification, when trying to fill a community need. Consider repurposing a park or adding new uses to respond to community needs or fill deficiencies.

PRT-1B To meet the needs of underserved areas, acquire new sites or seek strategic partnerships that provide access to existing and planned open spaces; such as elementary school grounds.

PRT-1C Proactively target acquisition of new park sites in Wichita's 2035 growth area in advance of development.

PRT-1D Actively seek opportunities to coordinate new park locations with schools, libraries, and other public facilities.

PRT-1E Strive to provide a natural area park, or Wichita Wild site, within a reasonable distance of every Wichitan. When this is not possible (e.g., no natural resource sites are present in the areas), incorporate environmental features such as a rain garden, water quality feature or native plant demonstration area within a park in the area and provide interpretive signage about the feature.

PRT-1F Acquire or otherwise protect high resource value conservation areas and greenways, regardless of whether an area is already served by another site.

PRT Policy 2: Implement the design guidelines for each park classification to ensure that each park can fulfill its function within the park system. The resources present within a park define and support the park's function. The design guidelines are presented in Table 5.

PRT-2A Acquire only those sites consistent with the direction of this Plan, unless property is acquired for the purpose of trading or selling to generate revenue.

PRT-2B Ensure that park master plans are developed prior to making major improvements at existing park sites or building new parks. The design guidelines contained within this Plan should be used to develop a preliminary design program. The master planning and design process should engage the community and take into consideration community demographics, historical and cultural background, recreation trends, potential partnership opportunities, and resource deficiencies noted during the PROS Plan process.

PRT-2C Identify maintenance and operations impacts for each planned addition to the park system in consultation with parks maintenance and recreation programming staff to ensure that capital projects decisions incorporate an analysis of project impacts.

PRT-2D Promote conservation ethics and environmental sustainability by incorporating green building practices throughout the park and recreation system, especially those which will result in lower operations costs.

PRT-2E Support the use of reclaimed water for the irrigation of city parks, open space areas and golf courses, where economically feasible.

PRT-2F Provide interpretive signage about the historic, cultural and natural environment throughout the park system, where appropriate, to increase opportunities for self-directed education.

PRT-2G Allow new standalone partnerships, which includes memorials in regional or special use parks, such as those found in Veterans' Memorial Park and Botanica. Memorial trees, benches, and site amenities can be incorporated into parks of other types, if the City develops a gift program.

PRT-2H Continue to expand public private partnerships, such as the Ice Center, Wichita Park Foundation.

Additional Park Land Recommendations: Access

AR-PRT-1 Continue to assess transportation barriers affecting the ability of parks to serve neighbors effectively. Incorporate access efforts in conjunction with the Bicycle and Pedestrian Master Plans in order to promote the provision of sidewalks, multi-purpose pathways, curb cuts, and crosswalks to accommodate pedestrians and cyclists and to increase access to park resources.

AR-PRT-2 Continue to work with Wichita Transit on the location of bus routes and stops to promote access to parks and park resources.

AR-PRT-3 Continue to build on existing ADA transition Plans and conduct a more detailed accessibility review of outdoor recreation areas to remove barriers at parks. This effort will result in a project list, which will require capital project funding.

AR-PRT-4 Continue to provide internal pathways connecting park elements within all parks.

Additional Park Land Recommendations: Partnerships

AR-PRT-5 In the downtown redevelopment area, collaborate with other departments to create a connected system of urban parks by incorporating pedestrian linkages, boulevards, public amenities and art work to meet recreational needs and support livability.

AR-PRT-6 Continue the GPNC partnership

AR-PRT-7 Support the efforts of other departments and agencies to preserve natural resources through participation and input in planning and regulatory processes.

Additional Park Land Recommendations: Ongoing Reinvestment

AR-PRT-8 Plan for tree canopy replacement in City parks, which will be expanded with utility franchise fees.* Many of Wichita's parks have mature trees that contribute greatly to

the park system's character. Residents have identified trees and shade as important park elements. Tree replacement plans should be developed and implemented so that young trees are planted and become established before older trees die off.

AR-PRT-9 Develop and implement a playground replacement program, which would include an annual budget to replace playgrounds on a scheduled basis to ensure that the system of playgrounds remains high quality. This would continue on the Department's recent initiative to replace playgrounds throughout the park system, many of which were aged and out of compliance with current safety standards.

AR-PRT-10 Include a budget annually for site amenities and facilities. This budget would fund new amenities and replacement of aged amenities and facilities. Regular investment in site amenities and facilities will keep up the assets in the park system.

* Utility franchise fees from Westar have been added to the Forestry budget as of the 2016/2017 Budget

Design Guidelines

In Table 5, design guidelines are provided for each park classification. The table lists the park classification, the definition of that classification, and considerations about size and access. It also includes information about resources to provide or avoid:

- The "Minimum Resources" column identifies the basic resources that should be provided in parks of that classification.
- The "May Include Additional Resources" column identifies resources that are also appropriate within parks of that classification if there is space, funding, or community interest.
- The "Does Not Include Conflicting Resources" column identifies resources that are not compatible with a classification's function.

During the planning process, each park was evaluated using the design guidelines to determine if it was in compliance. Results of the evaluation were incorporated into the Community Resources and Needs Assessment Part I, contained within the Technical Supplement to this Plan. Improvements to bring all existing parks up to the guidelines are incorporated into the recommendations for existing parks.

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INSERT TABLE 5: DESIGN GUIDELINES

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Recommendations Within City Limits

The park-specific recommendations include a broad variety of improvements at many of Wichita's existing park sites. The recommendations are presented in Table 6, and were derived from numerous efforts during the planning process. The recommendations incorporate findings from a site-by-site condition evaluation, an analysis of design guideline compliance, the results of the park land and recreation resource needs assessment, and public priorities identified during the first two phases of the planning process. These recommendations were updated in 2016 to reflect progress in implementation.

The recommendation categories indicated in the table are defined below.

- **Maintain Existing Resources:** In many cases, the existing recreation resources at a park are doing a fine job of serving community needs and are in good condition. This is often due to the playground improvement initiative undertaken by the Department in recent years. The critical recommendation for these sites is to ensure a level of maintenance that preserves the assets and to keep up regular reinvestment in existing resources. This ensures that the parks continue to be a positive influence on the surrounding community. Some of these sites could accommodate additional resources in the future, if the community requested it.

- **Site Amenities and Signage**: This category captures the smallest, but not least important, improvements to park sites. Site amenities include a wide range of shelters, park furniture (benches, picnic tables, etc.), drinking fountains, trash receptacles and other features that make park visits more comfortable and pleasant. Signage at a park would typically include at least a park entrance sign that clearly identifies the name of the site so that residents understand it is a publicly owned site available for use. Additional signage might include wayfinding signs that indicate where important sites within or around the park are located, directional signs helping visitors find the park from major roads, or interpretive signage to tell an important story about the site or resources within it. Not all sites will have additional signage needs but larger parks and natural areas would include more than smaller neighborhood sites. After analyzing the park inventory and design guidelines, 26 sites have been identified as needing additional site amenities or signage.

- **Minor Renovation:** Wichita's parks are deficient in resources or have several features in need of major repair or replacement. This category includes parks that need a tennis court resurfaced or replacement of field equipment. Parks in this category may also need signage or site amenity improvements along with the other renovations. Buffalo Park is an example of a park that underwent a renovation in recent years that upgraded the play structure and generally improved the neighborhood park experience. The minor renovations category includes the level of improvements undertaken at Buffalo Park, and many of Wichita's parks are in need of innovative features. Many of the sites are in need of a new or renovated playground. Master planning or design consultation should take place before minor renovations occur. In the case of Buffalo Park, the Department's in-house landscape architect designed the improvements.

- **Major Renovation:** In order to meet the design guidelines and fulfill their function within the park system, a number of parks require major additions or renovations. A major renovation is an effort that results in a major new resource being added to a park or the renovation of multiple existing resources. This type of project would generally cost $1 million or more in 2016 dollars, and would result in a significant reinvestment in an existing site. Many of the park sites in need of major renovation are community or regional parks that lack restrooms for visitors coming from across town or from out of the area. Other major improvements include adding facilities such as picnic shelters, skate parks and recreation centers to meet access needs throughout the community. There are multiple parks that have been identified for major renovation, and are depicted on Map 2, Park System of the Future as well as being listed in the table. Master planning and design will be needed for each of these sites, and the level of effort required may be beyond internal Department staff workload capacity.

- **Park Land Acquisition**: For new park and recreation resource needs in locations where the City of Wichita does not currently own property, new park sites will need to be acquired. Multiple park areas throughout the City will need to be evaluated needed to

address underserved areas, lacking parks or recreation resources. Map 2, Park System of the Future, which incorporates elements of the Downtown Master Plan, Bicycle Master Plan and Pedestrian Master Plan, depicts new sites within city limits as well as new sites in the 2035 growth area.

- **Development:** Several existing sites will require full development, as will additional new sites targeted for acquisition within city limits. The level of development can range widely, depending on the size of the park and on the design program. This might include only provisions of the basic resources required by the design guidelines but changes could be more extensive. New park development includes master planning and design, construction documents, site preparation work, utilities and infrastructure and the construction of the planned park design. This category of recommendation also includes the construction of a new neighborhood or pocket park area within an existing park of another classification, and in a few cases, complete redevelopment of an existing park, essentially starting from scratch. Within the city limits of Wichita, there are additional sites that will need to be either renovated or developed. In addition to listing in the table, existing parks requiring full development are depicted on Map 2, Park System of the Future.

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Recommendations Within Wichita's 2035 Growth Area

Wichita's 2035 growth area will extend development beyond the current city limits, creating a need for new parks and recreation resources to serve new residents. There will be additional need for public park sites to be proposed within the 2035 growth area. These sites are depicted on Map 2, Park System of the Future. Map 3 depicts the proposed park sites with numbers corresponding to Tables 6 and 7.

The areas listed in Table 7 are envisioned to be at least the size of a community park, since each site will need a full range of resources and will serve a relatively large area. Table 7 identifies the new parks needed in the growth area.

TABLE 7: PROPOSED PARKS OUTSIDE OF THE CITY LIMITS

PARK SITE	RECOMMENDATIONS
Proposed Park -9	Develop master plan consistent with design guidelines.
Proposed Park -10	Develop master plan consistent with design guidelines.
Proposed Park -11	Design master plan to meet community park design guidelines. New neighborhood center. Add sports field.
Proposed Park -12	Develop master plan consistent with design guidelines.
Proposed Park -13	Develop master plan consistent with design guidelines. New neighborhood center. Add skate park, sports field, and picnic shelter.
Proposed Park -14	Develop master plan consistent with design guidelines.
Proposed Park -15	Develop master plan consistent with design guidelines. New neighborhood center. Add picnic shelter and sports field.
Proposed Park -16	Develop master plan consistent with design guidelines.
Proposed Park -17	Develop master plan consistent with design guidelines. New neighborhood center. Add skate park and picnic shelter.
Proposed Park -18	Design master plan to meet community park design guidelines. New neighborhood center. Add sports field.
Proposed Park -19	Develop master plan consistent with design guidelines.
Proposed Park -20	Develop master plan consistent with design guidelines. Add dog park.
Proposed Park -21	Develop master plan consistent with design guidelines. Add sports field.
Proposed Park -22	Design master plan to meet community park design guidelines. Add skate park, picnic shelter, and restroom.
Proposed Park -23	Develop master plan consistent with design guidelines.

Recreation Resources

Individual parks range greatly in terms of the resources available at the site. The mix of resources can vary from those supporting more passive uses, such as a picnic shelter within a park, to those supporting highly active uses, such as a sports complex for softball or soccer. Different resources also have different levels of development and programming. Recreation resources can be designed to serve different audiences, geographic areas, and population sizes.

Community input throughout the PROS planning process indicated that some residents believe that recreation resources are not evenly distributed throughout the community, or that more resources are needed in parks, generally. The technical analysis conducted during the planning process corroborated that in some cases there is uneven distribution or a general lack of resources, including active resources such as basketball courts.

This section includes recommendations for resource improvements within Wichita's park system. It is anticipated that the resource improvements discussed in this section can be provided within existing parks or in planned new parks. Table 6 shows the recommended resource improvements for each park site.

The recreation resource improvements recommended in this section are organized into the following categories:

- Recreation Facilities;
- Aquatic Facilities; and
- Other Resources.

Recreation Facilities Policies

PRT Policy 3: Provide recreation centers to support the Recreation Service Delivery System described in Chapter 4. All Recreation Centers are currently functionally obsolete and are not meeting the needs of our Recreation Programming. To meet the needs of the public these centers are in need major renovation. However, it would be preferable and more cost-effective to have them completely replaced. Specific actions and recommendations for recreation centers are organized by center type.

Mega-Centers

PRT-3A Do not pursue building mega-centers, a line of business that is not recommended for the Park and Recreation Department at this time. In Wichita, the YMCA serves as the primary provider of Mega-Centers, and most of the City is already served by the YMCA when the 5-mile service area radius is considered.

PRT-3B Maintain and continue to invest in the existing specialized centers owned and operated by the Park and Recreation Department: Wichita Ice Center and Botanica. Both facilities are top quality and in good condition.

PRT-3C Continue to support and provide the City's share of improvements to the Colvin Recreation Center, which are incorporated into school facilities, and the Great Plains Nature Center, a multi-agency partnership.

Recreation Centers

Most of Wichita's existing community centers are classified as Recreation Centers. These Centers provide information or access to other City services as well as recreation opportunities. Wichita's Neighborhood City Halls also provide information and City services to and are located adjacent to Recreation Centers, including the Evergreen Recreation Center and the Alley/Stanley and Colvin Specialized Centers.

PRT-3D Emphasize flexible multi-use spaces rather than highly specialized spaces in Recreation Centers

PRT-3E Strive to provide Recreation Centers within a reasonable distance for residents, but avoid duplication with other service providers.

PRT-3F In addition to indoor facilities, Recreation Centers should be located in a Community or Regional Park that provides the following outdoor facilities:

- Picnic areas
- Group picnic areas
- Walking paths
- Playgrounds

- Aquatics or interactive water features
- Turf areas for outdoor programs
- Small amphitheater area or outdoor performance stage
- Outdoor sports courts and fields
    - potential opportunity for growth.

Rental Facilities

PRT Policy 4: Maintain the existing rental facilities. These serve an important function for the community and are currently rented for climate controlled party and event space.

PRT-4A Consider using existing rental facilities to provide some programs in areas unserved by Recreation Centers. Rental facilities may be used to provide additional space for programs that cannot be accommodated in Recreation Facilities or to provide additional program space in targeted areas, such as very low income or high density neighborhoods.

PRT-4B When existing rental facilities require major renovation (where renovation would cost $200,000 or more, in 2016 dollars), consider whether the building should be fully renovated or replaced with a new facility or if a combination of other facilities would better meet community needs. For example, in some cases a community building could be replaced by a picnic shelter and a freestanding restroom, possibly in combination with an interactive water feature, and the new resources would fulfill the same function as the existing facility.

PRT Policy 5: Consider developing additional facilities if the proposed building is located in an area unserved by an existing Recreation Center and could be expanded in the future to meet Recreation Center requirements.

Additional Recreation Facility Recommendations: Existing Facilities

AR-PRT-11 Wichita's existing Recreation Centers were built between the late 1960s and the early 1980s. Buildings of this age typically should have had several rounds of major maintenance and upgrades, and will have adapted better or worse to the current programming needs of the communities, depending in part upon the flexibility of the original design. Analysis conducted during the PROS update process indicated serious problems with the buildings, including issues related to HVAC, roofing, flooring and ADA access. Additional issues at all Recreation Centers are a lack of advanced security systems and sightlines, which impede the ability to monitor entrances and activity areas throughout the building. In some cases, the inability to monitor entrances and activity areas at the same time necessitates additional staff, which increases operating costs or results in fewer hours of operation.

Replacement for the existing Recreation Centers is recommended in lieu of renovation. The cost-benefit analysis indicated that renovations would not be an efficient allocation of financial resources. Replacement of the centers would also better reflect current trends in design, that include more space, more natural light, better line of sight and more square footage (50,000 sq. ft.), which can accommodate current program requirements.

AR-PRT-12 In the short-term, implement major renovations at existing Neighborhood Centers that would substantially improve program provision opportunities. For example:

- Provide showers
- Renovate fitness centers
- Provide room dividers to divide gymnasiums into two program areas where possible
- Develop community information spaces
- Provide internet service for staff and the public, including wireless internet service
- Make ADA improvements, that reflect 2010 ADA Standards for accessible design
- Evaluate outdoor space and determine how it could better meet program needs according to guidelines provided in this document

AR-PRT-13 When building new Recreation Centers or undertaking major renovations, provide flexible use spaces that support the program areas identified in Action RS-2. Table 8 outlines an ideal package of indoor facilities to provide at Recreation

AR-PRT-14 Centers and their estimated square footage requirements.

TABLE 8: IDEAL NEIGHBORHOOD CENTER INDOOR FACILITY REQUIREMENTS

ROOM TYPE	ESTIMATED SPACE REQUIREMENTS (SF)
Small Multi-Purpose Room	4,000
Kitchen Facilities	2,000
Classrooms @ 1000 sf/ea.	2,000-10,000
Arts & Crafts Room	2,800
Game Room	2,800
Computer Lab	2,000
Dance/Exercise	4,000 – 10,000
Weight Room	3,000
Gymnasiums	25,000
Locker Rooms	2,000
Social Lounge/Café	3,000
Lobby/Hallways/Information	2,000-3,000
Reception Desk/Office	1,000-1,500
Other Office Space	600-2,000
Restrooms	1,200-2,600
Storage/Supplies	2,000-3,800
Misc./Mechanical Rooms	2,000-3,800
APPROX. SQ FOOTAGE	**50,400-101,000**
APPROX. # OF USERS	**800-2,000**

AR-PRT-15 Develop a long range plan (10-15 years+) for complete center-by-center replacement to meet the ideal center model and reflect contemporary design practices.

Additional Recreation Facility Recommendations: New Recreation Facilities

AR-PRT-16 The following steps describe the recommended approach to providing new Recreation Centers, once the service delivery model (described in Chapter 4) is tested and is a success:

- Assess the need for Recreation Centers in areas that are not well served by existing facilities. This assessment should be based on the demand for Recreation Centers in those unserved areas, and should take into account the recreational choices already available and utilized by residents of those areas.
- Areas that do not lie within reasonable distance of another provider, such as the YMCA, should be a higher priority.
- Acquire community or regional parkland of adequate size in central residential areas that lie within Wichita's 2035 growth boundary to accommodate future Recreation Centers.

- Co-locate future centers with other community facilities, such as libraries, schools, and police or fire facilities when feasible.
- Create community partnerships to develop and operate specific facilities within each Recreation Center when possible (see Chapter 4 for examples).
- When areas that lie within Wichita's 2035 growth boundary reach a significant population density, a Recreation Center should be developed to serve these areas.
- Recreation services facilities should be constructed in areas that have the need, based on the needs assessment, and have indicated

Aquatic Facilities Policy

There are both swimming pools and water playgrounds in Wichita, all of which are seasonal outdoor facilities. As of 2016 there are 10 swimming pools in Wichita, 9 of which are operational. Most are located in conjunction with a community center, whether a Recreation Center, Specialized Center or other facility. During the PROS planning process, the Aquatics Master Plan was also developed and identified changes to existing structures and the nature of aquatics recreation service delivery for the area.

There are other swimming pool providers in Wichita, most significantly the YMCA, Genesis Health Clubs and Wichita Swim Club. In addition, the City of Derby operates the Rock River Rapids, a regional water park. The City of Goddard is in the process of developing a regional aquatics facility with multiple amenities. The PROS planning effort identifies Wichita's niche in aquatics in order to plan for facilities that are not redundant with other providers' facilities.

PRT Policy 6: The City provides a distinct service— outdoor aquatics— throughout Wichita. The City should retain this service niche and continue operations where feasible and supported by attendance and revenues. The City should strive to provide an outdoor swimming pool within a reasonable distance of most residents. This is consistent with public involvement results, where residents indicated a willingness to travel of between 5 and 20 minutes to a swimming pool.

PRT 6-A Additional pools will be needed in the future in order to provide swimming pool service to Wichita's 2035 growth area. The needs of the Wichita residents have been assessed with the Aquatics Master Plan. Those areas outside of the service area of any provider (including the YMCA and other cities) should have a higher priority for new water playgrounds.

PRT 6-B Continue partnership with the Wichita Swim Club and continue efforts to support the Kansas Area Water and Streams.

Additional Aquatic Facilities Recommendations

AR-PRT-17 Make short term improvements and plan for long-term improvements at Wichita swimming pools.

Table 10 identifies the schedule for openings and closings for the existing City pools for the next seven years. All swimming pools, except for College Hill and Harvest, are recommended for a major renovation in the coming years.

TABLE 10: Openings and Closings for Existing City Pools

Pools	2019	2020	2021	2022	2023
Aley	Open	Open	Renovation	Open	Open
Boston	Open	Water Playground	Water Playground	Water Playground	Water Playground
C. Hill	Open	Open	Open	Open	Open

Edgemoor	Renovation	Open	Open	Open	Open
Evergreen	Open	Renovation	Open	Open	Open
Harvest	Open	Open	Open	Open	Open
Linwood	Open	Open	Open	Water Playground	Water Playground
McAdams	Open	Water Playground	Water Playground	Water Playground	Water Playground
Minisa	Open	Open	River Launch	River Launch	River Launch
Orchard	Open	Open	Open	Open	Water Playground

Other Recreation Resource Recommendations

Through the PROS planning process, the planning team identified recreation resources that should be provided throughout Wichita's park system. Ongoing community input and City analysis will continue to identify specialized or unique features or amenities desired by stakeholders. The vision, goals and prioritization criteria provided in this plan will help guide the inclusion of these emerging ideas.**

**The Aquatics Master Plan is contingent on approval by City Council. The Park & Recreation department will continue to explore all options, to include reducing aquatic facilities to avoid duplication of services, possibly abandoning all aquatic service within the City. The Park & Recreation Department has, and will in the future continue to have, dialogue with the YMCA and other stakeholders on what are the best opportunities to meet that needs of the community's desires for aquatics activities.

Attractions

The development of regional attractions to bring visitors to Wichita is important to the continued growth of the park system and the Park and Recreation Department's contribution to the City's economic vitality. Botanica has become a major attraction over the last several years with nationally recognized Downing Children's Garden and Chinese Garden of Friendship.

PRT Policy 7: Provide regional attractions that offer residents and visitors destinations for recreation and leisure activities and serve as an extension of the park system. Area attractions include: Botanica, Crystal Prairie Lake, Pracht Wetlands.

Additional Recreation Resource Recommendations: Neighborhood Recreation Resources

AR-PRT-18 Strive to meet the guidelines for neighborhood resources provided below. Certain resources, beyond the community centers and swimming pools already discussed, should be provided throughout the park system. These meet the everyday needs of residents for recreation and active living. Neighborhood resources are intended to serve the smallest geographic area, typically within walking or nearby driving distance from most homes.

AR-PRT-19 Provide basic park resources within a reasonable distance of all Wichita residents. These are the basic components that every developed park should include: a playground, drinking fountain, an open grass area adequate for the site dimensions and other needed amenities.

AR-PRT-20 Provide a picnic shelter that fits within the dimensions of a park.

AR-PRT-21 Restrooms are an important recreation resource because they allow park users to stay longer at a site. Consider changing the access at some of the enclosed shelters in areas

where there are no restrooms, so that the existing enclosed shelter restrooms can be opened to the general public even when the community room is closed.

AR-PRT-22 Provide an un-programmed active resource, such as a tennis court, basketball court, or skate park, within a reasonable distance of all Wichita residents. These resource types are important for the kind of casual play that many youth and adults participate in regularly, and they support active living. The un-programmed nature of these resources means that they are generally available at any time without prior arrangement.

AR-PRT-23 Provide practice sports fields within a reasonable distance of residents. In addition to providing a place for organized sports practice close to home, these sports fields can be used informally to support emerging sports and to provide places where residents can engage in a wide variety of activities from field sports to playing Frisbee. A joint use agreement with the School District could provide additional service as well.

AR-PRT-24 Provide game sports fields within a reasonable distance of residents. For more effective league management, game fields are often grouped and access is more controlled to maintain playability. A 2-mile travel distance target balances convenience with league management needs. Fields not in citywide sports complexes will be scheduled by the City, with preference given to groups that do not have an exclusive use agreement at a complex. The Needs Assessment identified the needs for sports fields beyond local parks in regional sports complexes.

AR-PRT-25 Provide a water playground, also called spray grounds, within a reasonable distance of Wichita residents. Currently, interactive water features are mainly available in central Wichita, at Osage, Fairmount, Lincoln, Riverside, Buffalo and Old Town Parks. The highest priority for interactive water features should be those areas that are not served by other aquatic resources reflected in the Aquatics Master Plan

AR-PRT-26 Provide resources to support nature and outdoor programming and access to natural areas, such as trailheads, viewpoints, interpretive signage and gathering areas. These particular parks provide important educational resources for the community in teaching the public the importance of conservation, sustainability and safeguarding natural systems that are important to our environment.

AR-PRT-27 Provide a centrally located amphitheater or outdoor performance stage. These resources can be considered for inclusion at non-centrally located park sites, if compatible with the design guidelines.

Additional Recreation Resource Recommendations: Citywide Recreation Resources

AR-PRT-28 Strive to provide diverse citywide recreation resources. Citywide resources are developed at a size and scale to serve multiple neighborhoods. These resources serve a larger audience and attract people from longer distances, and some citywide resources even function as regional resources that attract users from the broadest geographic or population base.

AR-PRT-29 Maintain the existing sports complexes, and consider additional sports complexes if tournament demand warrants it in the future. Sports complexes should be lighted and designed to support high use, potentially even a regional draw. Field complexes may be assigned to a primary sports group, which will be responsible for scheduling. Conditions about public use may be placed in the use agreement with the sports group.

AR-PRT-30 Provide destination skate parks within all quadrants of the City, taking into account the nearby Park City skate park and any future public skate parks built by other agencies. The citywide skate parks should be similar to the existing Wichita skate park in size and scale, but be integrated into parks of other classifications.

AR-PRT-31 Maintain the existing fishing lakes. If the opportunity arises, incorporate additional fishing lakes into new parks within Wichita's 2035 growth area in partnership with state agencies.

AR-PRT-32 Maintain the additional specialized recreation resources already existing within the park system, as long as use warrants. Located outside of special use parks, these resources are an important part of the municipal park system and make it unique. These specialized resources include:

- Equestrian trails and facilities;
- Disc golf course;
- BMX track;
- Radio-controlled car facilities;
- Model airplane facilities; and
- Amusement rides (pony rides, model train, paddle boats at Watson Park).

AR-PRT-33 Consider adding new sites if demand for these specialized resources increases.

AR-PRT-34 Provide an off-leash dog area within a reasonable distance of each Wichita resident. Off-leash areas should be incorporated into parks, and a total of 10 would serve the entire Wichita 2035 growth area if appropriately spaced.

AR-PRT-35 Consider adding additional mountain bike courses or trails into several parks, where this use is compatible.

AR-PRT-36 When requests for specialized recreation resources are made, these requests should be evaluated by the Board of Park Commissioners and City staff to determine if there is enough interest to support a new resource type. New specialized resources should generally be incorporated into community, regional or special use parks. Community access should be balanced with interest group needs, and the responsibilities of the City and the interest group should be spelled out in a formalized agreement with an expiration date.

Trails

The development of trails and pathways continues to be a vital factor in the future growth of Wichita's recreational opportunities and park system. Trails are one of the highest priorities for residents, specifically as means for increasing travel connections and accessing natural areas.

PRT Policy 8: Provide a trails and pathways network that offers users an off-street alternative mode of transportation and recreation, and serves as an extension of the park system while enhancing recreational experiences. Additional recommendations for trails are provided below, and incorporate the priorities identified by Wichita residents through the public involvement process. The following recommendations also highlight alignments identified in existing plans completed by the Wichita Park and Recreation Department and also in the Wichita Bicycle Master Plan. The recommended trails and pathways drawn from these plans are mostly multi-use trails, which accommodate bicyclists and pedestrians, with a few on-street connections when needed to complete a pathway alignment. The Park System of the Future Map (Map 2) depicts the future trail and pathway system.

Additional Trails Recommendations

Wichita's Priorities

AR-PRT-37 Provide trail improvements that support citizen priorities, including the following:

- **High Use and Demand Activities**: The majority of residents use pathways and trails. Many of the most popular recreation activities in Wichita can take place on trails, including bicycling, walking for pleasure, nature walks and dog walking.

- **Connections:** Residents noted that it is difficult to cycle or walk to most of Wichita's parks, which is addressed in the Bicycle and Pedestrian Master Plans. Existing trails are highly valued, but residents find them less useful for transportation.

- **Signage**: Residents commented that they do not know where trails are or how to get from one trail segment to another. Trail users need signs to direct them to the on-street and sidewalk connections to nearby trails. In addition to these way finding signs, there is a need for interpretative and mileage/route signs.

- **Extended Trail Routes**: Community members want longer trail routes, and identified several existing corridors that could provide major long distance trail routes. Trail access to the Big Ditch (Wichita-Valley Center Floodway) and along former rail corridors were mentioned frequently as desirable locations for trail routes.

- **Natural Experience:** Residents want more natural trails to complement the urban, multi-use transportation trails and on-street routes. Natural trails, such as those in Chisholm Creek Park, are a highly valued facility. Access to the Arkansas River on trails is also important, according to public input responses.

AR-PRT-38 Provide links across barriers. As noted by the public, critical components needed for the trail system are links across barriers such as freeways, busy streets, or watercourses. Because bridges and over/under crossings are expensive structures, these links should only be provided where there is a high demand and when funding becomes available.

AR-PRT-39 Future trails should be designed and existing trails should be enhanced to include the following recreation resources.

- trailheads with:
    - parking
    - restrooms
    - bicycle parking
    - pet waste stations
    - drinking fountains
    - trash containers
- picnic facilities

- orientation and way finding signage including information about the trail (distance, points of interest, nearby parks),
- safety elements
- lighting at critical points
- traffic calming devices
- pedestrian/bicyclist controls where trails intersect with busy streets.
- ADA accessibility

Regional Trail System

AR-PRT-40 Support WAMPO Regional Pathway System Plan off-street multi-purpose trails.

The WAMPO Regional Pathway System Plan (WRPSP) incorporates the existing and planned trail systems of all of the jurisdictions within the metropolitan planning area boundaries with the goal of creating a cohesive regional system. From the more than 400 miles of proposed off-street trail projects, the plan identifies 24 primary corridors that provide a reasonable, integrated first step toward a comprehensive system that will serve a wide variety of users. Of these 24 corridors, 19 projects were identified as alignments that would fill key gaps in the existing system. The WRPSP recommendations primarily address transportation demand and need, but acknowledge that trails also serve more casual recreation needs.

The WRPSP identifies a number of corridors within the 2035 growth area that are priority projects for the region. The top priority trail segments identified in the WRPSP as the missing off-street multi-purpose trails have been selected as the priority pathway alignments for the PROS Plan. The priority connections are described below. For cross-reference purposes, the "missing link" identification numbers noted in the WRPSP are used in these descriptions:

- Links 1-5 to complete the 45-mile off-street trail loop around the east side of Wichita.
- Link 6, an extension of the Prairie Sunset Trail from the existing portion in Goddard to Pawnee Prairie Park.
- Links 9 and 16 completing portions of the Redbud Trail following the 17th Street/BNSF rail line.

A number of additional community-to-community links were noted in the WRPSP. The City should continue to look for opportunities to create links in the pathway system that can provide connections to other communities within Wichita's 2035 growth area and the region. The City should prioritize the development of links identified in the WRPSP and within the Bicycle and Pedestrian Master Plans.

City Pathway Connections

AR-PRT-41 Support the July 18, 2011 Wichita Pathway priorities identified by the Board of Park Commissioners.

Previously the Wichita Park and Recreation Department in coordination with Wichita-Sedgwick County Metropolitan Area Planning Department reviewed the Bicycle Master and Pedestrian Master Plans to identify proposed pathways addressed in both of the plan documents. The effort resulted in the identification of similar pathway segments.

There are currently five priority projects for pathway connections. The City also has a partnership with the Prairie Travelers for development and maintenance of a trail segment from Garden Plain into Wichita ending at Hoover Rd.

1. Delano Neighborhood Pathway;
2. K-96 Pathway to Harry Street Pathway Connection;
3. Arkansas to Haysville Pathway Connection;
4. South Central Neighborhood Pathway;
5. Redbud Trail Segment – existing trail to K-96;
6. Redbud Trail Segment – K-96 to county line; and
7. Prairie Sunset Trail Connection through Goddard

Priority 1. Delano Neighborhood Pathway. The 0.6 mile pathway extends east and west through the former railroad corridor located just half a block north of the Delano Business District along Douglas Street.

- **Priority 2.** K-96 Pathway to Harry Street Pathway Connection. The 3.0 mile section of pathway starts at the current south terminus of the K-96 Bike Path and travels south along 127th to Harry Street, where it tracks west to connect to the existing off-street multi-use pathway on the south side of Harry Street.

- **Priority 3**. Arkansas to Haysville Pathway Connection. The proposed 5.5 mile corridor connects the City of Wichita and City of Haysville pathways systems.

- **Priority 4**. South Central Neighborhood Pathway. The 2.78 mile pathway would occupy the east bank of the Arkansas River and connect the Arkansas River Corridor to multiple existing pathways.

- **Priority 5**. Redbud Trail Segment. - Existing trail to K-96. This 3.0 mile pathway would follow the former Burlington Northern Santa Fe Railway (BNSF) 17th Street railroad corridor and connect the segment from Woodlawn to K-96.

- **Priority 6**. Redbud Trail Segment - K-96 to county line. This 1.5 mile pathway alignment would follow the former Burlington Northern Santa Fe Railway (BNSF) 17th Street railroad corridor and connect the segment from K-96 to the Butler County line.

- **Priority 7**. Prairie Sunset Trail Connection to Goddard. This 7.5 mile pathway along an abandoned rail-banked corridor would connect the exiting trail improvements just east of Goddard at 167th Street W. with the trail terminus at the Arkansas River.

This Plan supports the seven pathway priorities selected by the Wichita Board of Park Commissioners. Completion of these projects will enhance the recreational experiences and transportation connections for Wichita residents and reinforce the connections the pathways have to existing park network.

Park Pathway Connections

- Locate primary access points to the existing and proposed trail network at Wichita's existing park sites. The City should assure that their existing and future regional and community parks link to or provide information on accessing the citywide pathway system.

- Several parks not connected to the existing trail network are large enough to contain trail systems internal to the park. These parks serve the need for exercise and leisure trails, but do not provide the transportation links to the City and regional trail system. As the citywide trail and pathway system develops, opportunities for creating pathway connections to these parks should be explored.

- Local access to trailheads in parks is lacking in the east, south and north edges of Wichita. As trail improvements are implemented, trailheads should be designed to include vehicle parking and bicycle racks, restrooms, drinking fountains, trash receptacles, pet waste stations and picnic facilities.

- Where existing trails intersect with neighborhood street systems, traffic calming devices, signage and pedestrian/bicycle controls should be incorporated at high traffic crossings—with lighting at critical points. Lower traffic crossing should have crossing signage and traffic calming devices.

- Wichita's trails need a clear wayfinding system. The City is currently developing a wayfinding system through the Planning Department. The system should include signage with information regarding trails (distance, points of interest, nearby parks), signage that safely direct users to the trail system and informs others of its presence. In addition, all of Wichita's regional and community parks should have information pertaining to the available trail system and how to access it.

- Outside of the city limits but within the 2035 growth area, there are currently few parks. Where regional trails are planned and no parks are anticipated, the City should consider

developing full service trailheads in order to increase access to the existing and future trail system.

Water Trails/Blue Ways

Continue to support the water access recommendations of the Arkansas River Corridor Access Plan. Provide a network of non-motorized boat launches to develop a water trail. A water trail is a route along a river or across other bodies of water, such as a lake for people using small non-motorized watercraft (e.g., kayaks, canoes, rowboats). Water trails are most often identified by the land facilities that support water travel. These include launch and landing sites. Rest areas and other points of interest can also be incorporated.

To some degree, the development of non-motorized boat launches is opportunity-based. Some shoreline areas are more conducive to launches than others. Sensitive habitat areas may preclude launch sites, and may need to be identified as prohibited landing points. Wichita currently has five non-motorized watercraft launches within the City Limits. There is a lot of opportunity to use the river as a water trail/blue way, and the City has parks already located along the river that could potentially support launches. Water trails are appropriate for any of the major waterways in the Wichita area. The waterways appropriate for water trails/blue ways are illustrated on Map 2.

To support the use of the Arkansas River as a water trail, additional watercraft launches are needed. The general guideline for non-motorized launches is to provide these facilities every three to five miles along the waterway, a comfortable distance for paddling or rowing. Additional watercraft launches are needed along the river to achieve the five-mile spacing.

In addition, trip lengths of varied distances should be identified, along with put-in and take-out points, as well as any portage areas where boats must be carried for safe passage around areas where water passage is not possible. A variety of launch site amenities should be provided, including parking and unloading areas. Other potential amenities include boat racks, equipment storage, canoe/kayak rental or other concessions, viewpoints, and restrooms. Where possible, launches should be considered within parks or near other supporting recreation resources, such as playgrounds and picnic areas.

6. Vision for Park and Facility Maintenance

This chapter addresses the maintenance needs of park land and recreation resources. Maintenance plays an important role in the experience of the park system and the benefits it provides. For example, if a particular resource remains broken due to inadequate repair or replacement, that resource actually becomes a negative in the public's perception of the system. Further, research has shown that a well-maintained park enhances the economic value of a nearby home, but that a neglected park can become a drain on that same property's value.

Wichita's park system is extensive and there is a large maintenance backlog. Initiatives such as the playground replacement program undertaken recently have helped to reduce that somewhat, but the amount of deferred maintenance due to aging structures and resources is still significant. This chapter identifies policies, actions, and recommendations to ensure adequate maintenance to protect the City's existing resources as well as the expanded park resources that are anticipated in the future. Maintenance Actions that will help the City achieve the PROS Plan vision are numbered below.

Recommendations for closing the funding gap for operations, including maintenance and recreation programs, are provided. These recommendations include:

- Increasing revenues; and
- Manage costs

Maintenance Service Levels

The Park and Recreation Department has adapted to constraints on the operating budget for park services by assigning maintenance frequency for individual park sites. The existing breakdown of maintenance levels is based primarily on the frequency of mowing and the presence of certain facilities, such as restrooms, that require more regular maintenance. Grounds maintenance is generally broken down into four levels, described below.

TABLE 11: CURRENT MAINTENANCE LEVELS

CURRENT MAINTENANCE LEVELS	% OF SYSTEM
Mode 1 (1-14 day)	24.1%
Mode 2 (15-28 day)	23.0%
Mode 3 (>28 day)	42.4%
Mode 4 (2-3/year)	10.5%

This system acknowledges that some portions of the park system require more attention than others. For example, Mode 1 sites represent the highest used sites in the city, though they are only a small percentage of the system. Many of the Mode 4 sites are natural areas, which enjoy significant use and which require less maintenance. However, most of the local sites represent the majority of the system and, according to the levels, are being visited by maintenance crews approximately once a month or less.

Service Level Policy

The following is the recommended PROS Plan policy for maintenance level of service in Wichita:

Wichita will adequately fund park and facility maintenance to balance neighborhood needs with those of higher profile citywide signature facilities.

This overall policy is reflected in the Park Maintenance and Forestry Division Goal:

To preserve and maintain the City's parks and recreational facilities in an efficient and cost effective manner, providing safe and clean facilities for the pleasure and use of current and future generations of Wichita residents

A number of actions will be required to transition from the current system to maintenance services to the preferred system. These include:

- Condition assessments of existing park sites,
- Instituting a tiered maintenance system for developed parks; and
- Establishing a basic maintenance standard for natural areas and all parks.

Institute a Tiered, Developed Park Maintenance System

To balance citywide and neighborhood needs, the tiered maintenance system would build on the existing concept of the maintenance rotation levels described above, shifting the emphasis from mowing frequencies to a performance-based and service level standards.

The first tier of service includes all basic maintenance activities that should be performed at every park on a regular schedule. Parks served at this tier should be optimized for efficient maintenance and would not include high maintenance surfaces or plantings. Generally, all parks in the following categories should be included in this first service tier:

- Pocket Parks
- Neighborhood Parks
- Community Park
- Urban Plazas

Bringing all of the local service parks up to the same standards will reinforce the importance of these in relation to regional serving facilities.

The second service tier would be reserved for the highest traffic athletic fields, regional and special use parks that require elevated standards of maintenance, in line with the larger range of facilities and heavier use. Approximately 24% of existing parks fit in this category.

In addition to the two maintenance tiers outlined above, supplemental maintenance should be provided to game-quality sports fields, regardless of whether they are in a tier 1 or tier 2 park. These fields will require additional upkeep, such as over seeding and aeration. They will also need additional maintenance dollars attached to these tasks on a per field basis.

In summary, the following actions are needed to institute the tiered maintenance schedule for developed parks:

M-1 Adopt a two-tiered maintenance system for developed parks.

M-2 Adopt a per acre maintenance allocation for each tier based on community expectations of the park system as a whole and the financial resources available. FTEs per acre, hours per acre, expense per acre.

M-3 Provide supplemental maintenance for game-quality sports fields.

Establish a Basic Maintenance Standard for Natural Areas

Natural areas, and particularly habitat areas, require a different type of maintenance attention. These sites, at minimum, may need infrequent mowing to reduce fire danger and review for hazards along trails. The level of maintenance may need to be augmented to accommodate specific habitat needs in Wichita Wild sites. Actions related to natural area maintenance include:

M-4 Adopt a basic maintenance standard for natural areas.

M-5 Adopt a per acre maintenance allocation for natural areas.

M-6 Provide supplemental maintenance for specific habitat needs.

M-7 Prescribed controlled burns

Operating Efficiency

In addition to establishing an adequate level of service, Wichita can enhance its maintenance funding by increasing its operating efficiency. The PROS Plan provides four recommendations for increasing efficiency:

M-8 Emphasize capital projects that reduce current operating costs;

M-9 Reinvest in staff and equipment;

M-10 Increase work tracking.

M-11 Training

Because of their importance, these recommendations are described in more detail below.

Emphasize Capital Projects That Reduce Current Operating Costs

Operations funding is, and will likely continue to be, stretched. Capital projects that can reduce operating costs should be high priority. An example of this is the centralized, computerized climate control systems put in place by Building Services—which allow heat and cooling to be turned on at remote sites from a centralized location—reducing staff “windshield time.” Install low-flow flush systems to reduce water usage. Other possibilities are projects that reduce or eliminate turf maintenance, including mowing strips and alternative surfaces where grass is not adding to the essential functions of the park. (Xeriscape Landscaping)

Reinvest in Staff and Equipment

Many of Wichita’s existing maintenance staff have been working for the Department for 10, 20, or 30 years or more. Over the years, these individuals have been trained in the many tasks and special skills needed to maintain Wichita’s parks and recreation resources. With many of these members of the workforce approaching retirement age, replacement of staff positions and skills will be an

important issue for the park system in the coming years. New staff will require experience and additional training before they will be able to achieve the performance standards set by the experienced workforce.

In addition to training and certification in specific maintenance areas, existing maintenance crews have accumulated knowledge about the existing equipment, such as mowers. In 2008 the Department switched to contracted mowing services. Additional investments in equipment may be necessary to meet the maintenance service goals of this plan. Whether in-house or contract more resources will be required.

Increase Work Tracking

Tracking of the variety, quantity and quality of maintenance tasks performed should be a regular activity of supervisors in the field. Of particular importance are the hours spent at different types of sites that are being maintained. At minimum, time should be tracked for developed park sites, natural areas, and beautification areas. Since the golf courses run as enterprises, their maintenance costs are already separately tracked.

Right-of-way and median sites cared for by the parks maintenance crews have proliferated in recent years following major investment in beautification of arterials. Despite the addition of these high profile sites, the maintenance budget has remained basically constant. Careful tracking of the actual amount of staff time and other resources going to any one type of site will be critical to calibrating up and maintaining the tiered maintenance system and ensuring that each type of park site is getting the intended amount of attention and investment.

Training

Modernizing the types of training for park staff will be essential in order for the Department to keep abreast of current technological trends and provide efficiencies that will improve the quality of service. Other training opportunities will include writing skills, communication skills, customer service skills and computer skills

Chapter 7, “Vision for Management Services” also addresses the need for data collection that assists in management decisions.

Protecting Community Investments

Additional recommendations to improve operating efficiency include increasing preventative maintenance and resource replacement planning:

AR-M-1 Make preventative maintenance a higher priority to preserve City assets and ensure efficient operation. Ongoing investment in preventative maintenance can reduce the need for expensive emergency repairs to major building systems, as well as the loss of recreation resources that cannot reach their expected lifespan.

AR-M-2 Continue the ongoing program to replace parks and recreation resources and grounds maintenance equipment as it reaches the end of its useful life. The required resources should be included in the capital requests for the department, and should be regularly budgeted. For example, the playground replacement and site furnishing replacement programs recommended in Chapter 5 would be support this initiative.

Maintenance Cost Implications

Adjusting the maintenance standards for the park system as described above will require additional funding for operations. Public involvement results indicated support from the public for allocating more funding to park maintenance. Securing the appropriate amount of maintenance funding is important to the users of the park system, and it is critical for the long term health of the City's assets and investments in the park system. This section provides recommendations for cost per acre for developed parks using the tiered maintenance system. It also provides recommendations for building maintenance on a square foot basis.

Park Maintenance

The typical measure of maintenance cost is the calculation of maintenance dollars spent per acre of park land. The baseline cost for Wichita is based on the 2015 actual expenditure data from financial records and work order system (Lucity) and includes all of the costs applied to maintenance activities on park land, including maintenance administration, staff and contract personnel services, and supplies. The calculation of existing expenditures does not include the capital costs, the departmental administration, or the portion of maintenance applied to right-of-way or median strips. The park acreage includes all developed parks, excluding natural areas and greenways due to their generally light maintenance needs.

- Existing park maintenance per developed acre: $1,854

This system-wide average cost per acre captures a wide range of maintenance reality, from the highly decorative and trafficked Riverside Parks to the least frequently visited neighborhood site. Applying the current resources (2015 actual expenditures vs. 2014 ICMA Performance Measures) to the tiered system proposed above allows for a breakdown for each maintenance tier as follows:

- Tier One Existing Resources: $2,113 per acre
- Tier Two Existing Resources: $2,332per acre

While this distribution of resources would meet the goals of the two-tiered system, technical analysis and public input during the initial planning process support the conclusion that Wichita is currently underfunding its park system, to the detriment of the assets within it.

These targets provide a starting point for adjustment based on local experience and available resources. The target should also be reevaluated as additional data becomes available. Applying the Tier One and Two targets to the park system, with athletic fields, regional and special use parks in tier two, would require a substantial increase of the parks maintenance budget.

Facility Maintenance

Maintenance of buildings in the park system, from restrooms to community centers, is the responsibility of Building Services, a division of Public Works. This arrangement between departments works well and avoids duplication of specialized maintenance personnel such as electricians and plumbers.

Budgeting and cost control regarding emergencies, repairs, and replacements is more difficult because these activities are often done on a time-and materials basis and without a clear understanding of requirements, facility repairs can end up costing more than total replacement. The Department of Public Works and Utilities has recently begun the process of changing how it evaluates and grades existing structures to give a more accurate picture of the status of all City owned facilities. This move to a more data driven determination that will evaluate the cost or repairs, upgrades and energy costs versus the cost of replacement will assist the Park and Recreation Department in prioritizing ongoing maintenance and setting criteria for eventual replacement of existing facilities.

Filling The Operating Funding Gap

The City of Wichita covers about 95% of its Park and Recreation Department operations and maintenance costs using General Fund revenues, not including the Golf Enterprise Fund. Based on the estimates and targets above, Wichita is currently underfunding its park and building maintenance by approximately $2.2 million dollars per year. This is magnified by any deferred maintenance which makes the system less efficient to maintain as staff move between short-term,

emergency fixes. The planned growth of the City and expansion of park system infrastructure will result in an even larger system to maintain in the future. Funding also is needed to operate recreation programs, which are not fully self-supporting.

The City will need to increase revenues and/or reduce per unit costs in order to pay for a higher level of maintenance and for the operations and maintenance of expanded facilities and programs. This section identifies recommendations for accomplishing these goals. Revenue may be augmented by increasing General Fund revenues directed to the Department and increasing fees collected from program users. (Entrance fees, usage fees) The Department may reduce costs by decreasing expenditures per unit (per acre of park maintained, per recreation program user, etc.), by upgrading facilities, or by identifying other specific savings areas.

Increase Revenue

One recommendation for covering the cost of expenditures to operate Wichita's parks and recreation facilities and programs is to increase annual revenues. The four primary options include General Fund expenditures, user fees, program utilization, and revenue collection opportunities as described below. List others as relevant to our needs.

Increase General Fund Expenditures

Table 12 illustrates two budget-benchmarks by which funding may be increased: funding for parks based on a per-capita basis or park funding as a percentage of total General Fund expenditures. As shown, the Department could be funded between $20 million and $23 million annually by 2035 if per capita funding is increased from the 2015 level of $39 to between $50 and $53 by 2035. Per capita funding was $51 in 2010.

Another way of analyzing this funding source is by evaluating the percent of total General Fund expenditures which support the Department. This proportion may be increased from 6.98% of total General Fund expenditures to between 10 and 12%, increasing funding to between $21 million and $26 million annually. In 2010, Departmental expenditures represented 9.71% of the General Fund total.

TABLE 12: GENERAL FUND: SCENARIOS FOR EXPENDITURES ON PARKS

ITEM	2009	2010	2011	2012	2013	2014	2015
City Population	366,046	382,368	382,368	384,445	385,577	386,552	388,413
Total General Fund Expenditures	$198,595,309	$201,277,252	$208,626,198	$206,494,173	$205,866,360	$210,866,405	$217,935,370
Park and Recreation General Fund Expenditure	$14,302,420	$19,546,166	$19,070,432	$13,014,031	$12,524,510	$12,979,270	$15,207,334
Per Capita Expenditures on Parks	$39.07	$51.12	$49.87	$33.85	$32.48	$33.58	$39.15
Park Funding in Portion to General Fund							

General Fund Exp per capita	$542.54	$526.40	$545.62	$537.12	$533.92	$545.51	$561.09
Park and Rec. Share of Total General Fund Expend	7.20%	9.71%	9.14%	6.30%	6.08%	6.16%	6.98%

Increase User Fees

Fees are collected by the Department via user fees, rentals, class registrations, and other methods. They may be augmented as a revenue source by increasing rates, the utilization of paid programming, and options for generating revenue. In order to increase revenue to support additional programming, the Department may consider raising fees for existing programs. The Department collected $2.3 million (15%) of the Department's total budget from fees (see Table 13 below). Recreation Programming is the most viable area to explore increased revenue from user fees as that division received 57% of its budget revenue from fees.

TABLE 13: PARK EXPENDITURES FUNDING SOURCES

PARKS AND RECREATION DIVISIONS	2015 REVISED BUDGET REVENUES*			
	GENERAL FUND	FEES	TOTAL	% OF FUNDING FROM FEES
Administration	$537,131	$19,000	$556,131	3%
****Forestry**	$4,616,403	$0	$4,616,403	0%
Park Management	$6,378,623	$31,619	$6,410,242	0%
Recreation Programming	$1,747,001	$2,310,681	$4,057,682	57%
Golf	$0	$5,732,540	$5,732,540	100%
Total	**$13,279,158**	**$8,093,840**	**$21,372,998**	**38%**
Total, Excluding Golf	$13,279,158	$2,361,300	$15,640,458	15%

**From Wichita 2016/2017 Adopted budget.*

*** Westar Franchise Fees instead of General Funds.*

Increased revenues may be generated by increasing the proportion of expenditures on Recreation Programming which are recovered. Detailed information is available on recreation centers, a subset of the Recreation Programming division, and is displayed on Table 14. Wichita's nine recreation centers collected about $423,703 in revenues in 2015, recovering 37% of the $1.1 million in expenditures. The Department may consider raising individual rates for particular programs or services, targeting those which are highly used or oversubscribed. This could mitigate against

losses in utilization caused by a fee increase. Achieving a cost recovery rate of between 35 and 45% would result in a decrease of costs to support recreation centers from $734,433 (at 35% cost recovery) or $621,443 (at 45% cost recovery).

TABLE 14: RECREATION CENTERS - COST RECOVERY RATE FOR 2015

RECREATION CENTER	REVENUES	EXPENDITURES	DIFFERENCE	% OF COSTS RECOVERED
Boston	$53,172	$106,079	($52,908)	50%
Colvin	$17,345	$108,873	($91,528)	16%
Edgemoor	$70,400	$193,365	($122,965)	36%
Evergreen	$29,047	$197,582	($168,535)	15%
Linwood	$82,822	$168,915	($86,093)	49%
McAdams	$26,700	$51,843	($25,143)	52%
Orchard	$91,221	$194,475	($103,254)	47%
Osage	$29,348	$17,818	$11,531	165%
Woodward	$23,648	$90,946	($67,298)	26%
Total	**$423,703**	**$1,129,896**	**($706,193)**	**37%**
Estimated Difference with 35% Cost Recovery			($734,433)	
Estimated Difference with 45% Cost Recovery			($621,443)	

In addition to increasing fees, the Department may consider expanding the range of services, programs, or facilities for which fees are collected. When more programming is offered, the costs are shared across more participants and cost recovery is improved.

Increase Program Utilization

Raising the utilization rate—the number of recreation program participants compared with the capacity in the program—is another avenue toward increasing revenue. Particularly, this effort may

focus on increasing utilization of programs for which charges now exist. Attendance at recreation centers in 2014 is estimated at about 580,937. Annual class attendees were at 311,000, with an average daily of 2,333 per center for the 249 operating days the centers were open. Table 15 compares the number of participants and the total number of visitors for each center as an indication of the level of revenue generating programs at each center. It is important to note that these figures do not reflect drop-in users, meeting, cooperative and senior programs.

TABLE 15: RECREATION CENTERS – PERCENT OF REVENUE GENERATING VISITORS (2015 ATTENDANCE[1])

RECREATION CENTER	CLASSES, CAMPS, LEAGUES	TOTAL	REVENUE PERCENTAGE PER PARTICIPANT
Boston	3,212	24,037	13%
Colvin	7,320	28,792	25%
Edgemoor	14,685	54,469	27%
Evergreen	8,292	53,561	15%
Linwood	9,930	47,503	21%
McAdams	3,388	65,378	5%
Woodward	4,454	64,355	7%
Orchard	14,221	60,516	23%

[1] It is important to note that this number only includes recreation users who have registered for a particular program. The number of drop-in users is not included here. (Drop in users represents free classes that are essential to the community i.e. before/after school programming)

Increase Revenue Collection Opportunities

Another alternative for increasing revenues is adding new programs or facility elements with opportunities for generating revenue. These new programs would also increase costs but, to the extent that revenues exceed these new costs, new recreation programs or facility-elements, such as climbing walls and zip lines, may increase the Department's overall cost recovery rate.

Reduced Costs Per Unit

Recommendations for decreasing costs per unit include replacing facilities with high maintenance costs and examining elements of the Department's budget which may be decreased without eroding the Department's delivery of services.

Invest in Facilities with Lower Cost Maintenance

Depending on the availability of capital funds, replacing or upgrading facilities with relatively high maintenance costs with new facilities that are similar in function but require less maintenance should be examined. Examples include artificial turf, low-maintenance landscaping, xeriscape landscaping.

Examine Efficiencies in Variable Budget Items

The Department may also look within its existing budget to seek areas for cost savings. Aside from personnel costs, the largest expenditure category for the Department is “Contractuals.” Savings identified here would represent a relatively small level of savings to the Department, but may be achieved without decreasing the level of service provided by the Department.

The Department will evaluate priorities with condition assessments to match with budget presented by the Finance Department. Expenditures for facilities and programs which advance City goals are compared with available revenues to support the expenditures.

7. Vision for Management Services

This chapter includes actions and recommendations for improving the delivery of park, recreation, and open space services through initiatives in the following categories:

- Organizational Structure;
- Communications and Outreach;
- Volunteerism;
- Partnerships; and
- Funding and Finance.

Management Services Actions that will help the City achieve the PROS Plan vision are numbered (MS-1, MS-2, etc.) below. Additional recommendations in each category are presented when appropriate. Actions and recommendations are not in priority order and should be implemented in a way that best moves Wichita forward in meeting the vision, goals and strategic directions of this Plan.

Organizational Structure

Currently, the Department is divided into several operating groups including Administration, Forestry and Maintenance, Recreation, Golf Courses and a number of groups responsible for particular facilities, including Botanica, Lawrence Dumont Stadium and the Wichita Ice Center.

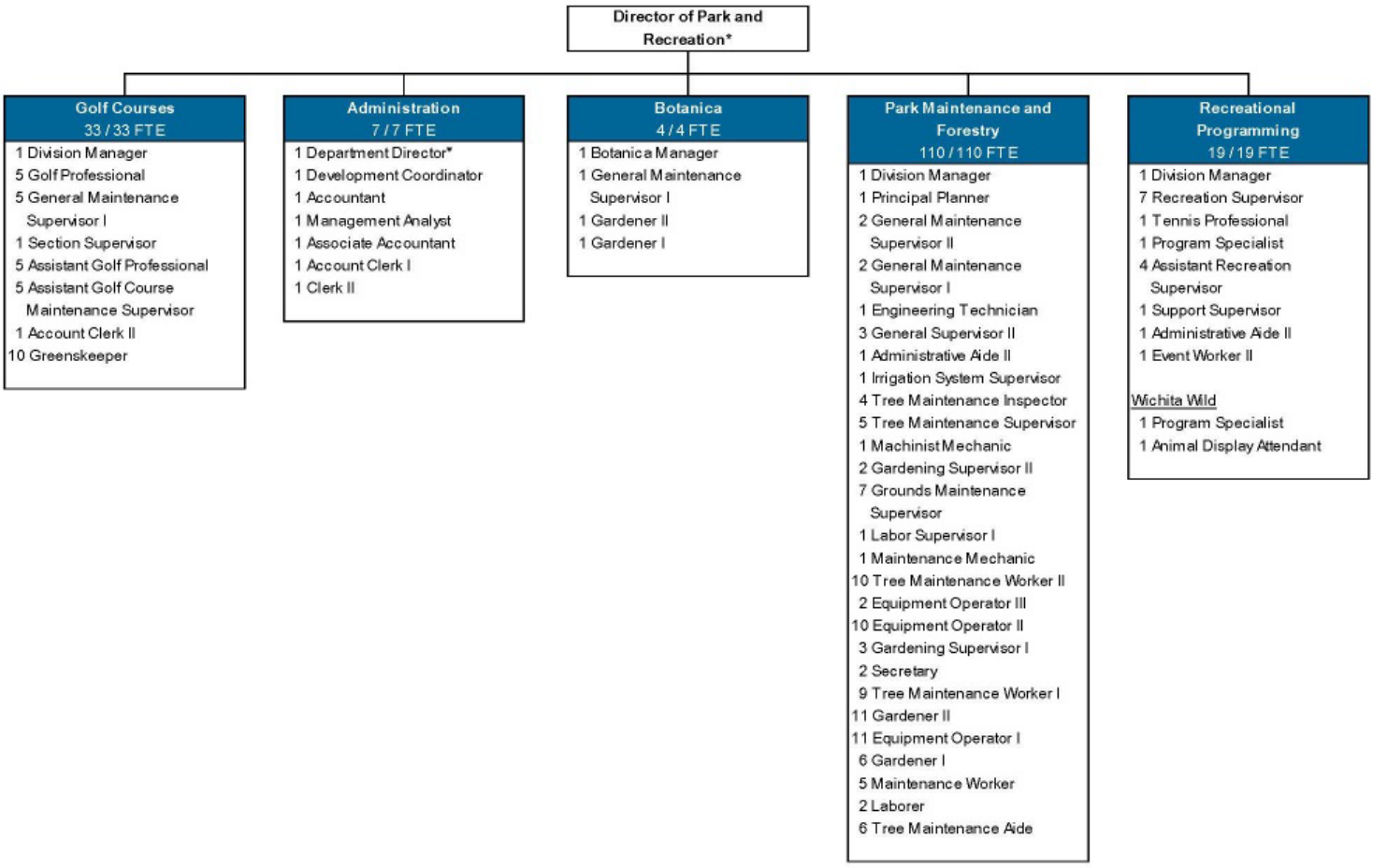
The current organizational structure was reviewed in 2015 and is indicated in Figure 1.

Staff Development

Continue to develop a work environment that promotes trust, respect, open communication and teamwork among all levels of staff. Increase staff cross-training and provide staff career development opportunities within the Department. Provide opportunities for training and skills building to ensure an effective and professional staff equipped with current best practices in the parks and recreation field.

MS-1 Foster staff development and training to build a stronger organization and promote innovation and customer service.

FIGURE 1: PARKS AND RECREATION ORGANIZATION



PROS Plan Implementation

Develop an annual work plan and annual report to track implementation progress. The work plan should focus on PROS Plan implementation actions, and the report should identify progress using the performance measures identified within this Plan. Using multiple planning documents such as the Golf Business Plan, Budget Plan & Enhancements, Recreation Strategic Plan, and Aquatics Master Plan staff creates a future development plan to better determine priorities and service delivery.

MS-2 Develop an annual work plan and an annual report to measure PROS Plan implementation progress.

Customer Service

Parks and recreation is an area of government services that provides the community with a positive experience. Most residents use parks, and many residents use other recreation services. The Park and Recreation Department should continue to emphasize customer service and regularly evaluate its internal practices, hours of operations, surveys, and interactive communication tools to ensure that it is responsive.

MS-3 Continue to emphasize customer service and promote great public relations for Wichita to create raving fans.

Communications and Outreach

During the preparation of the PROS Plan, public involvement results indicated that there continues to be a lack of awareness among Wichita residents about the parks, facilities and services offered by the Park and Recreation Department. The Department does focus on communications and outreach to increase awareness and encourage participation and use. Increase awareness and exposure not only for the Department, but the community as a whole which results in participation and use.

MS-4 Implement the communication and marketing plan to continue to increase public awareness and use of parks, recreation resources, programs and services.

While the Department markets its services through typical means (website, program guides, etc.), there is no consistent brand or a plan to guide communications. The communication and marketing plan should consider the following recommendations:

AR-MS-1 Expand the brand for Wichita Park & Recreation based on the vision and mission of the PROS Plan.

AR-MS-2 Continue to utilize positioning statements that reinforce the brand and use them in communications.

AR-MS-3 Maintain the department identity that spells out how the Department should be named in communications and clarifies how the City of Wichita logo is used.

AR-MS-4 Recognize in the communication plan that different methods of communication are suitable for different audiences.

AR-MS-5 Continue to use online announcements to communicate parks, facilities and recreation service news and updates.

AR-MS-6 Continue to strengthen relationships with all local media, including regular issuance of press releases.

AR-MS-7 In addition to broad-based public outreach, identify strategies to market through existing community meeting places, such as churches, clubs and local organizations, and at existing events and activities. Expand upon cross-marketing efforts for higher level exposure throughout the community.

Community Involvement

The Park and Recreation Department should continue to expand community involvement in park and recreation planning and design. It should establish procedures for public notification regarding future park and facility development and master planning to ensure input from neighbors is considered. Participation from underrepresented segments of the community should be actively recruited.

MS-5 Continue to involve residents, the business community, local organizations, District Advisory Boards, and stakeholders in planning, park design and development.

Additional Recommendations

Additional recommendations for communications and outreach include:

AR-MS-8 Continue to maintain the communication channels developed through the PROS Plan process. The communication channels developed through the planning process should be maintained through strategies such as inviting PROS participants to weigh in on new projects or sending quarterly online announcements to contacts.

AR-MS-9 Continue to integrate new methods of outreach to stay on the forefront of communication technologies. New methods of outreach, particularly electronic communications, are needed to stay current, maximize impact of outreach, and communicate with professionals, young adults and youth.

- Improve the Department website.
- Reference the website in all communications.

- Continue on-line registration, and explore on-line reservation of parks and facilities.
- Use electronic communication in new ways, such as targeted communication based on web data.

AR-MS-10 Stay current through professional associations and publications to identify successful new outreach methods.

Volunteerism

Volunteerism offers benefits to individuals such as personal growth, building social relationships and meeting school or work requirements. Volunteers also leverage public resources, stretching tax dollars and supplementing available resources. Cities that establish even small volunteer programs can find that the hours volunteered are equivalent to multiple full-time staff. The Park and Recreation Department should develop a formal volunteer program. This program should include formalized procedures, codes of conduct, training protocols and policies on volunteer recognition. It should identify specific volunteer opportunities, offering different levels of commitment (one-time opportunities, on-going opportunities, park or resource adoption) and catering to different areas of interest (e.g., trails maintenance, tree planting, coaching opportunities). Adding formalized Adopt a Park and Adopt a Trail programs as part of the volunteer program should be considered.

MS-6 Develop a Department-wide volunteer program. Program will incorporate developing volunteer opportunities, recruitment, training and tracking of hours.

Additional Recommendations

Additional recommendations to expand volunteerism include:

AR-MS-11 Market volunteerism as a recreation program. A formal volunteer program will provide ways for residents to use their volunteer time to better the park and recreation system, while expanding on the Department's capacity and enhancing available funding for parks and recreation.

AR-MS-12 Devote staff time to volunteer recruitment and management. Volunteers can do a lot for their community and require management and training. Assign staff time to volunteer recruitment to encourage community members to offer time and experience to support program development, program delivery, park, trail and natural area management. Assign staff to manage volunteers as needed.

AR-MS-13 Develop additional volunteer opportunities for youth. Volunteer positions can provide youth with valuable experience and job skills, and also serve as youth development and mentoring programs. Develop opportunities specifically designed for youth and expand recruitment of youth volunteers.

AR-MS-14 Budget a small amount each year for materials to support volunteer efforts. Establish a small budget to purchase materials, such as plants and trees, for volunteer efforts. Include funding for volunteer awards and recognitions, including but not limited to t-shirts, awards, and dinners.

AR-MS-15 Track volunteer hours. Volunteer hours are tracked and reported, so that the impact of volunteerism on the park system is understood.

Partnerships

The PROS Plan is based on the concept that the City of Wichita and the Park and Recreation Department alone cannot meet all the park and recreation needs of the community. Partnerships will be critical to achieving the community's vision for the future.

The Park and Recreation Department should continue its successful existing partnerships, such as the Wichita Rowing club, League 42, etc. Another very successful example is the three agency partnership, which includes the Federal Government, State of Kansas and the City of Wichita, that developed and now operates the Great Plains Nature Center. There are many additional organizations within Wichita that contribute to parks and recreation. The Park and Recreation Department also should be proactive in fostering new partnerships. Non-profit organizations, health care providers and the local business community may offer potential new partnerships. An example would be the Wichita Park Foundation, which is a major contributor to scholarships, special events, promoting sponsorships, capital improvements and advocacy, which all support the mission and vison of the Park and Recreation Department.

MS-7 Continue successful existing partnerships and foster new partnerships with private, non-profit and public organizations.

Additional Recommendations

Additional recommendations to maintain and expand partnerships include:

AR-MS-16 Develop and maintain partnerships with local school districts, and especially USD 259, to improve access to school grounds and facilities. School sites can supplement neighborhood parks and provide needed recreation resources. School gyms and sports facilities at school sites are an important part of the community's recreation resources. Throughout the PROS planning process, community members expressed support for shared use of public facilities to maximize benefits, including public use of school sites and school use of parks and facilities.

AR-MS-17 Formalize partnerships to identify responsibilities of each party, including financial responsibilities. In addition, staff involved in the partnership should monitor and evaluate partnerships periodically to assess success. These relationships are reviewed in formal process through Memorandums of Agreement or Understanding.

AR-MS-18 Continue to communicate and collaborate with non-profit agencies. The Park and Recreation Department communicates regularly with non-profit agencies such as the YMCA, First tee of Greater Wichita, and League 42. This communication and collaboration should continue to ensure that the full range recreation needs in the community are being met without duplication of services.

Wichita Park Foundation

The Wichita Park Foundation is a non-profit organization founded in 2011. Its mission is to enhance the quality and maintain the heritage of Wichita's park system by assembling necessary resources through developing partnerships and fostering relationships in the community. The Foundation helps support the Park and Recreation Department by providing additional necessary resources that are allocated to the various divisions within the system. This is achieved through fundraising, lobbying, soliciting donations, and advocating on behalf of the department for increased financial considerations throughout the community. As an advocate for the development of all city park properties, the Foundation's efforts further serve to enhance the quality of life for all residents. They also provide support for special projects (ICTrees, Fresh Air Baby Camp, Kansas Wildlife Exhibit Improvements and Watson Park Improvements), volunteer groups, which promote a sense of ownership through volunteerism.

Funding and Finance

Funding is a critical issue for the future of parks and recreation in Wichita. While the City has a strong foundation in its existing park system, analysis during the planning process indicates that the long-term sustainability of the park system is not possible given current practices and levels of funding. Therefore, in order to meet the needs of the community and enhance quality of life more consideration must be made for improvements of facilities and the funding of programs.

Current Challenges:

- Outdated facilities, with no replacement plans
- Deferred basic maintenance
- Lack of staffing
- Lack of technological improvements
- Lack of replacement equipment
- Lack of infrastructure maintenance
- Environmental constraints
- Security and policing constraints
- Land acquisition

Data Collection to Support Decision-making

The Department continues tracking financial performance of many program areas, but there are some inconsistencies in the cost analyses. More consistent allocation of costs and revenues will allow more effective evaluation of financial performance and increase accountability. A consistent procedure and assumptions should be developed and used across all Departmental cost analyses. In 2008 revenue policy was established to more effectively evaluate financial performance and increase accountability.

Costs should continue be allocated by major line of business, major facility, or major program area, including:

- Program staff, including salaries, benefits and training;
- Contract staff and instructors;
- Supplies and equipment;
- Grounds or building maintenance costs for major facilities;
- Other costs such as marketing and registration.

Continue tracking revenues that should be allocated by major line of business, major facility, or major program area include:

- Revenues from user fees and charges, including class registration, league fees, etc.;
- Rental revenue;
- Concessions revenue; and
- Admissions revenue.

For example, the Summer of Discovery program is currently tracked as its own program even though this program is based in the City's recreation centers. The Summer of Discovery program could be tracked as part of the recreation center's revenues and expenditures.

MS-8 Continue to coordinate and unify data collection to support decision-making. This data should come from multiple sources in order to give the Department a clearer picture of ongoing operations and trends. Continuing analysis of these sources and the utilization of other tools for collecting, analyzing, and managing data to support financial decisions, including, but not limited to:

- Participation rates by program or facility;
- Cost of service / cost recovery level; and
- Per capita program costs.
- PRORAGIS data
- ICMA Performance Measures

MS-9 Develop a metrics based philosophy for developing budgets, asset management, growth, planning and organizational structure. Using performance measures, data from past performance, information from work orders, critical statistic from the community, evaluation of asset management data and needs assessment; the department we be able to provide analytical data to support decisions and plan for future needs. This information is defendable and provides Council members significant and quality data, and information to provide the best decisions for our community.

Implementation of Strategic Directions

Tax-based funding sources should be focused on implementation of the strategic directions of this Plan as described in Chapter 3, which represent broad community-supported directions.

MS-10 Direct tax-based funding toward implementing the strategic directions.

Additional Recommendations

Additional recommendations for funding and finance include:

AR-MS-19 Continue evaluation and consider in-house services versus outsourcing. The Department's philosophy on providing services should be to provide the desired quality of service in a cost-effective manner in order to be good stewards of public resources. Continue evaluation of functions that need to be performed in-house, and the Department evaluates whether in-house services or outsourcing are most cost-effective for both specific tasks and entire function areas.

Decisions on whether to use in-house resources versus outsourcing should be based on the following criteria:

- What is the purpose of the service being evaluated?
- What is most cost effective?
- Which will achieve the desired quality?
- Which will produce the desired level of service?
- What are the trade-offs?

AR-MS-20 Increase programming to generate more revenue and reduce service provision costs per capita. As presented in Chapter 6, increased programming can increase revenue for the Department and lower cost per capita, even if fees are not increased.

AR-MS-21 Increase General Fund support. General Fund support of the Park and Recreation Department has decreased since 2003. In 2003, General Fund support was $54 per capita. In 2006, it had dropped to $48 per capita. In 2016 the adopted budget represents just under $42 per capita. Of the 100 large US cities captured in the Trust for Public Land's City Park Facts report for 2015, the median per capita spending is $70.

AR-MS-22 Cultivate and build relationships with private and not-for-profit organizations to secure dedicated funding sources for the construction, operation and maintenance of Wichita parks, open space and recreation facilities.

8. Capital Projects

This chapter discusses funding levels for parks and recreation improvements and presents prioritization criteria for capital projects. It also reviews the baseline level of funding for parks and recreation capital improvements, based on the recent history of investment. Since this level of funding is insufficient to implement the PROS Plan, the chapter also describes possible ways of increasing funds. In the 2008 PROS Plan there was an identification of a dollar amount that was considered to be necessary to elevate the park system standards to reflect the needs of the community. While the City understands the dollar amount referenced in the earlier version may not be attainable, this plan revision is mindful of the need to support park system improvements on a continuous level. In 2016, the Park and Recreation Department is seeing increased interest in funding, at a modest level, enhancements envisioned in this Plan. Setting the system up for success in the long term requires a focus on the most effective use of the available funding in the short term. The following prioritization criteria identify where the department will focus its capital investments over the next five to 10 years:

- **Existing Infrastructure:** Since 2008, a shift in economic consciousness has been more on redeveloping existing parks and infrastructure rather than adding inventory in the way of new parks. The City park system has suffered from deferred maintenance and it is imperative that we maintain and care for existing assets. At the same time, redevelopment of existing facilities and structures are a good way to reinvest in the current infrastructure and add value to aging neighborhoods and communities.

- **Downtown Parks:** The downtown area is experiencing a renaissance of new development. Downtown Wichita is growing with the new arena providing an important entertainment anchor. The St. Francis streetscape and Douglas Street areas are improving and businesses and residents are moving downtown. We need signature urban plazas and parks to reflect the needs of a community that is changing. Naftzger Park is a catalyst site that has been identified in the Downtown Master Plan and could play a significant role in the transformation of this area that is adjacent to both the downtown core area and the historic trasoi District.

- **Recreation Centers:** Our recreation centers are old and outdated. A reevaluation of these centers is needed to determine which centers can be retained and which others might be better suited for total redevelopment. It is likely more cost effective to remove an existing structure and build new ones that comply with current programming needs and are more energy efficient. The footprint of some facilities might be reduced while others might be increased based upon individual park needs. The location of the centers also need to be addressed to maximize programming offerings to a larger number of citizens.

- **Aquatics:** Most of the aquatics facilities, with the exception of College Hill and Harvest pools, are out of step with current trends in aquatics. There is a national trend of moving toward water playgrounds in lieu of pools in order to provide better cost-effectiveness for municipal aquatics programs. Accordingly, modern facilities should focus on these current trends for better long-term value. The newer aquatics models display a greater variety of play opportunities and revenue producing potential, such as party rentals, swim lessons, etc.

- **Signature Parks:** In 2008, the City developed an award winning master plan for Crystal Prairie Lake Park in northwest Wichita. The park will be one of the largest parks in the system when complete and features the development of 225-acre lake with a variety of aquatic recreation. The park will be a legacy park for all citizens and is envisioned to host large recreational and entertainment events with excellent access from the highway system. The park features a future visitor center, outdoor amphitheater and festival lawn, and public swimming beach area. Crystal Prairie Lake Park represents the direction Wichita is headed, becoming a regional destination for recreation/outdoor activities.

- **Playgrounds:** The City will continue its efforts to update, maintain, renovate existing playgrounds, as well as, creating new play-scape facilities. In addition, an emphasis will be made to create destination playgrounds which will become major attractions close to or in the downtown district.

Capital Funding

Capital projects in Wichita are funded via several main sources of revenue. Examples listed below illustrate the sources of revenue available to municipalities.

- **Enterprise fees:** Collected from City enterprises such as the airport, sewer, storm water, golf, etc. and bonded against to fund capital projects for those enterprise agencies.

- **Property taxes:** The City mill levy is calculated to include debt service on General Obligation Bonds (G.O. bonds) sold by Wichita; the use of local G.O. bonds leverages a significant amount of Federal and State grants.

- **Federal/ State grants**: Many types of improvements including arterial, freeway, bridge, and airport improvements receive Federal and State grants, typically matching local funds in the form of G.O. bonds put towards these projects.

- **Special assessments:** Infrastructure to support new development is often funded through special assessments on property owners. Groups of parcels may also petition the City to form a special assessment district to fund specific improvements which would benefit the district.

- **Local sales tax:** Since 1985, half of the sales tax revenue generated in Wichita is directed towards transportation improvements. For 2015, local sales taxes totaled $57,576 million.

- **Tax increment financing**: A number of Tax Increment Financing (TIF) districts are located in Wichita. Property taxes generated in these districts, above a certain baseline or threshold, are diverted to fund improvements in the district.

- **Other**: A significant portion of revenues for Wichita's 2015-2024 Capital Improvement Program (CIP) is identified as derived from "other" sources. These include private contributions, such as the Park Foundation, 501c(3) organizations, County funds, guest taxes, and unfunded portions.

The City's capital investments are determined by the City Council during the development of and approval of the Capital Improvement Program (CIP). The current capital budget for the Park and Recreation Department is approximately $50 million and includes 17 projects to update existing parks and build new recreation facilities. These funds are allocated to be spent over the next 10 years as part of the current 2015-2024 Capital Improvement Program. This base case capital funding program represents about $5 million in spending on parks projects per year.

PROS Plan Costs

Projected costs of implementing the PROS Plan recommendations were derived from costs for each recommendation type, defined in Chapter 5. The costs (adjusted for inflation to 2016 dollars) are as follows:

- **Maintain Existing Resources:** This provides a budget for ongoing reinvestment over the next 10-20 years, based on a cost of $30,000 per acre for developed parks and $15,000 per acre for natural areas.

- **Site Amenities and Signage**: Costs are based on an allowance of an average of $30,000 per site. It is assumed that some sites will require less budget and others will require more.

- **Minor Renovation:** Costs are based on $70,000 per acre, derived from the cost of Buffalo Park improvements applied to the entire site acreage.

- **Major Renovation**: Costs are based on $225,000 per acre, also derived from the cost of Buffalo Park improvements applied to the two acres of the site that were most heavily renovated.

- **Park Land Acquisition**: Costs are based on $125,000 per acre inside of city limits and $15,000 outside of city limits.
- **Development:** Costs are based on $300,000 per acre, assuming a moderate level of development at the sites.
- **Recreation Center:** Costs are based on $10,000,000 for a 50,000sq. ft. facility
- **Aquatic Facilities**: Costs are based on $4,000,000 per outdoor pool
- **Trails**: costs are estimated at $1.35 Million per mile.

Appendix C contains a table with project costs by park type and individual park.

Capital Funding Gap - With $5 million in capital spending on parks per year (based on just maintaining the current level of funding), it would take more than 65 years to accomplish the improvements at existing sites within the PROS Plan, without developing or acquiring any new ones. With land acquisition and development of proposed sites within the current city limits, it would take more than 120 years to implement the Plan.

Closing The Capital Project Funding Gap

The City has a number of financing options at its disposal which may be drawn upon to fund the PROS capital program (G.O. Bonds, Special Assessments, Sales Tax, and Federal, State, and Private grants). In addition, the City may consider advocating for State legislation which would allow development impact fees as an alternative or supplement to the existing financing mechanisms Wichita already uses. Approximate calculations are included throughout this section for illustration only.

It is important to provide some context and perspective to this challenge of closing the capital project funding gap, Public feedback received from a city-wide survey and numerous community meetings held over a three-year period (2013-2015) during the development of the Community Investments Plan consistently indicated that increased public investment in parks and open space facilities ranked as a low-medium priority relative to increased public investment in other categories of infrastructure and facilities.

Special Assessments

Individual park projects may also be funded through a Special Assessment. The City of Wichita uses special assessments to fund improvements, but there are no special assessments used to fund Park and Recreation services or maintenance in the City of Wichita at this time. Cities in Kansas are authorized to make municipal improvements, which provide special benefits to a definable area of the City, and they may levy and collect special assessments on properties in the definable area to fund those improvements. The process starts when developers or a majority of property owners within the definable area petition a city for financing for any improvements covered by the statute (includes new park development and improvements to park facilities). The City may also initiate the process by conducting a public hearing to explore the advisability of a proposed improvement project. A special assessment district is created by resolution of the City's governing commission. Once total project costs are estimated, a public hearing is held on the assignment of the improvement costs. In order to charge the benefiting property owners, a special assessment ordinance must be passed authorizing the assessment.

As an example of the level of capital funding special assessments may provide to Parks, Table 19 below provides illustrative calculations. It shows three scenarios: (1) special assessment across the entire City, (2) special assessment across half of the City, and (3) special assessment for new, residential development expected to be built through 2030. Assuming that a 0.05 percent to 0.20 percent assessment is achievable, bonds of between $3.4 million and $27.7 million could be issued.

TABLE 19: POTENTIAL REVENUES FROM SPECIAL ASSESSMENT DISTRICT, ANNUAL

TOTAL	TOTAL CITY (EST. RESIDENTIAL AV ONLY)[1]	HALF OF CITY	NEW RESIDENTIAL DEVELOPMENT, 2035[2]
Est.	$2,294,783,300	$1,147,391,600	$795,173,250
Special Assessment for Capital Bond, assuming rate of:			
0.05%	$7,530,076	$3,765,038	$2,601,507
0.10%	$15,060,152	$7,530,076	$5,219,274
0.20%	$30,120,303	$15,060,151	$10,438,548

1 Estimated from CAFR and 2016-17 Adopted Budget, total assessed value in the City is $3.1 billion.

2 Assessed value of new units are conservatively assumed to sell for $150,000 each, on average and assessed value is about 11.5% percent of market value.

Source: Wichita Comprehensive Annual Financial Report, Year Ended June 30, 2015; 2016-2017 Adopted Budget, City of Wichita; Wichita Housing Forecast 2016, Wichita State University; Community Investments Plan 2015-2035

Sales Tax

Since 1985, one-half of Wichita's sales tax proceeds have been directed towards funding road and bridge capital projects while the other half goes to the City's General Fund to reduce the level of property taxes required to fund government operations. The City may choose to put before the voters an initiative to raise the sales tax rate to fund public facilities such as those proposed in the PROS Plan. In 2009 the downtown arena was funded through the success of a half cent increase in sales tax over a period of three years. This model could serve as an example for a Park and Recreation sales tax referendum. Sales taxes typically vary depending on the health of the economy, however, the per capita sales tax collected in Wichita has increased from $128 to $149 between 2000 and 2015. This trend combined with Wichita's expected population increase indicates that sales tax revenues are likely to continue to grow in the coming decades. Table 20 below shows an illustrative calculation, assuming a $0.005 additional sales tax rate, mirroring the approach of the downtown arena, about $287,211 annually may be collected based on Wichita's 2015 population, with collections totaling $2.9 million, assuming the tax sunsets ten years after its inception.

TABLE 20: SALES TAX REVENUE SCENARIOS

YEAR	POPULATION	SALES TAX REVENUE, AT $149 PER CAPITA (2015)	ADDITIONAL ANNUAL SALES TAX AT 0.5% ADDITIONAL TAX RATE
2015	385,518	$57,442,182	$287,211
Total Add-on Sales Tax Collection, assuming Tax sunsets after 10 Years			$2,872,109

Property Tax

Property taxes are the main source of funding for the City of Wichita. Wichita property owners are taxed 32.652 mills with properties assessed 11.5% of their appraised value. This results in the average Wichita residential property owner paying approximately $398 dollars annually for the

provision of municipal services in the City of Wichita. The City of Wichita has not raised the property mill levy tax rate in over 20 years.

One property mill levy rate increase in the City of Wichita, results in an additional $3,195,052 generated citywide for municipal services. The cost to the average residential property owner in Wichita is an annual tax increase of $11. A property mill levy increase of 12 mills could fund the approximately $760 million of improvements identified in the Plan over a 20-year time span. The annual cost to the average Wichita property owner would be approximately $132. While many areas of the country continue to feel the lingering effects of the great recession, more and more are choosing to increase taxes to pay for priority investments in their communities. Between 75% and 80% of all ballot measures tracked in the Trust for Public Land LandVote database (of parks and conservation funding) have been successful over the last five years. These measures resulted in over $17 billion in new tax-based funding for the acquisition or development of public lands.

Development Excise Taxes and Impact Fees

Development excise taxes (DET) are fees imposed typically on developers on the act of platting real property. Senate Bill 55, enacted in 2006, prohibited all cities not levying development excise taxes as of January 1, 2006 from imposing these taxes. At that time, approximately seven cities in Kansas (not including Wichita) had ordinances imposing DETs. This funding option, while not currently authorized, is explored here to illustrate the potential and recognizing the support for quality of life initiatives and parks and recreation generally.

The amount of park development taxes the City may collect in the coming decades depends on the amount of new development in the City. For the purposes of providing an illustrative calculation of total development taxes, only residential development is evaluated. The Community Investments Plan for 2015-2035 estimates 49,900 new units of housing within Wichita (under the Baseline scenario) from 2012 to 2035. Historic housing data from the Wichita State University's 2016 Housing Forecast indicates approximately 3,800 units have been constructed since 2012, leaving 46,100 in the projection to 2035. Table 21, below, illustrates three scenarios of excise taxes between $500 and $1,500 per unit. The resulting income is between $23 million and $69 million in excise taxes would be collected through 2035.

TABLE 21: DEVELOPMENT EXCISE TAX

ITEM	AMOUNT
New Housing Projection 2012-2035 Wichita	49,900
Units Constructed 2012-2015	3,800
Anticipated New Units 2016-2035	46,100
Total Fees by 2030, assuming fees of:	
$500 per unit	$23,050,000
$1,000 per unit	$46,100,000
$1,500 per unit	$69,150,000

Land dedication or developer fees (often referred to as impact fees) operate on a similar basis, as property is either platted or as building permits are issued, these fees are charged to fund the expansion of a system (such as parks, streets, or water) in response to the new residents that new development represents. The primary difference between developer fees and excise taxes is the requirement that developer impact fees be tied to a measure of the nexus (connection) between the number of residential units and amount of the fee. Wichita currently does not charge an impact fee for parks and recreation, but other cities in Kansas, including Lenexa and Lawrence, do.

State, Federal and Private Grant Opportunities

Table 22 illustrates a variety of State, Federal, and Private grant opportunities that may be available to support funding for expanding the Departments programs and facilities. For example, the Department currently is supported by Community Development Block Grant (CDBG) funding, a Federal funding source administered by the Department of Housing and Urban Development (HUD). Since 2010 the City has received $2.6 million in grants, donation and awards. Significant projects that have demonstrated success are: the Lincoln Street Safe Boat Passage project, which included over $1 million in federal and local grants. In addition, Federal Lands Access Program grant was awarded through the FHWA for the Chisolm Creek Park Bike path renovation and connector to the GPNC. Funds for the FLAP grant totaled more than $938,000.

The amount and timing of funding from these sources illustrated is difficult to predict a priori and would require a concerted effort by City officials to secure. In addition, the status and funding levels for the programs listed in Table 22 and others can vary significantly from year to year. In addition, grants, even if very successful, can only address a small portion of the funding need.

Decision-making Criteria

While the City moves forward with its initial priorities, and explores how to expand the available funding, the reality is that there are more projects than resources available. The criteria outlined below are intended to inform future Capital Improvement Program decisions in a manner that best aligns with the community values, visions, needs and priorities set forth in this Plan.

- **Meets PROS Plan needs:** Projects should be prioritized based on their ability to meet park, recreation and open space needs as identified in the Community Resources and Needs Assessment (i.e., their ability to fill existing geographic gaps or satisfy relevant facility or program needs).

- **Expands recreation opportunities:** Priority should also be determined based on the projects' ability to expand the capacity of the City's recreation opportunities (i.e., their ability to accommodate new activities in high demand or those that have the potential to serve many participants). Develop programs with a higher return on investment to increase revenue for recreation activities.

- **Protects natural or cultural resources:** Priority should be determined based on the ability of the proposed project to protect natural or cultural resources for future generations or to improve environmental quality, including accommodations for active transportation.

- **Improves existing recreation resources:** Priority should be determined based on the ability of the proposed project to connect, maintain, or enhance existing City recreation resources.

- **Enhances partnerships or volunteerism:** Projects should be prioritized on their capacity to create new partnerships or strengthen existing partnerships (i.e., their ability to forge cost-sharing, joint development, or programmatic collaborations), or for the project's capacity to involve volunteers in planning, construction, or programming.

- **Strengthens the community**: Proposed projects should be prioritized based on their ability to strengthen community identity. For example, projects that would serve a diverse cross-section of the community, projects that would renovate downtown or neighborhoods, or projects that have a positive economic impact or attract tourism should be ranked high in priority.

- **Reflects community willingness to pay:** Project scope/scale and associated funding levels should be aligned with the willingness of our community to pay for it.

- **Provides meaningful and up-to-date information** to the public regarding financial needs and expectations to meet the current and future demands of the system.

Summary

The Park, Recreation and Open Space Plan is viewed as a strategic document that is flexible and adaptive to the needs of the Park and Recreation Department, the community and City Council priorities. The plan will be updated periodically as conditions and situations change. This document is dependent on community engagement and is supported by other planning documents, such as the Community Investments Plan, Downtown Master Plan, the Bicycle Master Plan and Pedestrian Master Plan; therefore truly reflective of the community and its needs.

Park staff recently convened to update our mission and vision statements to more accurately reflect our priorities and overall direction. These initial meetings were instrumental in developing a new direction for the Department and where the citizens of Wichita have indicated to us that they would like to be in the next several years. We feel that is it our shared responsibility to ensure that this Plan revision is fully utilized in both our current and ongoing operations, as well as our future initiatives. Our vision is “To excel at what we do for the benefit of our community and generations to come”. This vision is achievable with the continued commitment of citizens, the Park and Recreation Department and city leaders. By working toward this common vision, we can transform the park and recreation system into a signature asset for the City.

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Agenda Item No. IV-6

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Grant Application for National League of Cities

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the Grant Application in the amount of $40,000 and its anticipated grant award, and authorize the necessary signatures.

Background: In January 2012, with support from the Walmart Foundation, the National League of Cities' (NLC) Institute for Youth, Education and Families (YEF Institute) and the Food Research and Action Center (FRAC) launched the national initiative to reduce childhood hunger: Cities Combating Hunger through the Afterschool and Summer Meal Programs (CHAMPS). CHAMPS is designed to help local leaders reduce child hunger in communities by increasing participation in these important child nutrition programs to create year-round feeding opportunities for children. Since 2012, NLC and FRAC have supported more than 26 cities across the country to expand participation in these meal programs and have helped to expand city leadership support of these programs.

Analysis: The NLC anticipates awarding ten grants throughout Kansas, California and Alabama this funding round. Since Kansas has one of the highest rates of child hunger in the nation, the Housing and Community Services Department seeks to expand its afterschool programming via collaborations with the Young Men's Christian Association and Unified School District 259 so that approximately 5,000 children who do not currently participate in an afterschool or summer meal program may receive the benefit of nutritious meals up to seven days per week.

As a recipient, the City would receive targeted technical assistance and project support from Kansas Appleseed. This assistance would facilitate the successful implementation of increasing program participation and sustainability. The public would benefit from these resources by having continuous feeding efforts that expand participation in Afterschool and Summer Meal Programs.

Financial Consideration: There is no impact to the General Fund as a result of this action.

Legal Consideration: The Law Department will review and approve any funding documents as to form.

Recommendation/Actions: It is recommended that the City Council approve the Grant Application, grant funding upon receipt, and authorize the necessary signatures.

Attachment: Grant Application

NATIONAL LEAGUE of CITIES | INSTITUTE FOR YOUTH, EDUCATION & FAMILIES

FRAC
Food Research & Action Center

REQUEST FOR PROPOSALS
Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS)

An initiative to help city agencies reduce child hunger in their communities by expanding participation in the federal Afterschool and Summer Meal Programs

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Grant Period: June 2016 - December 2017
Proposals Due: Friday, July 15

- Applications will be considered on a rolling basis from May 15 until July 15. We encourage cities with existing meal programs to submit proposals as early as possible.
- An informational webinar will be held May 23, 3:00-4:00pm ET. Register here: https://attendee.gotowebinar.com/register/3863180658157753348

With Support from the Walmart Foundation

Request for Proposals
Cities Combating Hunger through the Afterschool and Summer Meal Programs

Deadline: July 15, 2016
Applications will be considered on a rolling basis from May 15 through July 15

Background
In January 2012, with support from the Walmart Foundation, the National League of Cities (NLC) Institute for Youth, Education, and Families and the Food Research and Action Center (FRAC) launched a project to help local leaders reduce child hunger in their communities by expanding participation in the federal Afterschool and Summer Meal Programs. The Cities Combating Hunger through the Afterschool and Summer Meal Programs (CHAMPS) initiative has drawn upon the NLC's deep experience supporting city efforts that improve local afterschool programs and connect their residents with federal benefits, as well as FRAC's expertise in advancing best practices and policies for reducing hunger in communities across the country. The project has had great success in engaging municipal government in promoting and supporting federally-reimbursed meal programs and reducing hunger among children in local communities. A total of 44 cities have participated in the CHAMPS project thus far.

Now in its fifth year, NLC's CHAMPS project seeks to work with cities on a state-based approach in partnership with local anti-hunger organizations and state municipal leagues. These organizations in three states – Alabama, California, and Kansas – will work with city leaders and city agencies to increase participation in both the Afterschool and Summer Meal Programs. Our collective goal is for cities in these states to provide meals to at least 30,000 new children. To reach this goal, city agencies will be encouraged to directly sponsor new meal programs and/or to promote and expand summer and afterschool programs that already serve meals to children in the city in order to increase participation.

All cities that sign up to be a part of the CHAMPS project will receive the following opportunities, resources, and support from NLC and FRAC:

- An opportunity to apply for grant funding (with this RFP)
- Targeted technical assistance and project support from a leading anti-hunger organization in your state.
- Resources on meal program implementation, including best practices gained from our experience working with city agencies since 2012 to increase participation and add sites.
- Peer-learning and sharing opportunity through monthly technical assistance calls with other cities throughout your state similarly working on implementing meal programs.
- Assistance and guidance developing and implementing plans to increase program participation through one-on-one interaction, as needed, with NLC and FRAC staff throughout the duration of the grant period.
- Participation in 2-3 statewide convenings to share successes with, as well as learn from, other cities across the state.

- Recognition through NLC, FRAC, and state municipal league newsletters, websites, and social media of your contributions to the statewide success in increased participation in both Afterschool and Summer Meal Programs.

Funding Opportunity

As part of this initiative, cities in the three states have the opportunity to apply for grants to create year-round, coordinated feeding efforts that expand participation in both the federal Afterschool and Summer Meal Programs. Grants from $5,000 to $40,000 are available for cities that demonstrate a strong commitment to launch or expand local efforts to provide afterschool and summer meals utilizing the federal nutrition programs. The project's grant period will run from June 2016-December 2017.

NLC and FRAC will select up to 10 cities in Alabama, California, and Kansas to receive grant funding using the selection criteria described below. Whether or not a city receives funding, all cities that sign up to participate in CHAMPS will receive technical assistance, access to best practices and national experts, and opportunities for peer learning and exchange as they develop strategic approaches for their city to increase utilization of the Afterschool and Summer Meal Programs.

Proposed strategies for grant funding can support a city-wide campaign or effort to increase meal program participation, or they can support specific city sponsored meal program sites in ways that will increase participation. Strategies may include, but are not limited to:

- City agencies becoming sponsors of new summer and afterschool meal sites;
- Increasing the capacity of key Afterschool and Summer Meal Program providers that partner with the city;
- Developing or strengthening existing infrastructure that supports the Afterschool and Summer Meal Programs and provides healthy meals to low-income children year-round;
- Conducting intensive outreach and promotion of the availability of afterschool and summer meals, such as city-sponsored events for families, flyers and other promotional materials, and online or social media campaigns; and
- Testing new and creative strategies to increase participation.

NLC and FRAC will give preference to city-led projects with demonstrated commitment and capacity to expand access to meals through existing citywide afterschool and summer programming initiatives that could incorporate schools, parks and recreation centers, human services departments, churches, and nonprofit-run afterschool and summer programs in the community.

Request for Proposals
Cities Combating Hunger through the Afterschool and Summer Meal Programs

Proposal Instructions

Only city agencies located in Alabama, California or Kansas will be considered for a CHAMPS grant. We will review applications for this grant on a rolling basis beginning May 15 through July 15. We encourage cities with existing meal programs to submit proposals as early as possible.

To apply for a grant, please submit the following:

1) **Cover page** (see page 8)

2) A **narrative** (3-4 pages) which includes the following information:

   a) ***Description of the Prevalence of Child Hunger and Food Insecurity in your City:*** Please describe the prevalence of child hunger and food insecurity in your city, including participation rates in the federal National School Lunch Program (NSLP), and any other information that demonstrates your city's need for support in launching or expanding the Afterschool and Summer Meal Program participation.

   b) ***Afterschool and Summer Meal Programs in your City:*** Please provide an overview of the current state of Afterschool and Summer Meal Programs in your city. Please share as much information as you have about the sponsors of these programs, the number of existing sites, and the number of children served by those sites. What are some barriers that have prevented children from participating in these programs?

   c) ***Project Goals***: Please describe your city's goals to reduce hunger with funding from the CHAMPS project. If possible, please include your specific goals for adding meal sites and the number of children you hope to reach with meals for *both* the Afterschool and Summer Meal Programs.

   d) ***Scope of Work:*** Please detail how you will create or expand the Afterschool and Summer Meal Programs in your community. Please include:

      i. **Participating City Representative:** What city agency and/or city representative is taking the lead for this project? Please describe why this agency/representative is interested in this effort and the role that the person leading this effort will play in helping to achieve the project goals.

      ii. **Proposed Strategies:** Describe the steps the city will take to achieve the project's goals:

         - Describe any plans for the city to directly sponsor meal programs;
         - Explain how you propose to increase family participation in meal programs;
         - Share how you will track program participation and project efforts; and
         - Describe any specific technical assistance you need from NLC and your anti-hunger organization that could help you reach your goals.

iii. **Key Partners and Their Roles:** Please describe the partners you would like to work with to achieve your project goals – both confirmed and anticipated.
iv. **Timeline:** Please outline key milestones with dates for your scope of work.

e) ***Demonstrated Commitment and Role of Local Elected Officials:*** Please describe how any local elected officials in your city have supported the goal to reduce child hunger. How will the elected official(s) and other city representatives engage in this effort to increase participation in both Afterschool and Summer Meal Programs in your city – e.g. speaking engagements, convening high level stakeholders, producing written communications, issuing city proclamations supporting the program, etc.?

f) ***Relationship with State Agency and Anti-hunger Organization:*** Please describe any relationship you or others in the city have with the agency within your state department of education that is responsible for overseeing the federal Afterschool and Summer Meal Programs. Also, if you have a relationship with any anti-hunger groups in your state, please describe that here.

g) ***Sustainability:*** Please include a short description of how the programs will be sustained and any plans to continue work to expand participation after the grant period ends.

h) ***Budget:*** Please include a detailed budget and description of proposed use(s) of grant funds including any key dates for planned expenditures.

Allowable Use of Funds
While not intended to reflect all possible options, the following list contains examples of allowable expenditures*:

- Use of project consultant(s) or staff to develop and implement local strategies that increase utilization of the Afterschool and Summer Meal Programs (if funds will be used for new staff, please indicate how, if at all, staffing will be sustained after the grant ends);
- Reimbursement of start-up costs or provision of financial incentives to help existing afterschool and summer programs participate in the Afterschool and Summer Meal Programs or to increase the number of children served;
- Outreach and communications efforts (e.g., public service advertising, promotional materials, community events) designed to support increased use of the Afterschool and Summer Meal Programs;
- Travel costs to attend CHAMPS statewide convenings;
- Data collection and/or analysis to determine the number of children currently served by the Afterschool and Summer Meal Programs and inform decisions to target specific neighborhoods or groups; and
- Minor equipment purchases necessary to facilitate the provision of meals, including coolers or cambros.

**Funds cannot be used to purchase food, including supplementary items to meals served as part of the federal nutrition programs or for infrastructure improvements.*

Request for Proposals
Cities Combating Hunger through the Afterschool and Summer Meal Programs

Eligibility and Selection Criteria
Applicant organizations must be a city agency and will be selected to receive grants based on the following criteria:

- A strong commitment by city leaders to launch or expand local efforts to provide afterschool and summer meals to low-income children year-round through fthe ederal nutrition programs;
- Clearly defined goals that reflect the impact the grant will have on children in the community;
- Involvement and leadership of city staff to spearhead or collaborate with a lead partner in implementing the project;
- Demonstration of knowledge about local Afterschool and Summer Meal Programs;
- A clear plan of action to reach more children through the Afterschool and Summer Meal Programs and to sustain the program when the grant period ends;
- Significant need (measured by food insecurity and food hardship data, poverty estimates, and federal nutrition program participation rates);
- A budget that clearly shows how the funds would be spent in alignment with key partners and the program goals.

Timeline and City Expectations
The project will run through December 2017 and cities may expend funds through that time period. Throughout the grant period, selected cities will keep NLC staff apprised of progress, including setbacks or unexpected challenges, and program participation data.

- *Technical Assistance:* Cities will participate fully in the technical assistance opportunities provided to them, including conference calls, webinars, and state convenings.
- *Progress Reports:* Project cities will be asked to provide two short progress updates to NLC in December 2016 and June 2017.
- *Final Report:* A final report on progress and outcomes of the project should be submitted to NLC in mid-December 2017, describing progress to date and how funds were spent. All reports must include quantitative data on program participation, including the number of new sites as well as the number of children and meals served. NLC will provide a short template for the final report.
- *State Convenings:* All cities will also be expected to participate in 2-3 CHAMPS meetings in your state.The location for this meeting will be determined at a later date.

Request for Proposals
Cities Combating Hunger through the Afterschool and Summer Meal Programs

Project Timeline

CHAMPS Grants RFP released	May 15
City Applications Due	July 15 Applications will be accepted on a rolling basis from May 15 until July 15
Cities selected for grants	On a rolling basis. All cities will be notified about the grant award by the end of July.
CHAMPS technical assistance project	June – December 2017
1st interim report due to NLC	December 2016
2nd interim report due to NLC	June 2017
CHAMPS statewide convenings	(dates and location TBD)
Final report due to NLC	December 15, 2017
Project ends	December 2017

Application Submission

- If you have questions or would like more information, contact Jamie Nash at nash@nlc.org or 202-626-3160. **Please submit all application materials between May 15 through July 15 via email to Jamie Nash at** nash@nlc.org.

- An informational webinar will be held May 23 from 3:00-4:00 pm ET. Register here: https://attendee.gotowebinar.com/register/3863180658157753348

Request for Proposals
Cities Combating Hunger through the Afterschool and Summer Meal Programs

Application Cover Page

City: Wichita

State: Kansas

Population: 386,552 (2013)

Mayor: Jeff Longwell

Total Amount Requested *($5,000-$40,000)*: $40,000

Project Contact: *(The lead for this project should be a staff member within city government)*
John E. Hall

Title: Director

City Department or Agency: Housing & Community Services

Email: jehall@wichita.gov **Phone Number:** (316) 462-3795

Grant Contact: *(If different than project contact)*

_____

Title: _____

City Agency: _____

Email: _____ **Phone Number:** _____

If you have questions or would like more information, contact Jamie Nash at nash@nlc.org or 202-626-3160

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: 2016 Youth Employment Project Grant Agreement – Workforce Alliance of South Central Kansas, Inc.

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the 2016 Youth Employment Project Grant Agreement in the amount of $25,000 with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

Background: The Workforce Alliance (WA) Youth Employment Project (YEP) is an opportunity to assist young adults in finding employment. The YEP provides services to young adults ranging in age from 16-21, including assistance in resume creation, job search, preparation for interviews as well as education in soft skills, customer service and money management. The Workforce Alliance proposes to serve 200 young adults in 2016 with the goal that a sustainable model with increased capacity emerges for future years.

Any young adult wanting to participate in work readiness activities will be eligible for the YEP; however, the primary focus is young adults 16-21 years old who are low-income or have multiple barriers to employment opportunities. Barriers to employment opportunities can include: low income, basic skills deficiencies, pregnant/parenting, offender, foster child, homeless, school drop-out, disability, poor or no work history.

Analysis: The purpose of the YEP is to provide paid internship opportunities to young adults in order to provide practical experience in the workplace, instill leadership and soft-skills, and create the opportunity for success. Workforce Alliance studies show that work experience increases academic achievement and career planning. The internship will also provide an opportunity for the young adults to learn workplace ethics, obtain financial literacy education and be exposed to long-term career opportunities.

The YEP differs from The Way to Work Summer Youth Employment Program as YEP participants do not have to be enrolled in any of the Wichita Housing Authority's programs.

Financial Considerations: The financial source is the Urban Development's Economic Development Fund.

Legal Considerations: The Law Department has approved the 2016 Youth Employment Project contract as to form.

Recommendation/Action: It is recommended that the City Council approve the 2016 Youth Employment Project Grant Agreement in the amount of $25,000 with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

Attachment: 2016 Youth Employment Project Grant Agreement.

HOUSING AND COMMUNITY SERVICES DEPARTMENT

CONTRACT

THIS CONTRACT entered into this 1st day of June 2016 by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Workforce Alliance of South Central Kansas, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, the CITY desires to enter into a contract with the DELEGATE AGENCY for the provision of certain services necessary to fund job/internships for youth who are low-income or have multiple barriers to employment opportunities; and

WHEREAS, the cooperation of the CITY and the DELEGATE AGENCY is essential for successful implementation of the Youth Employment Project (YEP);

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The DELEGATE AGENCY, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the CITY and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by the DELEGATE AGENCY commencing June 1, 2016 and ending August 31, 2016. The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract.

SECTION 3. ESTABLISHMENT AND MAINTENANCE OF RECORDS. The DELEGATE AGENCY shall establish and maintain records as prescribed by the CITY, with respect to all matters covered by this contract. At a minimum, the DELEGATE AGENCY shall comply with the record retention and custodial requirements set forth in this Section.

A. Record Retention Policy.

The DELEGATE AGENCY shall retain all records pertinent to this contract, including but not limited to: financial, statistical, property, and participant records and supporting documents, for a period of three (3) years, subject to the qualifications set forth in Paragraph B.

B. Retention Periods.

1. The retention period will begin on the date of submission by the DELEGATE AGENCY of the annual or final expenditure report, whichever applies to the particular grant, except that the DELEGATE AGENCY shall retain records for nonexpendable property for a period of three (3) years after final disposition of the property.

2. The DELEGATE AGENCY must request in writing prior approval from the CITY for the destruction of any records relating to this contract.

3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records must be retained until 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.

SECTION 4. REPORTS AND INFORMATION. The DELEGATE AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this contract. All reports, information, data, and other related materials, prepared or assembled by the DELEGATE AGENCY under this contract, are subject to the disclosure requirements and exceptions set forth in K.S.A. 45-201 et seq.

SECTION 5. AUDITS AND INSPECTIONS. The DELEGATE AGENCY shall as required by the City and its authorized representative(s), all its records and data for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 6. PROCUREMENT STANDARDS. The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are those described in the 2 C.F.R. 200.317 through 200.326, as applicable. These standards must be applied in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements," as provided in Exhibit A attached hereto. Further, the DELEGATE AGENCY shall avoid conflicts of interest, real or apparent, by observing the following requirements.

Purchase of American-Made Equipment and Products. In accordance with the sense of Congress relative to purchase of American-Made Equipment and Products, to the greatest extent practicable, all equipment and products purchased with funds made available under this contract should be American-made.

A. Code of Conduct.

The DELEGATE AGENCY shall maintain a written code or written standards of conduct that will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with funds provided pursuant to this contract. These standards shall provide that no officer, employee, or agent shall:

1. Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under sub-recipient contracts; or

2. Participate in the selection, award, or administration of a procurement supported by contract funds subject to this section, where to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:

   a) the officer, employee, or agent;

   b) any member of his or her immediate family;

   c) his or her partner; or

   d) a person or organization that employs, or is about to employ, any of the above.

SECTION 7. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. [Reference Title VI of the Civil Rights Act of 1964 (Public Law 88-352)]. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.

B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes, and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The DELEGATE AGENCY shall not assign any interest in this contract without prior written consent of the CITY.

SECTION 10. COPYRIGHTS. If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to regulations of the KHRC. The CITY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

SECTION 11. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the CITY for determination by the CITY as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

SECTION 12. SECTARIAN ACTIVITY PROHIBITED. The funds provided under this contract shall not be used for the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

SECTION 13. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of 5 USC 15.

SECTION 14. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation or appropriations pending before the Congress of the United States of America, the Legislature of the State of Kansas, or the Wichita City Council.

SECTION 15. PAYMENTS.

A. Compensation and Method of Payment. The contract amount is payable at ninety percent (90%) upon execution of this contract, with the remaining ten percent (10%) payable at submittal of final invoice report after completion of the program, by September 30, 2016. Compensation and method of payment from the CITY to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the CITY.

B. Total Payments. Total payments to the DELEGATE AGENCY from the CITY will not exceed $25,000 as cited in the total of Exhibit C, attached.

C. Restriction on Disbursements. No contract funds shall be disbursed to a DELEGATE AGENCY or contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated if funds are not available and/or if final report has not been submitted for work performed during the effective date of this contract.

SECTION 16. MODIFICATION OF CONTRACT. As a result of additional requirements, the CITY may require modification of this contract. The DELEGATE AGENCY agrees to accept this contract with the understanding that the contract may be modified. In the event the DELEGATE AGENCY is unable to comply with the required contract modification the CITY shall be notified by the DELEGATE AGENCY within 10 days, at which time the CITY may declare this contract canceled and proceed under the contract cancellation provisions herein provided. Further, in the event the DELEGATE AGENCY is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the DELEGATE AGENCY may request modification of the contract. Any request for modification of the contract by the DELEGATE AGENCY must be provided to the CITY in writing and must state the reason(s) and provide justification. Any modifications to this contract shall be in accordance with the following provisions:

A. To provide necessary flexibility for the most effective execution of this project, subject to B. and C. below, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any contract modification must be approved in writing by both the CITY and the DELEGATE AGENCY.

B. Any line item changes to the approved budget per Exhibit C must be requested and justified in writing. Line item changes exceeding $25,000 must be presented to and approved by the City Council.

C. Prior to any financial or programmatic change that would substantially alter the original intent of the contract, a written amendment shall be approved and signed by all signatories to the original contract and by the City Council.

SECTION 17. CONTRACT CANCELLATION. The City shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by the DELEGATE AGENCY or its subcontractor. In the event of any failure of the DELEGATE AGENCY or its subcontractor to achieve 85% of the scheduled program goals as set forth in Exhibit B, the CITY reserves the right to require replanning or other appropriate action, which may involve reduction or deobligation of funds or cancellation of this contract; however, any of these actions shall not relieve the DELEGATE AGENCY of the requirement to achieve 100% of the performance goals by the termination date of this agreement.

Cancellation shall be effected by the CITY's notice of cancellation to the DELEGATE AGENCY, which shall specify the reasons for cancellation and the date upon which such cancellation becomes effective. Upon receipt of notice of cancellation the DELEGATE AGENCY shall: (1) discontinue further commitments of contract funds; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract; (3) settle with the approval of the CITY all outstanding claims arising from such cancellation; and (4) submit, within a period of time to be specified by the CITY, a cancellation settlement proposal which shall include a final statement of the contract.

SECTION 18. TERMINATION CLAUSE. Upon breach of the contract by the DELEGATE AGENCY, the CITY by giving written notification may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 23 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This contract may also be terminated by mutual agreement of the parties if funding is suspended. If contract termination occurs, as a result of factors other than breach of the contract terms by the DELEGATE AGENCY, the contract cancellation procedure set forth in Sections 17 and 18 of this contract shall take effect.

SECTION 19. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. All parties to this contract shall comply with all provisions contained in the Americans with Disabilities Act of 1990, as amended.

SECTION 20. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United

States and the State of Kansas relating to the particular product, products, or services purchased or acquired by the DELEGATE AGENCY pursuant to this contract.

SECTION 21. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COSTS PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to applicable Provisions of 2 C.F.R. Part 200, Subparts A through E.

SECTION 22. RENEGOTIATION. This contract may be renegotiated in the event additional or alternate sources of funding become available during the term of the contract.

SECTION 23. APPENDICES. All documents or exhibits referenced herein, all amendments or mutually agreed upon modification(s) made and signed by all parties to this contract, and all exhibits referenced below and attached hereto are hereby incorporated in this contract and made a part thereof as though fully set forth herein.

Exhibit A	Revised Non-Discrimination & Equal Employment Opportunity/Affirmative Action Requirements
Exhibit B	Performance Criteria, Contract Objectives
Exhibit C	Detail of Budget
Exhibit D	Contractual Provisions Attachment
Exhibit E	Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements

Exhibit A

REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated hereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA
CONTRACT OBJECTIVES

It is mutually agreed by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Workforce Alliance of South Central Kansas, Inc. (hereinafter referred to as the DELEGATE AGENCY) that it is the intent of this contract to provide employment opportunities to young adults 16-21 years old who are low income or have multiple barriers to employment opportunities. The geographic area to be served under this contract includes all areas within the city limits of Wichita, Kansas.

FIRST, the DELEGATE AGENCY understands and agrees that performance under this contract will be evaluated by the CITY's Wichita Sedgwick County Community Action Partnership (hereinafter referred to as the WSCCAP), a division of the Housing and Community Services Department.

SECOND, the DELEGATE AGENCY shall notify the WSCCAP whenever it is unable to provide the quantity or quality of service required under this contract. Upon such notification, the WSCCAP shall determine whether such inability will require a modification or cancellation of the contract or a reduction in the payments to the DELEGATE AGENCY.

THIRD, it is understood that DELEGATE AGENCY records used in preparation of all reports submitted pursuant to this agreement are subject to review by the CITY and/or its agent to ensure the accuracy and validity of the information reported. An assessment of accomplishments and deliverables is required by September 30, 2016. The WSCCAP will conduct at least one onsite monitoring visit.

FOURTH, the DELEGATE AGENCY understands and agrees that the $25,000 in Urban Development's Economic Development Funds shall be the maximum amount provided by the CITY under this contract per Exhibit C. Costs exceeding $25,000 shall not be allowable under the terms of this contract.

CONTRACT PROVISIONS SPECIFIC TO THE PROJECT'S SCOPE OF SERVICES

The CITY and the DELEGATE AGENCY mutually understand and agree to the following provisions under this contract:

1. The DELEGATE AGENCY is solely responsible for the certification of eligible applicants for providing job/internship opportunities.

2. The DELEGATE AGENCY will provide job/internship opportunities for at least 12 and up to 20 young adults 16-21 years old enrolled in the Youth Employment Project who are low-income or have multiple barriers to employment opportunities. The Youth Employment Project provides assistance in resume creation, job search, preparing for interviews as well as education in soft skills, customer service and money management. One hundred percent (100%) of the participants will earn a Youth Essential Skills Certificate through workshops and coaching prior to beginning a job/internship opportunity. Up to sixteen (16) job readiness workshops will be scheduled between June 1, 2016 and August 31, 2016.

3. Through a contractual agreement with the Workforce Alliance of South Central Kansas, Inc. these funds will be used to fund job/internships for young adults. No DELEGATE AGENCY equipment or materials may be purchased.

4. The DELEGATE AGENCY agrees that all payments under this contract shall be in accordance with established budgeting, purchasing, and accounting procedures of the CITY.

5. The DELEGATE AGENCY agrees to submit an invoice for job/internships through the Youth Employment Project support for 90 percent of the contract amount; the remaining ten percent is payable upon submittal of final report that will be due on September 30, 2016. Disbursement of funds under this contract may be requested only for necessary, reasonable, and allowable costs described therein, and for which the DELEGATE AGENCY has made payment during the period of performance set forth in Section 2. The City agrees to pay the DELEGATE AGENCY for such costs, and payment shall be made upon receipt of an Invoice for payment, accompanied by a monthly progress report from the DELEGATE AGENCY specifying the services performed and expenses incurred. All requests for payment must be accompanied by an invoice which identifies the address to which payment should be remitted, documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), the names of clients who received the services, and other supporting documentation. Supporting documentation must be accompanied by an agency payment voucher providing this information and a copy of the signed check with which the payment was made.

6. The DELEGATE AGENCY agrees to claim payment only from the CITY under this Agreement and not for any portion of its obligations that have been paid by another source of revenue.

7. The DELEGATE AGENCY agrees that the City Funds shall not be disbursed except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement.

8. The DELEGATE AGENCY agrees that all payments made are subject to its compliance with this Agreement. Any breach of the contract is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.

9. The DELEGATE AGENCY agrees that closeout report and invoice must be submitted before September 30, 2016. If not submitted, the unexpended funds shall revert to the City of Wichita.

10. The DELEGATE AGENCY agrees to provide fiscal reports, listing financial expenditure information in the detail required for the City to determine the financial status of the project and the amount of funds expended for applicants served during the reporting time period. The CITY will specify in writing the reporting periods for the fiscal reports and the dates that they are due.

11. The DELEGATE AGENCY agrees to provide such demographic reports as are determined necessary by the CITY.

BUDGET DETAIL

FUND: 290-SUBFUND	DEPARTMENT: H&CS	DIVISION: CDD Workforce Alliance	ACTIVITY NO.:

Account Classification	**Budget**
1195 Delegate Agencies-Payroll	$ 25,000
TOTAL	$25,000
GRAND TOTAL	$25,000

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form then that form must be altered to contain the following provision:

> "The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of September 2010.

TERMS HEREIN CONTROLLING PROVISIONS:

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

AGREEMENT WITH KANSAS LAW:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

TERMINATION DUE TO LACK OF FUNDING APPROPRIATION:

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

DISCLAIMER OF LIABILITY:

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

ANTI-DISCRIMINATION CLAUSE:

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of the preceding paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total $5,000 or less during the fiscal year of such agency.

ACCEPTANCE OF CONTRACT:

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

ARBITRATION, DAMAGES, WARRANTIES:

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

REPRESENTATIVE'S AUTHORITY TO CONTRACT:

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

INSURANCE:

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

INFORMATION:

No provisions of this contract shall be construed as limiting the Legislative Division of Post Audit from having assess to information pursuant to K.S.A. 46-1101 et seq.

THE ELEVENTH AMENDMENT:

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

EXHIBIT – E
CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (2 CFR 200.450), Department of Health and Human Services (45 CRF Part 93).

The undersigned contractor certifies that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the applicable provisions of Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, Uniform Requirements for Federal Awards (2 C.F.R. Part 200), and for the Department of Agriculture (7 C.F.R. Part 3017), Department of Labor (29 C.F.R. Part 98), Department of Education (34 C.F.R. Parts 85, 668 and 682), and Department of Health and Human Services (45 C.F.R. Part 76 and 45 C.F.R. 75.212).

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
   (b) Have not 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, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) 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.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for federal agencies (2 C.F.R. Part 182), for the Department of Agriculture (7 C.F.R. Part 3017), Department of Labor (29 C.F.R. Part 98), Department of Education (34 C.F.R. Parts 85, 668 and 682), and Department of Health and Human Services (45 C.F.R. Part 76).

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Workforce Alliance of South Central Kansas, Inc. Contract Number

_____
Keith A. Lawing, President & Chief Executive Officer

_____
Date

CITY OF WICHITA

_____
Jeff Longwell, Mayor
City of Wichita

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to form:

_____
Jennifer Magana
Director of Law and City Attorney

_____
Date

Agenda Item No. IV-8

City of Wichita
City Council Meeting
July 12, 2016

TO:	Mayor and City Council
SUBJECT:	2017 Annual Operating Budget
INITIATED BY:	City Manager's Office
AGENDA:	New Business

Recommendation: Set the public hearing date, authorize the publication of the public hearing notice, and place the ordinances on first reading.

Background: The 2017 – 2018 Proposed Budget has been developed over the past several months based on input from the public and direction from the City Council. Staff met with the District Advisory Board members in each district and hosted one Social Media Town Hall session at which the City received 1,254 reactions, 667 comments, and 194,509 page views on Facebook. Budget information and presentations have been posted on the City's website.

Analysis: The local operating budget totals $580,585,538 (which does not include internal service funds, capital projects, grant funds, trust funds, or interfund transactions). Interfund transactions and appropriated reserves increase this amount to $163,232,871. The inclusion of trust funds, as required by law, is an additional $103,927,193 increasing the total to $847,745,602. The 2017 Proposed General Fund budget totals $231,078,516 (not including appropriated reserves) and is balanced. The General Fund reserve level for 2017 is estimated at $27,950,798, or 12.1% of expenditures, in accordance with policy.

The 2017 Proposed Budget requires a tax levy of $106,990,860, including $79,167,868 for the General Fund and $27,822,992 for the Debt Service Fund. This compares to a total levy of $104,321,633 in 2016. An estimated 2017 mill levy rate of 32.686 (24.186 mills for the General Fund and 8.500 mills for the Debt Service Fund) is required based on an estimated valuation of $3,273,293,158. This estimated 2017 mill levy rate equals the 2016 Adopted Budget mill levy rate of 32.686.

Assessed valuation is projected to increase by $81,710,862, or 2.6%, to a total of $3,273,293,158. The valuation changes include an increase of $39,686,501 due to new improvements and $188,123 due to annexation. The value of personal property fell by $7,892,831, reflective of the continual decline in the assessed value based on Legislative action in 2006 to exempt new purchases of machinery and equipment. Property that changed in use added $6,217,126 to the valuation. Finally, other changes resulted in a net increase of $43,511,943.

The Self-Supporting Municipal Improvement District (SSMID) Fund is included in the 2017 Proposed Budget with a property tax levy of $663,313, compared to a levy of $566,313 in 2016. The estimated mill levy required in 2017 is 7.118, 1.000 mill higher than the 2016 Adopted mill levy rate of 6.118. This property tax is levied only in the SSMID, which is located in downtown Wichita. This additional revenue will be used to finance a series of pilot projects over a three-year period in downtown Wichita. Assessed valuation of the SSMID increased by $627,235 (0.7%) to an estimated $93,188,084. New improvements and change in use added an estimated $442,783 in valuation, while personal property fell by $422,336. Other changes in value on a net basis were an increase of $606,788.

There are a total of nine Tax Increment Financing (TIF) Funds included in the 2017 Proposed Budget. These include two environmental TIFs (Gilbert & Mosley and the North Industrial Corridor) and seven economic TIFs (East Bank, Old Town Cinema, Northeast Redevelopment, Ken Mar, Center City South, Douglas and

Hillside, and Union Station). The combined resources of the nine TIF funds are $6,647,343 of which $6,451,518 is derived from property tax increments.

The dollar amounts for fund expenditures or taxes levied, after they are set in the published notice of hearings on the proposed budget, cannot be exceeded; however, the City Council may determine subsequently to reduce the taxes levied or expenditure levels. The formal hearing and adoption of the budget is scheduled for August 9, 2016. After the adoption of the budget, if subsequent actions result in an increase to budgeted expenditure levels, a process of re-publication, including additional public hearings and re-certifications, will be required.

In addition to action on the 2017 Budget, it is requested that action be taken to amend last year's 2016 Adopted Budget – as contained in the current proposed budget submitted to the City Council. These increases in the 2016 budget are summarized as follows:

1. The **State Office Building Fund** increase of $1,770,391 allows for certification of an expenditure budget, which will be utilized to track financial activity associated with the State Office Building. The fund was not initially certified for 2016, since the contract with the State of Kansas to lease the building expired. However, to appropriately record financial transactions associated with the continued operation of the building as it is transitioned to private ownership, staff recommend certifying an expenditure budget for 2016.

2. The **Cemetery Fund** increase of $12,229 reflects additional costs for drainage improvements that are needed at Highland Park Cemetery.

3. The **Information Technology Fund** increase of $122,315 reflects additional salary and wage costs, primarily due to lower staff turnover savings than previously budgeted.

Financial Considerations: Publication of the notice of formal hearing will set the maximum amount that may be expended in each fund. The City Council may subsequently reduce expenditures required (and proposed tax dollars to be levied), but not increase them.

Legal Considerations: State statutes require the City Council to publish notice of the public hearing scheduled for approval of the annual operating budget and for budget amendments of published funds. This publication must be made at least ten days prior to the budget adoption public hearing. In addition, this publication must set the maximum proposed tax levies, as well as the maximum proposed expenditures (including appropriated balances) for each certified fund. The 2017 Budget is scheduled to be adopted by the City Council on August 9, 2016.

State statutes also limit the amount of taxes that can be levied without specific notification requirements. These requirements are outlined in KSA 79-2925b. The statute requires a "notice of vote publication" if the governing body approves the levy of property taxes at a growth rate greater than the Consumer Price Index (CPI), with several other exceptions. The proposed amount of taxes levied in the City's 2017 Proposed Budget exceed the amount of the tax lid for 2017 by $805,647. In addition, the amount of taxes levied in the 2017 Proposed Budget for the Self Supporting Municipal Improvement District exceed the amount of the property tax lid for 2017 by $93,588. The Law Department has reviewed the attached ordinances and approved them as to form.

Recommendation/Actions: It is recommended that the City Council set the public hearing on the Proposed 2017 Budget (including the Tax Increment Financing Districts and the Self-Supporting Municipal Improvement District) and the 2016 Revised Budget for August 9, 2016; authorize publication of the formal public hearing notice; approve first reading of the general budget, TIF district, and SSMID ordinances; set a maximum amount of taxes levied for the City of Wichita at $106,990,860, based on an anticipated mill levy of 32.686 mills (no change from the current mill levy) and an estimated assessed valuation of $3.273 billion; and set the maximum amount of taxes levied for the Self-Support Municipal Improvement District at

$663,313, based on an estimated levy of 7.118 mills and an estimated assessed valuation of $93,188,084.

Attachments:
Notice of Budget Hearing – Proposed Budget 2017 Expenditures
Notice of Budget Hearing – Amending the 2016 Budget
Notice of Budget Hearing – Proposed Budget 2017 Tax Increment Financing Funds (TIF)
Notice of Budget Hearing – Proposed Budget 2017 Expenditures – Downtown Wichita Self-Supporting Municipal Improvement District
Ordinance – Fixing General Tax Levy – City of Wichita
Ordinance – Fixing General Tax Levy – Downtown Wichita Self-Supporting Municipal Improvement District
Ordinance – Gilbert and Mosley Site Redevelopment TIF
Ordinance – North Industrial Corridor Redevelopment TIF
Ordinance – East Bank Redevelopment TIF
Ordinance – Old Town Cinema TIF
Ordinance – Northeast Redevelopment TIF
Ordinance – Ken Mar Redevelopment TIF
Ordinance – Center City South Redevelopment TIF
Ordinance – Douglas and Hillside Redevelopment TIF
Ordinance – Union Station Redevelopment TIF
Ordinance – Notification of Increase in Tax Revenues for Budget Year – City of Wichita
Ordinance – Notification of Increase in Tax Revenues for Budget Year – Downtown Wichita Self-Supporting Municipal Improvement District

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-276

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE CITY OF WICHITA, KANSAS, FOR THE YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017, AND RELATING THERETO, AND CONCURRENTLY APPROVING CERTAIN AMENDMENTS TO THE 2016 ADOPTED BUDGET.

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

SECTION 1. The City of Wichita, Kansas has adopted a budget requiring $106,990,860, in general taxes to be levied for the funds as specified below.

There is hereby levied by the City of Wichita, Kansas on all taxable tangible property in the City of Wichita, Kansas, according to the estimated assessed valuation thereof, a mill levy rate for the City of Wichita, Kansas, and said mill levy rate is subject to the actual determination of assessed valuation by the County Clerk. It is the intention of the City of Wichita to set a levy sufficient to raise the above amounts; PROVIDED, that said levy must remain within those limitations set by statute or charter ordinance.

SECTION 2. That in accordance with Section 1 hereof, there be and hereby is levied by the City of Wichita, Kansas, upon all the taxable property in the City of Wichita, Kansas, according to the assessed valuation thereof, the following amount for the use of the City of Wichita, Kansas, for the year 2017, which begins January 1, 2017, and ends December 31, 2017, for the following purposes, to wit:

CALCULATION OF TAX DOLLARS TO BE LEVIED

	City of Wichita	**Mill Levy**
Assessed Valuation	$3,273,293,158	
Taxes to be Levied:		
General Fund	79,167,868	24.186
Debt Service Fund	27,822,992	8.500
Total:	**106,990,860**	**32.686**

SECTION 3. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the property taxes required in this ordinance to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 4. That the amendments to the 2016 Adopted Budget of the City of Wichita, Kansas, as proposed for consideration and noticed for public hearing concurrently with the proposed 2017 budget, be, and the same (together with any modifications thereto as may have been made following the public hearing) hereby are, approved and adopted.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-277

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE DOWNTOWN WICHITA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT FOR THE YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established the Downtown Wichita Self-Supported Municipal Improvement District ("District") by Ordinance No. 44-895 under the authority of K.S.A. 12-1794, et seq., effective March 24, 2001, and the governing body of the City serves as the governing body of the District; and,

WHEREAS, on February 12, 2008, the City of Wichita, Kansas established the term of the District Ordinance to the year 2012, and then automatically for one more year, for each year the City adopts a District budget; and

WHEREAS, pursuant to K.S.A. 12-17,102, the governing body of the District is authorized to levy taxes annually within the District to carry out the purposes of the District; and

WHEREAS, the Downtown Wichita Self-Supported Municipal Improvement District Advisory Board has submitted a proposed budget to the governing body of the District as required by law;

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

SECTION 1. The governing body of the Downtown Wichita Self-Supported Municipal Improvement District ("District") has adopted a budget requiring $663,313 in general taxes to be levied for the fund of the District for the year 2017, which begins January 1, 2017, and ends December 31, 2017. The boundaries of the District are as follows:

> Beginning at the east bank of the Arkansas River and the Kellogg Street Fly Over, eastward to Washington Street; North along Washington Street to Central Avenue; West along Central Avenue to its intersection with Greenway Boulevard; and along a line south through the War Memorial Park to the east bank of the Arkansas River; South along the east bank of the Arkansas River to the point of beginning at the Kellogg Street Fly Over, all in Wichita, Sedgwick County Kansas, EXCEPT AND EXCLUDING THEREFROM THE REAL PROPERTY DESCRIBED AS Lot 2, Emerson Addition to the City of Wichita, Sedgwick County, Kansas.

And as shown upon the map attached as Exhibit A and made a part of this ordinance.

SECTION 2. There is hereby levied by the governing body of the District on all taxable tangible property in the District, according to the estimated assessed valuation thereof, a mill

levy rate for the District, and said mill levy rate is subject to the actual determination of assessed valuation by the County Clerk. It is the intention of the City of Wichita to set a levy sufficient to raise the above amounts; PROVIDED, that said levy must remain within those limitations set by statute or ordinance.

SECTION 3. That in accordance with Section 2 hereof, there be and hereby is levied upon all the taxable property in the District, according to the assessed valuation thereof, the following amount for the use of the District, for the year 2017, which begins January 1, 2017, and ends December 31, 2017, to wit:

CALCULATION OF TAX DOLLARS TO BE LEVIED

	District	Mill Levy
Assessed Valuation	$93,188,084	
Taxes to be Levied:	$663,313	7.118

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the property taxes required in this ordinance to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

DESCRIPTION OF THE DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT (SSMID)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the east bank of the Arkansas River and the Kellogg Street Fly Over, eastward to Washington Street; north along Washington Street to Central Avenue; west along Central Avenue to its intersection with Greenway Boulevard; and along a line south through the War Memorial Park to the east bank of the Arkansas River; south along the east bank of the Arkansas River to the point of beginning at the Kellogg Street Fly Over, all in Wichita, Sedgwick County, Kansas, EXCEPT AND EXCLUDING THEREFROM THE REAL PROPERTY DESCRIBED AS Lot 2, Emerson Addition to the City of Wichita, Sedgwick County, Kansas.

THE DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT (SSMID)

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-278

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE GILBERT AND MOSLEY SITE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Gilbert and Mosley Site Redevelopment District under authority of K.S.A. 1990 Supp. 12-1770 *et seq.*, and Chapter 59 of the 1991 Sessions Laws of the State of Kansas; and,

WHEREAS, the City has by ordinance passed upon a 2/3 vote adopted a redevelopment plan for the Gilbert and Mosley Site Redevelopment District, the District being created in 1991; and,

WHEREAS, the City found that the conditions set forth in Section 1(a)(2) of Chapter 59 of the 1991 Session Laws of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Gilbert and Mosley Site Redevelopment District is set on a yearly basis as provided in Section 2(b) of Chapter 59 of the 1991 Session Laws of the State of Kansas; and,

WHEREAS, the boundaries of the Gilbert and Mosley Site Redevelopment District are described in "Exhibit A" attached hereto

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget requiring $2,670,040 of increment funds in ad valorem taxes from the Gilbert and Mosley Site Redevelopment District (the current boundaries of the District are described in "Exhibit A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby sets the increment to be collected from ad valorem taxes produced from property located within the Gilbert and Mosley Site Redevelopment District at $2,670,040 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of investigation and remediation of the contaminated condition that exists in the Gilbert and Mosley Site Redevelopment District that are anticipated to be incurred between January 1, 2017, and December 31, 2017, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to the investigation and remediation of contamination. The increment set herein does not exceed twenty percent (20%) of the amount of taxes that were produced in 1991, which was the year the Gilbert and Mosley Site Redevelopment District was first established.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment to be produced from ad valorem taxes that are to be levied in the Gilbert and Mosley Site Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

BUDGET SUMMARY

The expenditures, revenues and the amount of 2016 tax to be levied (published below) establish the maximum limits of the 2017 budget for the Groundwater Contamination Project of the Gilbert and Mosley Site Redevelopment District.

Gilbert and Mosley Site Redevelopment District Revenues:	**2017 Proposed Budget**	**Amount To Be Levied**
Contributions - potentially responsible parties	110,000	
Motor Vehicle Tax	0	
Cost to be funded by a levy from the Gilbert and Mosley Site Redevelopment District*	2,670,040	**$ 2,670,040**
Total Revenues	**$ 2,780,040**	
Expenditures:		
Personal services	0	
Contractuals	1,567,761	
Commodities	196,600	
Capital outlay	0	
Debt service / temporary notes	0	
Reimbursements	207,237	
Environmental remediation projects	11,209,000	
Total Expenditures	**$ 13,180,598**	

* The Gilbert and Mosley Site Redevelopment District was formed under authority of Ordinance No. 41-446 and K.S.A. 12-1770 *et seq*.

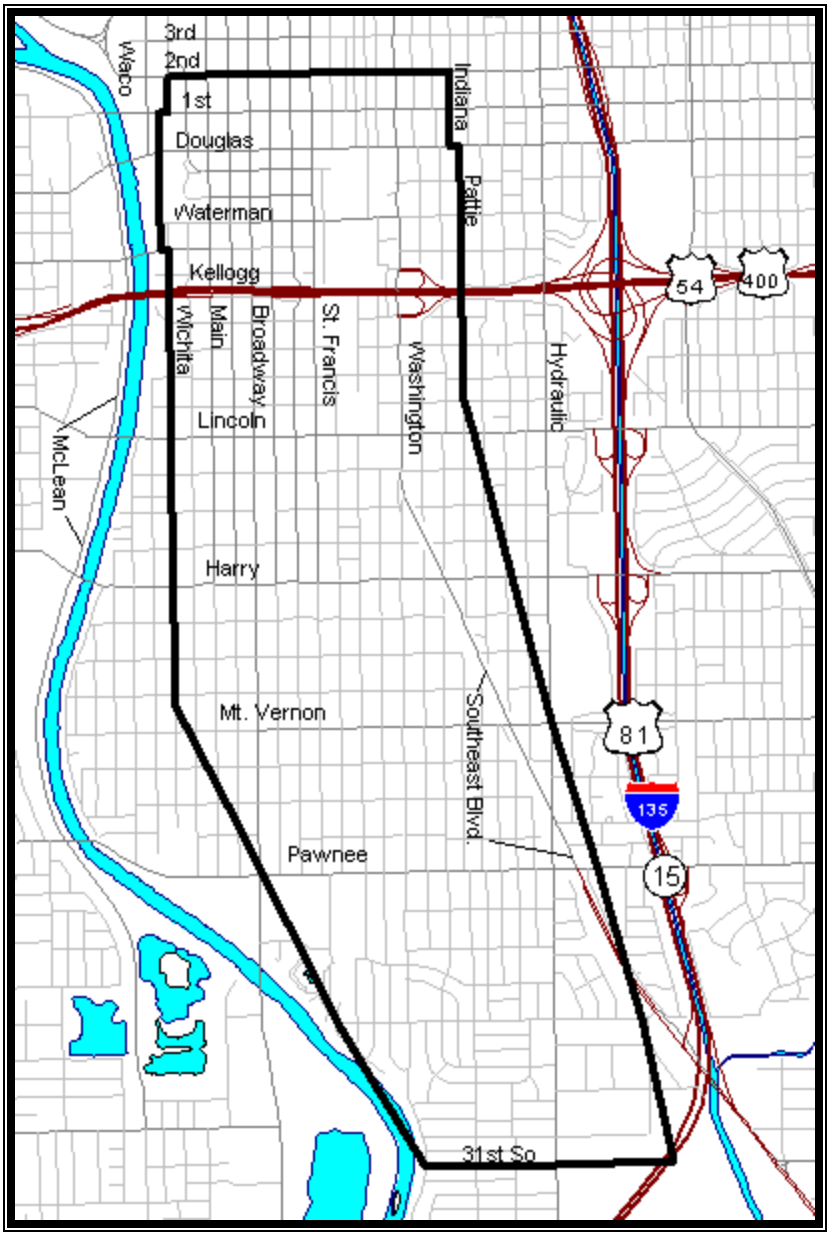
K.S.A. 12-1771a(d) provides that the real property taxes produced by the environmental increment from a redevelopment district shall be allocated and paid by the County Treasurer to the Treasurer of the City and deposited in a special separate fund of the City to pay the direct cost of investigation and remediation of contamination in the redevelopment district. K.S.A. 12-1771a(b) provides that the environmental increment is set on a yearly basis and each year's increment shall be set in an amount sufficient to pay the direct costs of investigation and remediation of the contaminated condition anticipated to be incurred that year. The mill levy rate for property located inside the Redevelopment District does not increase as a result of this levy. Therefore, an estimate of the mill levy rate is not included in this budget summary.

_____

Karen Sublett, City Clerk

DESCRIPTION OF THE GILBERT AND MOSLEY SITE REDEVELOPMENT DISTRICT (TIF DISTRICT #1)

Within the City of Wichita, Sedgwick County, Kansas, bounded on the north by Second Street; on the west by Wichita Street from Second Street to First Street; thence west on First Street to Civic Center Place; thence south on Civic Center Place and Civic Center Place extended to Lewis and Wichita Street; thence south along Wichita Street to Skinner Street; thence southeast including part of the 1900 block of South Wichita Street, the 2000 block of South Water Street, the 2100 block of South Main Street, the 2200 block of South Market Street, the 2300, 2400 and 2500 blocks of South Santa Fe Street; from Santa Fe Street and Greenway Boulevard to 31st Street South and Washington, 31st Street South being the south boundary; thence along 31st Street South to Interstate Highway I-135; thence northwesterly along the east boundary including the 3000 and 2900 blocks of South Madison, Northern and Wassall Streets, west of Madison, Wassall west of Southeast Boulevard, 1805 Glen Oaks Drive, the 2500 block of South Southeast Drive, the 1900 block of East Pawnee, Blake Street west of Minnesota Street, Stafford Street west of Minneapolis Street, the west side of Minneapolis between Stafford Street and Hodson Street, west of Kansas Street between Hodson Street and Mt. Vernon Street, Linwood Park, west of Hydraulic Avenue from Mt Vernon Street to Funston Street, the 1600 and 1700 blocks of South Greenwood, the 1400 and 1500 blocks of South Ellis, the 1200 and 1300 blocks of South Lulu, thence beginning at the 1000 block of Pattie, north along Pattie to Douglas, thence west along Douglas to Indiana; thence north along Indiana to Second Street being the north boundary.



THE GILBERT & MOSLEY SITE REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT #1)

(Published in The Wichita Eagle on _____, 2016) 037002

ORDINANCE NO. _____

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE EAST BANK REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the East Bank Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the East Bank Redevelopment District, the District being created in 1995; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the East Bank Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2002; and,

WHEREAS, the City has by ordinance expanded the District boundaries, the District boundaries being modified in 2004; and,

WHEREAS, the boundaries of the East Bank Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating $1,422,091 of increment funds in ad valorem taxes from the East Bank Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the East Bank Redevelopment District at $1,422,091 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2017, and December 31, 2017, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of

properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the East Bank Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

DESCRIPTION OF THE EAST BANK REDEVELOPMENT DISTRICT (TIF DISTRICT #3)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of Main Street and Kellogg Avenue, thence north on Main Street to the intersection of Main Street and Douglas Avenue, thence west on Douglas Avenue to the intersection of Douglas Avenue and Waco Street, thence north on Waco to the intersection of Waco Street and Greenway Boulevard, thence north on Greenway Boulevard to Central Avenue, thence west on Central Avenue to Seneca Street, thence south on Seneca Street to the intersection of Seneca Street and McLean Boulevard, thence south on McLean Boulevard to Kellogg Avenue, thence east on Kellogg Avenue to Main Street, being the point of beginning, plus an approximately five-acre parcel located at the southwest corner of Maple Street and McLean Boulevard.

THE EAST BANK REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #3)

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-281

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Old Town Cinema Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Old Town Cinema Redevelopment District, the District being created in 1999; and,

WHEREAS, an additional redevelopment project plan was authorized for the Mosley Street Project Area in the Old Town Cinema Redevelopment District, which includes, but is not limited to, the reconstruction of Mosley Avenue from 2nd Street to 3rd Street and Rock Island Avenue for one-half block south of 3rd Street in 2015; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Old Town Cinema Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance reduced the District boundaries, the District boundaries being modified in 2001; and,

WHEREAS, the boundaries of the Old Town Cinema Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating $548,359 of increment funds in ad valorem taxes from the Old Town Cinema Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Old Town Cinema Redevelopment District at $548,359 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a,

such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2017 and December 31, 2017 including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Old Town Cinema Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

DESCRIPTION OF THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT (TIF DISTRICT #7)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of East 3rd Street North and Washington Street, thence south along the centerline of Washington Street to the intersection of Washington Street and East 2nd Street North, thence west along the centerline of East 2nd Street North to the intersection of East 2nd Street North and Santa Fe Street, thence north along the centerline of Santa Fe Street to the intersection of Santa Fe Street and East 3rd Street North, thence east along the centerline of East 3rd Street North to the intersection of East 3rd Street North and Washington Street, being the point of beginning.

THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #7)

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-282

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTHEAST REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Northeast Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Northeast Redevelopment District, the District being created in 1997; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Northeast Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2003; and,

WHEREAS, the boundaries of the Northeast Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating $31,600 of increment funds in ad valorem taxes from the Northeast Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Northeast Redevelopment District at $31,600 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2017, and December 31, 2017, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Northeast Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

DESCRIPTION OF THE NORTHEAST REDEVELOPMENT DISTRICT (TIF DISTRICT #11)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of E 13th St N and N Grove Avenue, thence north along the center line of N Grove Avenue to the point adjacent to the northwest corner of Lot 11 in Marsh's Replat of Getto's 2nd Addition, thence east to the northwest corner of Lot 12 in March's Replat of Getto's 2nd Addition, thence south to the southwest corner of Lot 12, thence east to the center line of N Poplar Avenue, thence south to the center line of E 13th ST N, thence west to the point of the beginning.

THE NORTHEAST REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #11)

(Published in The Wichita Eagle on _____, 2016) 037002

ORDINANCE NO. _____

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE KEN MAR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Ken Mar Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Ken Mar Redevelopment District, the District being created in 2008; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Ken Mar Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the boundaries of the Ken Mar Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating $57,004 of increment funds in ad valorem taxes from the Ken Mar Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Ken Mar Redevelopment District at $57,004 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2017, and December 31, 2017, including principal and interest due on the tax increment financing loan referenced in that certain Amendment to Development Agreement Regarding Revitalization of Ken Mar Shopping Center (Providence Square) dated as of the 4th of October, 2011, which was issued to finance in whole or in part certain acquisition and paving reconstruction expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Ken Mar Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

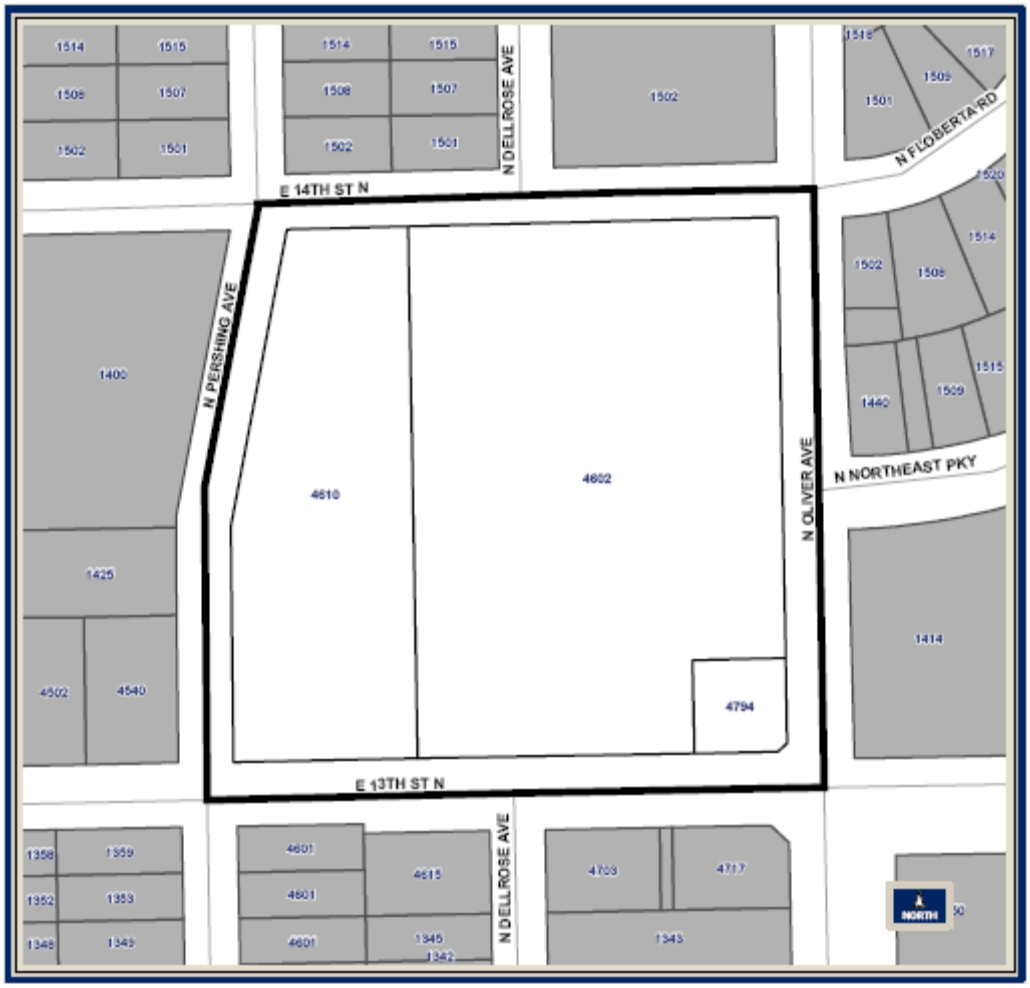
APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

DESCRIPTION OF THE KEN MAR REDEVELOPMENT DISTRICT (TIF DISTRICT 14)

All property parcels located between the center line of 13th Street North on the south, the north right of way line of 14th Street North on the north, the center line of Oliver Avenue on the east and the west right of way line of Pershing Avenue on the west, in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas.



THE KEN MAR REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT 14)

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-284

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Center City South Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Center City South Redevelopment District, the District being created in 2007; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Center City South Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance added property and increased the District boundaries, the District boundaries being modified in 2008; and,

WHEREAS, the boundaries of the Center City South Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating $172,996 of increment funds in ad valorem taxes from the Center City South Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Center City South Redevelopment District at $172,996 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2017, and December 31, 2017, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of

properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Center City South Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

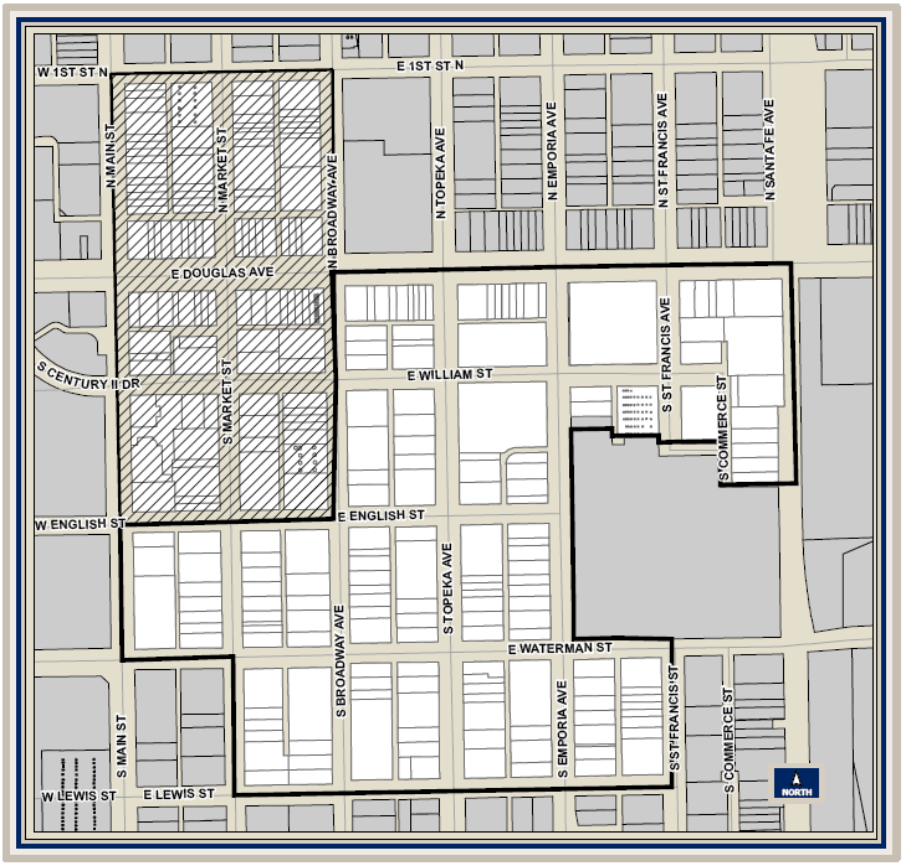
APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

DESCRIPTION OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT (TIF DISTRICT #12)

All property located in Wichita, Sedgwick County, Kansas within the boundaries beginning at the intersection of the centerline of Main Street and the north right of way line of 1st Street North; thence east to the east right of way line of Broadway Avenue; thence south to the north right of way line of Douglas Avenue; thence east to the east right of way line of Santa Fe Avenue; thence south to the south right of way line of Waterman Street; thence west to the east right of way line of St. Francis Street; thence south to the south right of way line of Lewis Street; thence west to the west right of way line of Market Street; thence north to the south right of way line of Waterman Street; thence west to the centerline of Main Street; thence north to the point of beginning; excluding Lot 1 Block 1 Sedgwick County Arena Addition; and including all street rights of way within such described area.



THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #12)

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-285

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE DOUGLAS & HILLSIDE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Douglas & Hillside Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Douglas & Hillside Redevelopment District, the District being created in 2006; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Douglas & Hillside Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the boundaries of the Douglas & Hillside Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating $33,403 of increment funds in ad valorem taxes from the Douglas & Hillside Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Douglas & Hillside Redevelopment District at $33,403 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2017, and December 31, 2017, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Douglas & Hillside Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

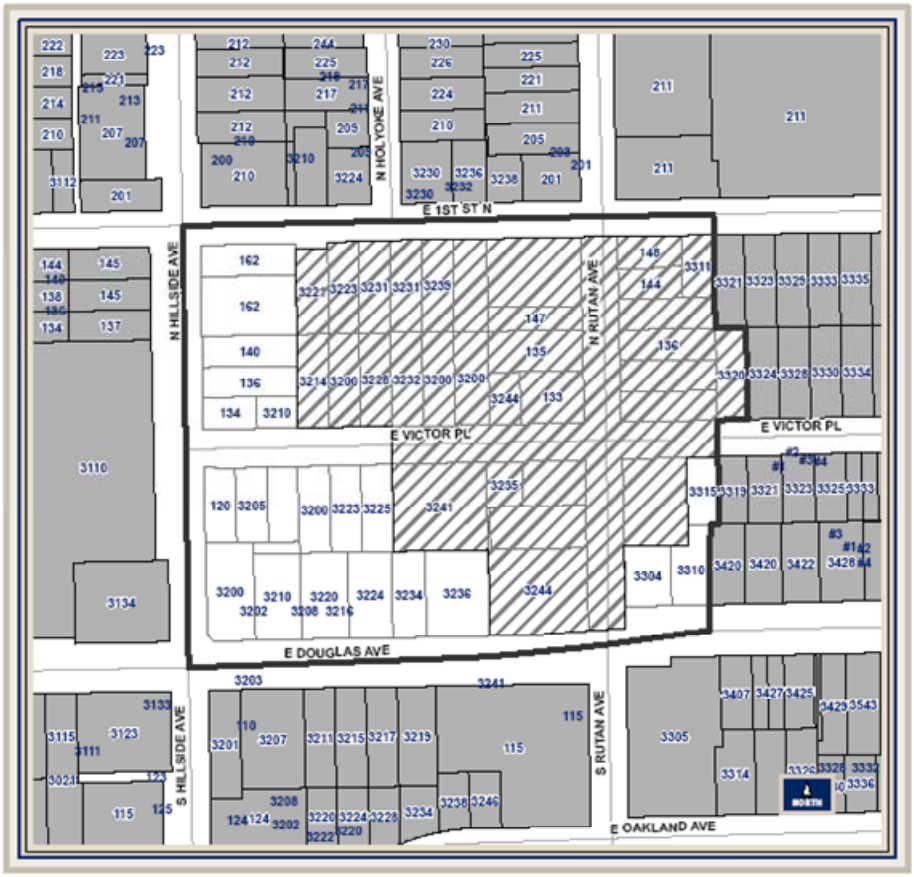
APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

DESCRIPTION OF THE DOUGLAS & HILLSIDE REDEVELOPMENT DISTRICT (TIF DISTRICT #15)

All property located in Wichita, Sedgwick County, Kansas, bounded on the south by Douglas Avenue, on the west by Hillside Avenue, on the north by 1st Street North, and includes property adjacent to Rutan Avenue on the east.



THE DOUGLAS & HILLSIDE REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #15)

(Published in The Wichita Eagle on _____, 2016) 037002

ORDINANCE NO. _____

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE UNION STATION REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Union Station Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Union Station Redevelopment District on March 17, 2015, with the District being previously created on October 7, 2014; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Union Station Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the boundaries of the Union Station Redevelopment District are described in Exhibit "A" attached hereto;

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating $75,000 of increment funds in ad valorem taxes from the Union Station Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Union Station Redevelopment District at $75,000 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2017, and December 31, 2017, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Union Station Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August, 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

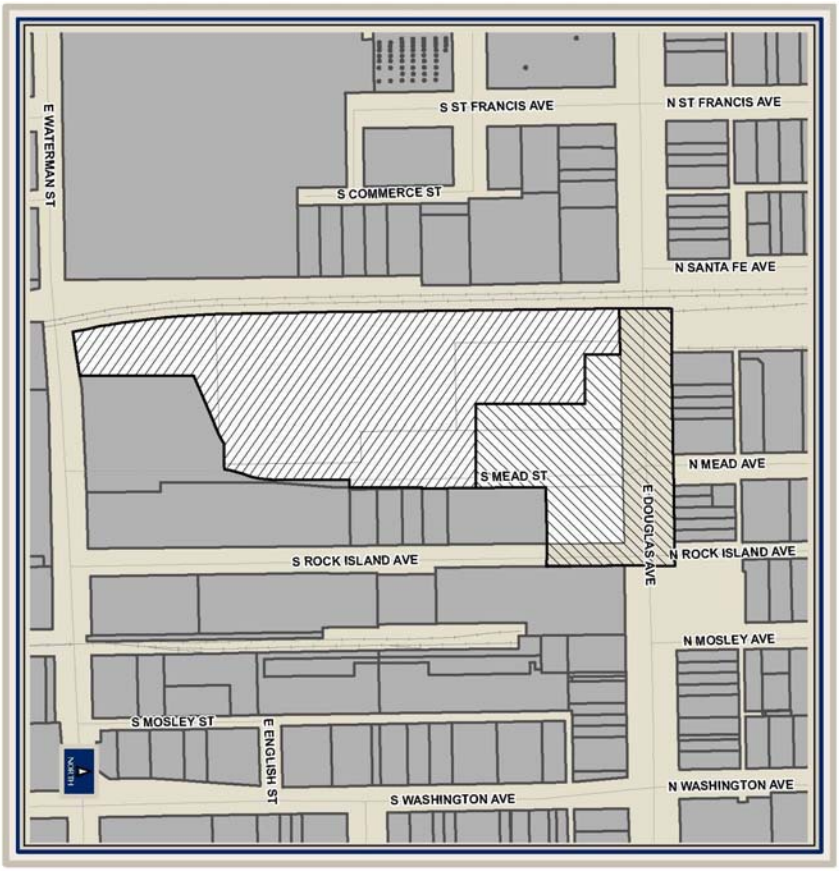
APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

DESCRIPTION OF THE UNION STATION REDEVELOPMENT DISTRICT (TIF DISTRICT #16)

All property located in Wichita, Sedgwick County, Kansas, bounded by the railroad right of way on the west, the north right of way line of Douglas Avenue on the north, the east right of way line of Rock Island from Douglas to the south property line of 801 E. Douglas and the east property line of 725 E. Douglas on the east, and the south property line of 801 E. Douglas and south property line of lot 2 of Union Station Addition on the south, including all street rights of way within such described area.



THE UNION STATION REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #16)

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-287

AN ORDINACE ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR FOR THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas must continue to provide services to protect the health, safety, and welfare of citizens of this community; and

WHEREAS, the cost of providing essential services to the citizens of this City continues to increase.

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

SECTION 1. In accordance with State law, the City of Wichita, Kansas has scheduled a public hearing and has prepared the proposed budget necessary to fund City services from January 1, 2017 until December 31, 2017.

SECTION 2. After careful public deliberations, the governing body has determined that in order to maintain the public services that are essential for the citizens of this City, it will be necessary to budget property tax revenues in an amount exceeding the levy in the 2016 budget.

SECTION 3. This ordinance shall take effect after publication once in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

(Published in The Wichita Eagle on _____, 2016) 037002

ORDINANCE NO. _____

AN ORDINACE ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR FOR THE SELF SUPPORTING MUNICIPAL IMPROVEMENT DISTRICT - CITY OF WICHITA, KANSAS.

WHEREAS, the Self Supporting Municipal Improvement District - City of Wichita, Kansas must continue to provide services to protect the health, safety, and welfare of citizens of this community; and

WHEREAS, the cost of providing essential services to the citizens of this City continues to increase.

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

SECTION 1. In accordance with State law, the City of Wichita, Kansas has scheduled a public hearing and has prepared the proposed budget necessary to fund City services from January 1, 2017 until December 31, 2017.

SECTION 2. After careful public deliberations, the governing body has determined that in order to maintain the public services that are essential for the citizens of this City, it will be necessary to budget property tax revenues in an amount exceeding the levy in the 2016 budget.

SECTION 3. This ordinance shall take effect after publication once in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

State of Kansas
Special District

NOTICE OF BUDGET HEARING

The governing body of

City of Wichita - Self Supporting Municipal Improvement District

Sedgwick County

will meet on August 9, 2016 at 9:00 AM at City Hall, 1st Floor for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to levied. Detailed budget information is available at Department of Finance, 12th Floor and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual 2015		Current Year Estimate for 2016		Proposed Budget Year for 2017		
FUND	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Estimate Tax Rate*
SSMID	588,689	6.082	581,949	6.118	675,245	663,313	7.118
Totals	588,689	6.082	581,949	6.118	675,245	663,313	7.118
Less: Transfers	0		0		0		
Net Expenditures	588,689		581,949		675,245		
Total Tax Levied	569,781		566,313		xxxxxxxxxxxxxxxx		
Assessed Valuation	93,685,529		92,560,849		93,188,084		

Outstanding Indebtedness, Jan 1,	2014	2015	2016
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	0	0	0

*Tax rates are expressed in mills.

Wichita City Clerk

City Clerk

NOTICE OF BUDGET HEARING

2017

The governing body of

City of Wichita

will meet on August 9, 2016 at 9:00 AM at City Hall, 1st Floor for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Department of Finance, 12th Floor and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2015		Current Year Estimate for 2016		Proposed Budget Year for 2017		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Estimate Tax Rate *
General	217,860,037	24.114	225,292,252	24.177	249,078,516	79,167,868	24.186
Debt Service	111,001,919	8.537	87,351,926	8.509	96,388,475	27,822,992	8.500
Homelessness Assistance	307,521		382,736		382,736		
Tourism & Convention	7,546,357		8,499,807		8,650,406		
Special Alcohol Programs	1,827,756		2,194,587		2,536,810		
Special Park & Rec.	1,910,000		1,910,000		2,180,000		
Landfill	1,903,415		2,035,771		3,378,499		
Landfill Post Closure	520,814		1,283,478		10,696,145		
Building & Construction	5,569,969		6,309,264		5,324,068		
Economic Development	2,229,159		2,094,346		3,678,689		
Sales Tax Const. Pledge	29,070,714		32,478,975		36,394,376		
Downtown Parking	956,295		1,496,353		2,700,925		
State Office Building	310,258		1,770,391		970,869		
City/County Joint Operations	3,563,149		3,669,064		3,675,835		
Cemeteries	60,483		103,375		111,159		
Sewer Utility	46,418,735		53,126,325		58,648,780		
Water Utility	73,684,102		85,074,459		89,804,854		
Stormwater Utility	10,707,251		10,090,427		14,954,875		
Information Technology	10,690,452		10,973,275		11,110,169		
Equipment Motor Pool	14,552,942		15,071,770		15,893,262		
Self Insurance	51,334,518		57,575,359		61,314,784		
Totals	592,025,846	32.651	608,783,940	32.686	677,874,233	106,990,860	32.686
Less: Transfers	20,779,920		27,338,477		28,295,928		
Net Expenditure	571,245,926		581,445,463		649,578,305		
Total Tax Levied	102,796,161		104,321,633		xxxxxxxxxxxxxxxx		
Assessed Valuation	3,148,263,910		3,191,582,296		3,273,293,158		
Outstanding Indebtedness, January 1,	2014		2015		2016		
G.O. Bonds	480,004,999		630,375,000		682,625,000		
Revenue Bonds	413,814,070		401,504,357		395,930,570		
Other	0		0		0		
Lease Purchase Principal	0		0		0		
Total	893,819,069		1,031,879,357		1,078,555,570		

*Tax rates are expressed in mills

Wichita City Clerk

City Official Title: City Clerk

Notice of Budget Hearing for Amending the
2016 Budget
The governing body of
City of Wichita
will meet on the day of August 9, 2016 at 9:00 AM at City Hall, 1st Floor for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Department of Finance, 12th Floor
and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
State Office Building			0	1,770,391
Cemeteries			91,146	103,375
Information Technology			10,850,960	10,973,275

Wichita City Clerk
Official Title: City Clerk

NOTICE OF BUDGET HEARING

2017

The governing body of

City of Wichita

will meet on August 9, 2016 at 9:00 AM at City Hall, 1st Floor for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at Department of Finance, 12th Floor and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2015		Current Year Estimate for 2016		Proposed Budget for 2017		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Estimate Tax Rate *
Gilbert & Mosley	1,823,076		3,509,862		13,180,598		
North Industrial Corridor	746,210		5,162,891		7,415,929		
East Bank	1,763,246		1,650,000		1,690,000		
21st & Grove	130,000		317,131				
Old Town Cinema	371,640		380,000		590,000		
Northeast Redevelopment	26,403		31,600		31,600		
Center City	400,000		407,105		196,832		
Ken Mar	165,350		496,150		174,350		
Douglas & Hillside	216,066		52,075		53,429		
Union Station					75,000		
Totals	5,641,991	0	12,006,814	0	23,407,738	0	0
Less: Transfers	3,413,205		3,847,995		3,381,782		
Net Expenditure	2,228,786		8,158,819		20,025,956		
Total Tax Levied	0		0		xxxxxxxxxxxxxxxxx		
Assessed Valuation	0		0		0		

Outstanding Indebtedness, January 1,	2014	2015	2016
G.O. Bonds	20,797,576	25,345,000	22,830,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Purchase Principal	0	0	0
Total	20,797,576	25,345,000	22,830,000

*Tax rates are expressed in mills

Wichita City Clerk

City Official Title: City Clerk

(Published in The Wichita Eagle on August 12, 2016) 037002

ORDINANCE NO. 50-279

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017, AND ENDING DECEMBER 31, 2017.

WHEREAS, the City of Wichita, Kansas, has previously, by Ordinance No. 43-009, established a Redevelopment District designated as the North Industrial Corridor Redevelopment District under authority of K.S.A. 12-1770, *et seq*.; and,

WHEREAS, the City has by ordinance passed, upon a 2/3 affirmative vote of the governing body, a redevelopment plan for the North Industrial Corridor Redevelopment District, the District being created in 1996; and,

WHEREAS, the City has previously found that the conditions set forth in K.S.A. 1995 Supp. 12-1771(a)(2) did exist and therefore the increment in ad valorem taxes for the North Industrial Corridor Redevelopment District is set on a yearly basis as provided in K.S.A. 12-1771a(b); and,

WHEREAS, the boundaries of the North Industrial Corridor Redevelopment District are described in "Exhibit A" attached hereto

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

SECTION 1. The City of Wichita, Kansas, has adopted a budget requiring $1,165,300 of increment funds in ad valorem taxes from the North Industrial Corridor Redevelopment District (the boundaries of the District are described in "Exhibit A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby sets the increment to be collected from ad valorem taxes produced from property located within the North Industrial Corridor Redevelopment District at $1,165,300 for the year beginning January 1, 2017, and ending December 31, 2017.

SECTION 3. The purpose of setting this increment is to pay the direct costs of investigation and remediation of the contaminated condition that exists in the North Industrial Corridor Redevelopment District that are anticipated to be incurred between January 1, 2017, and December 31, 2017, including costs of remediation and investigation, and feasibility studies, operation and maintenance expenses and other expenses relating directly to the investigation and remediation of contamination. The increment set herein does not exceed twenty percent (20%) of the amount of taxes that were produced in 1996, which is the year in which the North Industrial Corridor Redevelopment District was first established.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment to be produced from ad valorem taxes that are to be levied in the North Industrial Corridor Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of August 2016.

_____
Jeff Longwell, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

BUDGET SUMMARY

The expenditures, revenues and the amount of 2017 tax to be levied (published below) establish the maximum limits of the 2017 budget for the Groundwater Contamination Project of the North Industrial Corridor Redevelopment District.

North Industrial Corridor Redevelopment District		**Amount To**
Revenues:	**2017 Proposed Budget**	**Be Levied**
Motor Vehicle Taxes	0	
Other Revenue	0	
Cost to be funded by a levy from the North Industrial Corridor Redevelopment District*	1,165,300	**$ 1,165,300**
Total Revenues	**$1,165,300**	
Expenditures:		
Personal services	0	
Contractuals	2,353,192	
Commodities	105,500	
Capital outlay	0	
Other	207,237	
Environmental remediation projects	4,750,000	
Total Expenditures	**$7,415,929**	

* The North Industrial Corridor Redevelopment District was formed under authority of Ordinance No. 43-009 and K.S.A. 12-1770 *et seq*.

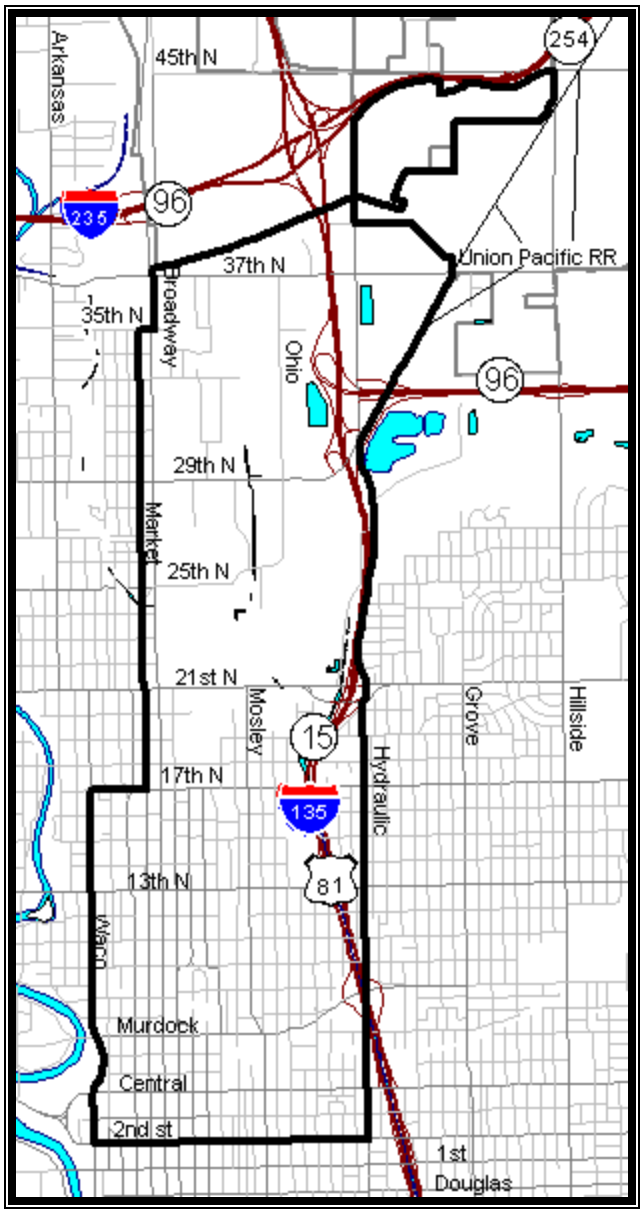
K.S.A. 12-1771a(d) provides that the real property taxes produced by the environmental increment from a redevelopment district shall be allocated and paid by the County Treasurer to the Treasurer of the City and deposited in a special separate fund of the City to pay the direct cost of investigation and remediation of contamination in the redevelopment district. K.S.A. 12-1771a(b) provides that the environmental increment is set on a yearly basis and each year's increment shall be set in an amount sufficient to pay the direct costs of investigation and remediation of the contaminated condition anticipated to be incurred that year. The mill levy rate for property located inside the Redevelopment District does not increase as a result of this levy. Therefore, an estimate of the mill levy rate is not included in this budget summary.

_____

Karen Sublett, City Clerk

DESCRIPTION OF THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT (TIF DISTRICT #2)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of 37th Street North and Broadway Avenue, thence south along the center line of Broadway Avenue to the intersection of Broadway Avenue and 35th Street North, thence west along the center line of 35th Street North to the intersection of 35th Street North and Market Street, thence south along the center line of Market Street to the intersection of Market Street and 17th Street, thence west along the center line of 17th Street to the intersection of 17th Street and Waco Avenue, thence south along the center line of Waco Avenue to the intersection of Waco Avenue and Second Street, thence east along the center line of Second Street to the intersection of Second Street and Hydraulic Avenue, thence north along the center line of Hydraulic Avenue to the point where the center line of Hydraulic Avenue intersects the east right of way of Interstate Highway I-135, thence generally north along the east right of way of Interstate Highway I-135 to the point where the east right of way of Interstate Highway I-135 intersects the west right of way of the Union Pacific Railroad, thence generally northeast along the west right of way of the Union Pacific Railroad to the center line of 37th Street North, thence generally northwest and southeast along the boundary line of the corporate limits of the City of Wichita as defined by the boundary resolution of December 19, 1995, to the center line of Hydraulic Avenue, thence north along the center line of Hydraulic Avenue to the south right of way of State Highway K-254, thence generally east along the south right of way of State Highway K-254 to the center line of Hillside Avenue, thence generally northeast and southwest along the boundary line of the corporate limits of the City of Wichita to the intersection of 37th Street North and Broadway Avenue, being the point of beginning.



THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT #2)

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: ZON2015-00052 – City Zone Change from Single-Family Residential and General Commercial to Limited Industrial with a Protective Overlay on Property Generally Located West of South Greenwich Road, Between East Kellogg Street and Interstate Highway I-35 and on the West Side of South Trig Street (District II)

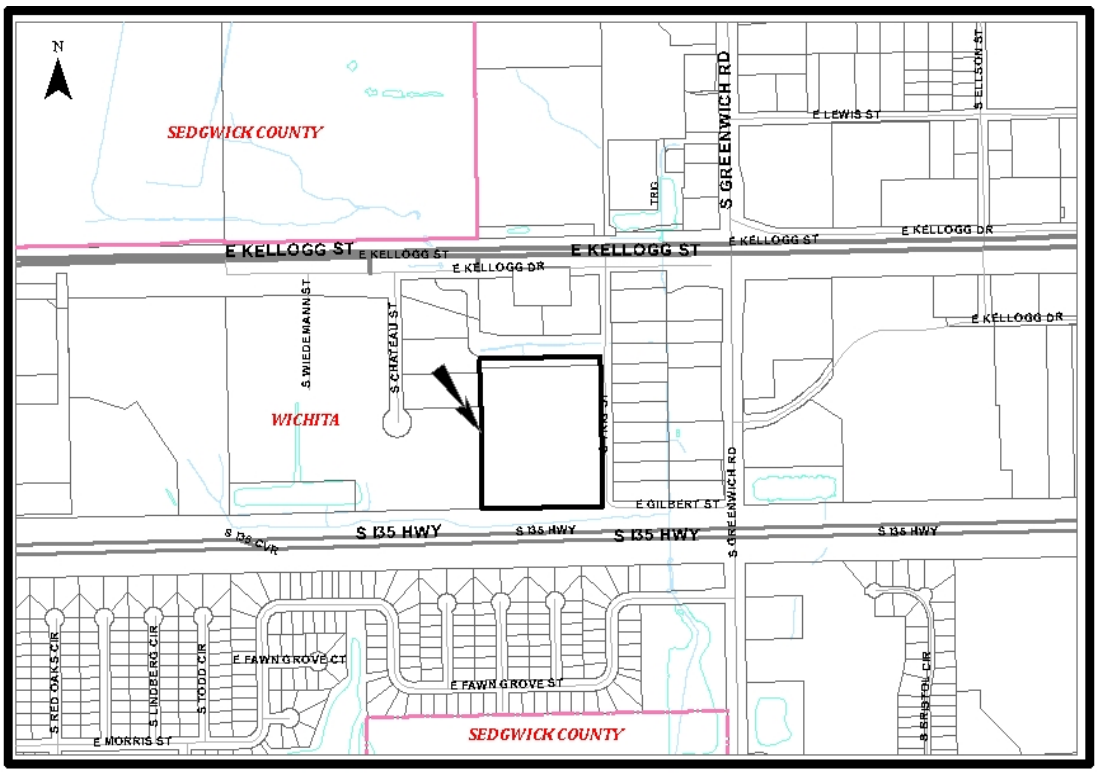
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request (8-1-1).

DAB Recommendation: District Advisory Board II recommended approval of the request (6-0-1).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant is requesting LI Limited Industrial (LI) zoning with a Protective Overlay (PO-307) on the 11.21-acre, unplatted SF-5 Single-Family Residential (SF-5) and GC General Commercial (GC) zoned site. The site is located a block west of South Greenwich Road, between East Kellogg Street and Interstate Highway I-35, on the northwest side of the Gilbert and Trig Streets intersection. East Kellogg Street/US-54 is located approximately 380 feet north of the site. The site is undeveloped and based on historical aerials appears to have been undeveloped since the 1970s.

The applicant has bull dozed most of the site's trees, brush and weeds and left them piled where they went down on the east side of the site. Currently construction on the East Kellogg Street improvements has accelerated and it appears that the west portion of the SF-5 zoned site and/or the west abutting GC zoned property is being used to stock pile dirt from the Kellogg Street improvements. Stock piling dirt (outdoor storage) is not permitted in the SF-5 zoning district, but is permitted in the LI and GC zoning district. Graders and dump trucks have been observed in the area of the site crossing a City owned drainage easement for access to the west portion of the site. The Kellogg Street improvements have required the temporary crossing of the City owned drainage easement, as approved by Public Works. Permanent access to the west side of the site would require the applicant to construct a permanent bridge over the drainage easement and reach an agreement with the abutting west property owner to cross over their land or purchase the needed land from the abutting west property owner. Planning is not aware of any dialogue with the City or the abutting west property owner that would provide permanent access to the site from the west. Trig and Gilbert Streets are currently the only access to the site and there are no plans for improvements to these sand and gravel residential streets. The completion of this phase of Kellogg Street improvements is set at 2019-2020.

As noted a large GC zoned City owned drainage easement abuts the north side of the site. A GC zoned western clothing store is located north of the drainage. Further north of the site, across Kellogg Street, is the long established (1940) LI zoned Beech Aircraft manufacturing complex. GC zoned undeveloped land and what appears to be unimproved parking abuts the west side of the site. As earlier stated this GC zoned land appears to be used for temporary access to the site and may have stock piles of dirt on it. The GC zoned Nissan and Mazda car sales lots are located further west. Six SF-5 zoned single-family residences (built 1954 and early 1970s) are located east, across Trig Street, of the site, as is a GC zoned single-family residence (built 1954) and undeveloped GC zoned land. A GC zoned Green Lantern car wash, undeveloped GC zoned land, a LC Limited Commercial (LC) zoned small commercial strip building, and SF-5 zoned vacant lots and two single-family residences are located a short block east of the site, along the west side of Greenwich Road. The noted SF-5 zoned single-family residences in area are the remnants of 18 single-family lots that were platted in the East Kellogg Addition, which was recorded December 23, 1953.

Based on design for the improvements to this portion of Kellogg Street and its intersection with Greenwich Road, Trig Street provides the preferred access to the site. Gilbert Street provides access to Greenwich Road. However, the Gilbert Street – Greenwich Road intersection's close proximity to the I-35 overpass triggers public safety concerns in regards to sight restrictions. Public Works recommends that Gilbert Street be closed to commercial/industrial truck traffic. Trig Street will intersect with the Kellogg Street frontage road, which will be a one way street east to the noted intersection. If the zoning is approved, Trig Street will have to be paved per City standards. The City has no plans to pave Trig Street and has not been presented with a petition to pave Trig Street. Currently the six SF-5 zoned single-family residences located on the east side of Trig Street generate almost all of the traffic onto Trig Street, with the exception of cut through traffic using Trig Street to avoid the Kellogg Street – Greenwich Road intersection. The completion of this phase of Kellogg Street improvements is set at 2019-2020.

The closest LI zoned properties to the site are located east and north of the site. Approximately 740 feet east of the site, across Greenwich Road are LI zoned properties with a covenant COV-6 and a Community Unit Plan CUP DP-196 overlays, which have provisions for uses, screening, outdoor storage, signs, lighting, building height, landscaping, etc. The long established (1940) LI zoned Beechcraft airplane manufacturing complex is located approximately 720 feet north of the site, across Kellogg Street.

Analysis: At the January 21, 2016, Metropolitan Area Planning Commission (MAPC) meeting the applicant requested and was granted a deferral until the February 4, 2016, MAPC meeting. At the February 4, 2016, MAPC meeting the east, across Trig Street, adjacent single-family residences opposed the LI zoning request. Their concerns included having industrial truck traffic on the sand and gravel residential Trig and Gilbert Streets, which are the only streets they have to get to and from their homes. The protesters contended that neither Trig nor Gilbert Streets were built for industrial traffic, which would damage the roads, creates dust in dry weather and pose a public safety problem to their families. The neighbors noted that Trig and Gilbert Streets were already used as a way for vehicular traffic to avoid the Greenwich Road – Kellogg Street intersection, located a block east of their homes. The neighbors were also concerned that outdoor storage would bring down the value of other properties in the area, as well as frustration in not knowing what the LI zoning would allow. After discussions with the protesters, the applicant and staff, the MAPC expressed concerns that there was not enough information available to approve or deny the request. The MAPC deferred a recommendation (9-0-1) on the request for 90 days, until the May 19, 2016, MAPC meeting. The MAPC also instructed staff and the applicant to present the request to the District Advisory Board (DAB II) prior to the MAPC meeting.

At the May 9, 2016, DAB II meeting the adjacent single-family residences restated their opposition to the proposed LI zoning. The neighbors also noted that since the February 4, 2016, MAPC meeting the construction on the East Kellogg Street improvements has accelerated and has increased their concerns of the immediate and future impact of the proposed LI zoning on their properties. The neighbors expressed concerns about the site draining more water off the site and onto Trig Street and their yards. They noted that the stock piling of dirt on the subject property has increased the dust in the area and that industrial truck traffic was still using Trig Street to get in and out of the site. They noted that if the applicant had left a portion of the trees up on the east side of the site that trees could have provided a buffer between their homes and the dirt stock piles and the graders and trucks moving the dirt on and off the site. They noted that the trees, bushes and grass had not been piled up but left where they had been dozed over.

The applicant's response to the stock piling of dirt on the site was that they had a three-year contract with Sherwood Construction, a contractor working on the Kellogg Street improvements for the stock piling of dirt and the parking of their equipment on the site. The applicants stated that they would not use Trig Street until the improvements to Kellogg Street were complete and the property was platted. The applicants stated that at the time of platting the entrance to their site would be determined and that they would pay for the paving of Trig Street from the Kellogg frontage road to their entrance. The applicant also stated that they would contact Sherwood Construction to tell them not to use Trig Street to get to the site. The applicant also told the neighbors that they would begin and finish the construction of an eight-foot tall berm the length of the east side of their property in 60 days to screen the site from the neighbors and discourage vehicular traffic from cutting through the their site to Trig Street and Gilbert Street. The DAB's recommendation was to approve, 6-0-1, the LI zoning subject to the provisions of the PO (Exhibit A).

At the May 19, 2016, MAPC meeting the adjacent single-family residences again restated their opposition to the proposed LI zoning. Planning Staff noted that the posting of no construction truck traffic signs on Trig and Gilbert Streets requires an amendment to the provisions of City Code Section 11.40.010. This section has a list of streets in the city where no commercial truck traffic is permitted. Public Works is hesitant in putting staggered construction barriers on the north portion of Trig Street, expressing doubts in their effectiveness and not wanting to funnel traffic from the neighborhood onto the sand and gravel Gilbert Street's intersection with Greenwich Road because of public safety concerns due to its close proximity to the I-35 overpass in regards to a sight restrictions. Public Works has contacted the manager (Wildcat Construction Company) of the Kellogg Street improvements to tell them not to use Trig or Gilbert Streets to get to the subject site during the life of the project. The Wildcat Construction Company has responded that they don't plan on utilizing Trig Street for routine ingress or egress to the storage (subject) site during construction, but occasional use may be needed for erosion control, maintenance, dust control and/or seeding of the storage pile. They have also expressed a desire to be a good neighbor during the construction – improvements to this portion of Kellogg Street and that as long as they continue to have access across the City property to and from the northwest and west side of the storage (subject)

site to the south frontage road, they do not see a need to utilize Trig Street. The MAPC recommended approval, 8-1-1, of the zoning change subject to the provisions of PO-307 (Exhibit A).

Valid protests totaling 20.23 per cent of the land area located within the 200-foot protest radius have been received. Because the valid protest exceeds 20 per cent of the land area located within the 200-foot protest radius a three-quarter majority, six votes, of the City Council is required to overturn the 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 adopt the findings of the MAPC and approve the zoning, subject to the provisions of the protective overlay, and place the ordinance on the first reading (requires a three-quarter majority of six votes to overturn the valid protests).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance
- Exhibit A
- Protest Map

OCA 150004

ORDINANCE NO. 50-

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. ZON2015-00052

Zone change from SF-5 Single-Family Residential ("SF-5") and GC General Commercial ("GC") to LI Limited Industrial ("LI"), on an approximately 11.21-acre property described as:

The West half of the Northeast Quarter of the Northeast Quarter EXCEPT the North 600 feet, all in Section 28, Township 27, Range 2 East of the 6th P.M., AND The South 49.34 feet of the North 600 feet of the West half of the Northeast Quarter of the Northeast Quarter, all in Section 28, Township 27, Range 2 East of the 6th P.M., all in Wichita, Sedgwick County, Kansas.

Subject to the following provisions of Protective Overlay-307:

1. Prohibited Land Uses –
   a. Pawn Shop, Private and Public Recycling Collection Stations, Recycling Processing Center, Reverse Vending Machine, Rodeo in the City, Sexually Oriented Business, Tattooing and Body Piercing Facility, Asphalt and/or Concrete Plant, Landfill, Mining or Quarrying, Oil and Gas Drilling, Rock Crushing, Solid Waste Incinerator, Transfer Station, Wrecking/Salvage Yard.
   b. In addition to the prohibited uses listed in 1.a.) the following uses are prohibited as long as the SF-5 Single Family Residential Zoning remains on the Properties located on the east side of Trig Street (being legally described as: Lots 5, 6, 7, 8, 9, 10, and 11, East Kellogg Acres, Sedgwick County, Kansas): Correctional Facility, Correctional Placement Residence, Nightclub in the City, and Tavern or Drinking Establishment.
   c. As long as the SF-5 Single-Family Residences remain on Trig Street, any stock piling of dirt, sand or gravel shall require the property owner to employ dust control methods such as having a water trucks or an irrigation system on site to spray the dirt sand or gravel piles frequently enough to keep the dust on the site.
2. Transportation –
   a. The applicant or any entity using the subject site will not use Trig Street until the improvements on East Kellogg are completed (2019-2020) and the property has been platted, after which the applicant/owner will pave Trig Street, per city standards, at their expense from its intersection with the Kellogg frontage road to the entrances of their property.
   b. Access to the site for the life of this portion of the East Kellogg Street construction -

improvements (2019-2020) will be confined to the northwest and west portions of the site. No access to the site via Trig and Gilbert Streets for the life of this portion of the East Kellogg Street construction - improvements (2019-2020)

c. The applicant will request the City to post signs, at the applicant's expense, prohibiting commercial/industrial truck traffic from using Gilbert Street to get to and from the site. These signs shall be placed for the life of this portion of the East Kellogg Street construction - improvements (2019-2020) and after said project.

d. The applicant shall monitor Sherwood Construction (or whoever is using the site during the life of the Kellogg Street improvements – 2019-20120) to instruct them to keep all construction traffic off of Trig and Gilbert Streets and only use the current northwest or west entrance to the site

3. Screening – If the said properties located on the east side of Trig Street remain zoned SF-5 at the time of development, then the following screening and landscaping provisions are required. (Lots 5, 6, 7, 8, 9, 10, and 11, East Kellogg Acres, Sedgwick County, Kansas)

   a. An eight-foot tall berm seeded with a grass to hold it together will be constructed along the length of the east property line within 60 days of the May 9, 2016, DAB II meeting. The berm will remain and be maintain on the site for the life of this section of the East Kellogg Street construction - improvements (2019-2020), after which in may be applied towards permanent screening or substituted with the next listed b. or c. Using it as permeant screening would still require this side of the site to comply with the Landscape Ordinance.

   b. A minimum 8 foot tall masonry wall shall be built along the site's east side of the subject property, along Trig Street, except however for access drives or street locations into the subject property. Landscaping will be per the Landscape Ordinance. Screening and landscaping shall be constructed within 120 days of a building permit being issued.

   c. A landscaped berm may substitute 3.b., if; landscape screening is planted with evergreen trees planted in a double row staggered/offset atop a three to four foot tall berm. The trees shall be irrigated to sustain them and shall be planted a minimum rate of 16 feet on center and shall be a minimum of 6 feet in height at the time of planting.

   d. Existing landscaping within the south 20 feet of the south property, if maintained, satisfies the landscape street yard requirement, if it meets the standards of the Landscape Ordinance. If there is outdoor storage within 150 feet of the south property line solid screening will be required if removed.

   e. A landscape plan shall be reviewed and approved by the Planning Director.

   f. All landscape material that dies shall be replaced within 30 days.

   g. All screening and landscaping will be per code, unless otherwise noted.

4. All rooftop mechanical equipment shall be screened from ground view per the U.Z.C. All loading, docking areas and trash receptacles shall be screened from ground view and along I-35 as approved by the Planning Director.

5. Signage – shall be as permitted in the Limited Industrial LI Zoning District provided the following standards:

   a. All ground signs will be pylon or monuments.

   b. Only one building sign per building shall be allowed along I-35 frontage.

c. If the said properties located on the east side of Trig Street remain zoned SF-5 at the time of development of the subject property, then:

i. Building signs shall only be permitted on the south, north and west sides of the building unless they can be seen from said SF-5 properties.

ii. Portable signs, flashing or animated signs, pennants, banners, and balloon signs are not permitted.

iii. Backlit canopies and neon or florescent tube lighting on buildings are not permitted.

iv. The maximum height of ground signs shall be 10 foot along Trig Street, all other signs shall not exceed 20 feet tall. The maximum sign area of street signs shall be 250 square feet, EXCEPT along Trig Street which shall be limited to a maximum of 150 square feet.

v. No grounds signs along Trig Street shall lit, provided ground lighting is allowed for monument signs. The lighting shall be turned off between the hours of 8:00 PM to 6:00 AM.

6. A minimum of a 35 foot building setback shall be required along the Trig Street and I-35. No pole lights, or outdoor storage is allowed in the 35 foot building setback.

7. All exterior lighting shall be shielded to direct light downward. Pole lights, including the base shall be no taller than 15 feet if the said properties located on the east side of Trig Street remain zoned SF-5 at the time of development.

8. Compatibility height, setback and light standards shall apply, unless otherwise noted.

9. All utilities shall be underground.

10. Parking shall be paved per City Standards and a drainage plan must be provided for review and approval.

11. No building permits will be issued until the site is platted.

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

EXCERPT MINUTES OF FEBRUARY 4, 2016 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

Case No.: ZON2015-00052 (Deferred from 1-21-16) - Paul D. & Virginia M. Treadwell; R. Brandon Wilson; H. Wayne & Glenda R. Foster and Robert & Jeanneane M. Hall (owners/applicants) and MKEC, c/o Brian Lindebak (agent) request a City a zone change from SF-5 Single-family Residential and GC General Commercial to LI Limited Industrial on property described as:

The West half of the Northeast Quarter of the Northeast Quarter EXCEPT the North 600 feet, all in Section 28, Township 27, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

AND

The South 49.34 feet of the North 600 feet of the West half of the Northeast Quarter of the Northeast Quarter, all in Section 28, Township 27, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting LI Limited Industrial (LI) zoning on the 11.21-acre, unplatted SF-5 Single-Family Residential (SF-5) and GC General Commercial (GC) site. The site is located a block west of Greenwich Road, abuts the north side of I-35 on the northwest side of the Gilbert and Trig Streets intersection. Kellogg Avenue/US-54 is located approximately 380 feet north of the site. The site is currently an overgrown field.

A large GC zoned drainage easement abuts the north side of the site. The current improvements to Kellogg/US-54 will remove the north, adjacent GC zoned western clothing store. GC zoned undeveloped land and what appears to be unimproved parking abut the west side of the site. GC zoned Nissan and Mazda car sales lots are located further west. Six SF-5 zoned single-family residences (built 1954 and early 1970s) are located east, across Trig Street, of the site, as is a GC zoned single-family residence (built 1954) and undeveloped GC zoned land. A GC zoned Green Lantern car wash,
undeveloped GC zoned land, a LC Limited Commercial (LC) zoned small commercial strip building, and SF-5 zoned cleared lots and two single-family residences are located a short block east of the site, along the east side of Greenwich Road. The noted SF-5 zoned single-family residences in area are the remnants of 18 single-family lots that were platted in the East Kellogg Addition, which was recorded December 23, 1953.

The closest LI zoned properties to the site are located east of the site, across Greenwich Road., approximately 740 feet east of the site. The LI zoned properties have covenant COV-6 and community plan CUP DP-196 overlays, which have provisions for uses, screening, outdoor storage, signs, lighting, building height, landscaping, etc.

CASE HISTORY: The site is undeveloped and based on historical aerials appears to have been undeveloped since the 1970s.

ADJACENT ZONING AND LAND USE:

NORTH:	GC, Kellogg/US-54	Western clothes store, drainage easement, land cleared for improvements to Kellogg/US-54
SOUTH:	I-35, SF-5	Interstate Highway I-35, single-family residences
EAST:	SF-5, GC, LC S	Single-family residences, undeveloped land, retail strip building, car wash
WEST:		GC Undeveloped land, car sales

PUBLIC SERVICES: Public water and sewer are located in the Trig Street right-of-way. Access to the site is currently provided by the local, sand and gravel residential Trig Street. Access to the arterial Greenwich Road is via Trig Street to the sand and gravel Gilbert Street. Direct full movement access to the arterial Kellogg/US-54 is via Trig Street. Improvements to the Kellogg/US-54 will provide access to the Kellogg/US-54 frontage road, which in turn will provide access to the east Kellogg/US-54-Greenwich Road intersection and west along the frontage road.

CONFORMANCE TO PLANS/POLICIES: The "2035 Wichita Growth Concept Map" of the Comprehensive Plan identifies the general location as appropriate for "new employment" development. This category encompasses areas likely to be developed or re-developed by 2035 with uses that constitute centers or concentrations of employment primarily in manufacturing, warehousing, distribution, construction, research, technology, business services, or corporate offices. Major shopping centers and office parks are likely to be developed as well, based on market driven factors. Higher density housing and convenience centers are also development possibilities. In areas of existing industrial uses associated with extraction, processing or refinement of natural resources or recycling of waste materials like will be developed.

The purpose of the LI zoning district is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The requested LI zoning district can be compatible with the new employment classification.

RECOMMENDATION: Applying provisions of a protective overlay to the request for LI zoning will allow the applicants the opportunity for commercial development on the site as well as eliminating some of the industrial uses permitted by right that are out of character with the existing development in the area, most which has occurred since 2000 and has been anchored by the big box stores Wal-Mart and Lowes. Based upon information available prior to the public hearings, planning staff recommends that the proposed conditional use be APPROVED, subject to platting within a year and the following provisions of a protective overlay:

1) The following uses are prohibited: correctional facility, correctional placement residence, nightclub in the city, pawn shop, private and public recycling collection stations, recycling processing center, reverse vending machine, rodeo in the city, sexually oriented business, tattooing and body piercing facility, tavern or drinking establishment, asphalt or concrete plant, vehicle storage yard, landfill, mining or quarrying, oil and gas drilling, rock crushing, solid waste incinerator, transfer station, wrecking/salvage yard.
2) Trig Street will be paved per the City's industrial standards, at the applicant's expense, from the site's entrances to Kellogg/US-54. No vehicular traffic generated from the site will use Trig Street from the site's south-most entrance to Gilbert Street. No vehicular traffic on Greenwich Road going to the site will use Gilbert Street and then Trig Street to get to the site.

3) An 8-foot wall will be built along the site's east side, its Trig Street frontage and along its south side where the site abuts I-35. A landscaped berm that equals the wall can be used. All loading, docking areas, and trash receptacles shall be screened from ground level view and along I-35 as approved by the Planning Director.
4) All roof top mechanical equipment shall be screened from ground level view per the UZC.
5) Landscaping will be per the City of Wichita's Landscape Ordinance, including landscaping along its south side where the site abuts I-35.
6) Signage shall be as permitted in the GC zoning district with the following standards. One building sign along I-35. No free standing signs along I-35. One 20-foot tall, 250-sqaure foot free standing monument sign along Kellogg/US-54. Portable and off site signs, including billboards are not permitted. Back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.
7) A 35-foot setback along the site's east side. No pole lights allowed in the 35-foot setback.
8) All exterior lighting shall be shielded to direct light downward. Pole lights, including the base shall be no taller 15 feet.
9) Compatibility height standards shall apply.
10) All utilities shall be underground.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the surrounding area:** The area is located along the Kellogg/US-54 corridor and abuts I-35, with access onto Greenwich Road, perhaps the only paved, north-south, county line to county line arterial road in Wichita and Sedgwick County. The area is a mix of GC, LI, and LC zoning, most with development overlays, which have developed into big box stores Wal-Mart and Lowes anchoring stand-alone fast food restaurants,
stand-alone retail and small commercial strip buildings. The area also has at least five major automobile dealerships. The area's nine single-family residences are the remnants of the18 single-family lots that were platted in the East Kellogg Addition, which was recorded December 23, 1953.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The unplatted 11.21-acres SF-5 zoned site could be developed as single-family residential subdivision. However, the area's development trend is large scale commercial and major auto dealerships, which reflects the areas access to Kellogg/US-54 corridor, the arterial Greenwich Road and the site's visibility from the abutting I-35.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The provisions of the protective overlay are intended to conform the site with the area's commercial development, most of which was established or redeveloped beginning in the early 2000s, as well as the remaining existing single-family residential development.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The"2035 Wichita Growth Concept Map" of the Comprehensive Plan identifies the general location as appropriate for "new employment" development. This category encompasses areas likely to be developed or re-developed by 2035 with uses that constitute centers or concentrations of employment primarily in manufacturing, warehousing, distribution, construction, research, technology, business services, or corporate offices. Major shopping centers and office parks are li9kely to be developed as well, based on market driven factors. Higher density housing and convenience centers are also development possibilities. In areas of existing industrial uses associated with extraction, processing or refinement of natural resources or recycling of waste materials likely will be developed.

The purpose of the LI zoning district is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The requested LI zoning district can be compatible with the new employment classification.

(5) **Impact of the proposed development on community facilities:** The site may generate industrial truck traffic onto Trig Street, Kellogg/US-54 and Greenwich Road.

BILL LONGNECKER, Planning Staff presented the Staff Report.

FOSTER recused himself from the item and left the bench.

LONGNECKER provided revised conditions (#'s 1-10) as a handout and reviewed each item.

RICHARDSON asked staff to define storage yard.

LONGNECKER said the definition is in the Unified Zoning Code (UZC). He clarified that storage yard allows for storage of recreational vehicles, boats, trailers or cars but all vehicles have to be operable. He said if the vehicles aren't operable it would be considered a wrecking and salvage yard.

RICHARDSON asked how no traffic on Gilbert would be enforced. He said anyone coming from the north or east will have to go all the way to Webb Road and come back on the frontage road in order to use Trig Street. He added or someone could come south on Greenwich Road and turn onto Gilbert.

LONGNECKER said a "no truck traffic" sign could be posted. He said traffic on Gilbert is a public safety issue as it is. He said other than posting a sign he was not sure what could be done.

RICHARDSON said if there is going to be industrial traffic, the street needs to be paved. He said you can't keep traffic off of Gilbert unless you block the street. He asked about the reference to the lots to the east remaining zoned single-family and asked if the property could be developed across from any of the lots that were rezoned.

LONGNECKER clarified that the intent was if "any" of the lots remain SF-5 Single-family zoning then the prohibition would apply.

RICHARDSON commented then he thinks the language needs to be changed.

LONGNECKER said staff could do that.

ELLISON asked staff to explain again how truck traffic off of Kellogg would get to the site.

LONGNECKER said the trucks could take the frontage road into Trig Street.

RICHARDSON said the frontage road will be one-way like it is all along Kellogg and reiterated that people will have to go clear to Webb Road and circle back.

LONGNECKER said he would check with Public Works because he was not sure of that. He said he did check with Public Works and it was his impression that drivers could use the frontage road and go down to Webb Road and turn around. He said access issues will be addressed at platting which was scheduled to be within four years.

RICHARDSON questioned giving the applicant four years to plat the property instead of the usual year.

LONGNECKER said the extended platting time is to see how traffic along Kellogg settles down after the improvements are made.

MCKAY clarified staff and Commissioner Richardson were talking about the same thing, going to Webb Road and coming back to Trig Street. He asked about fire protection, with only one way in and out of the area.

LONGNECKER said Public Works agreed that Trig Street would be the primary point of access. He said they were not keen about allowing truck traffic onto Gilbert due to the sight restrictions because of the overpass and railings. He said those issues will be sorted out at the platting phase.

BRIAN LINDEBAK, MKEC ENGINEERING, 411 NORTH WEBB ROAD, AGENT FOR THE OWNERS said they have worked with staff diligently to come up with a workable solution because there are some complicated issues on the site. He said the amended language will be beneficial to the single-family homes to the east of the site. In reference to the four year platting extension, he said although it is not a policy yet, there is a policy change coming through channels to change platting requirements to five years as opposed to one year. He said the highway is being developed and there is a lot of turmoil in the area as far as creating access issues. He said they do not know if the site will develop immediately and that is why they are asking for the platting extension. He said he would be happy to answer any questions.

MCKAY asked who owned the property to the north.

LINDEBAK said the City owns the ditch and the former Dandales Western Store location.

MCKAY asked about possible access from the frontage road via the northwest corner of the property to the north.

LINDEBAK stated he didn't know about access along the frontage road.

MCKAY commented that if the ownership was the same access to the property could be via the northwest corner and then they would not have to worry about issues along Trig Street.

LINDEBAK said that may be a plausible solution; however, it was his understanding that there would be no direct access to the frontage road from that location. He said Trig Street will have direct access to the frontage road.

DENNIS asked if construction has started on the site.

LINDEBAK said no construction has started but he understands there is an agreement for some soil to be placed on the property. He said the applicant intends to preserve the east side of the property as it is today.

DENNIS asked if he has seen the photos provided to the Commission.

LINDEBAK said no one has provided those photos to him. He said he has talked to the homeowner across the street to the east who he understands was not happy with the Kellogg expansion project prior to the new owners purchasing the property so they are probably not happy today either.

RICHARDSON said he was at the site yesterday and two big backhoes are working in there not 25 feet from Trig Street.

LINDEBAK commented that the backhoes are taking down some of the trees.

RICHARDSON asked didn't Lindebak just say the applicant was going to leave that area alone.

LINDEBAK reiterated that the applicant indicated they would leave the east edge of the property alone.

RICHARDSON asked how the applicant proposed to keep the industrial traffic on Trig Street and not Gilbert. He asked how they were going to enforce that.

LINDEBAK said the intent was to access the site from the north along Trig Street. He said Gilbert is a public road so he didn't know how they could keep traffic off of it. He said they do not know if they can do anything about that but he understands from conversations with staff that Gilbert is not the most ideal road to access onto Greenwich Road. He said the intent is not to use Gilbert.

RICHARDSON commented that the preference was not to use Gilbert but there is no way to enforce that.

WARREN commented that the City can post weight limit signage on Gilbert so traffic restrictions can be done, but not by the developer. He said the city can then fine anyone who violates the weight limit.

LINDEBAK commented that he understood that the Gilbert and Greenwich Road intersection is being improved as part of the Kellogg expansion project.

RICHARDSON clarified that it was the agent's understanding that zoning on all the houses needs to be changed before any of the other uses kick in.

LINDEBAK responded that was right, they were trying to show some respect to the houses to the east of the location by not allowing certain uses such as signs beyond a certain capacity and adding a landscape buffer. He said they are trying to co-habitate with the neighbors.

KARMEN GIOUX, 640 SOUTH TRIG STREET said she has been in her home 20 years. She referred to pictures of the backhoes knocking down trees and said that started between 6:00 - 7:00 a.m. yesterday morning and they are still at it. In addition, she said there is an ugly plastic fence all along Trig Street, and there has been machinery in and out of the area all day long. She said all summer they dealt with heavy equipment and fully loaded semi-trucks with rock, gravel, etc. approximately four times an hour on their little one lane road. She said none of the neighbors want to see an ugly 8-foot concrete fence when they are used to looking at wildlife so there is no way that this proposal is improving the area. She said the only way out is on Gilbert and you have to pull out into the road because of visibility issues. She said pulling out on Trig Street trying to go north is very dangerous and mentioned numerous accidents and wrecks. She said the neighbors don't want this. She said if they are going to build something, take the whole street including their homes. She said they don't want to be stuck in a commercial bubble, with the turnpike on one side and 54 Highway on the other and all the riffraff that comes into an area with commercial development. She mentioned that crime has increased in the area because of the surrounding development. She said she is sure the applicant knows what they want to build there, but they are not informing the neighbors. She concluded by saying that the neighbors will protest the proposal.

WARREN asked the speaker since she was opposed to the proposed use, what kind of development would she like to see at the location?

GIOUX responded no development if she has to look out her window and see semi-trucks going by on a single lane road or look at an 8-foot ugly concrete wall.

ELLISION asked about development of an apartment complex at the site.

GIOUX asked why they would need industrial zoning to build an apartment complex. She said the property has been for sale for probably 40 plus years.

ELLISON commented that the speaker seems quite passionate about her stance and he is trying to understand where she is coming from. He added that it would also help him to understand what the applicant is trying to develop on the property.

CHAIR NEUGENT suggested Commissioner Ellison pursue that line of questioning with the appropriate people.

BRAIDEN FIENE, 556 SOUTH TRIG STREET said he has put quite a bit of work into his home. He said he has completely rebuilt and remodeled the house, added a shop and put almost $50,000 into it. He asked how this would benefit him if the appraised value of his house goes down because of commercial property across the street. He asked why the property is being rezoned for LI. He said 90% of the traffic that comes through the neighborhood is not the nine people that live on the street. He added that the average speed is 40-45 miles per hour, which is very dangerous. He said Gilbert dies off at the stop sign into gravel on concrete that is hard to stop on. In addition he said you can't see south to turn onto Greenwich Road. He also mentioned how dangerous it was to try to turn left onto Kellogg.
He said when traffic gets backed up, you can sit there for 15 minutes so that is also a major concern. He mentioned that when there is a lot of rain, the water comes up and over the top of Trig Street and onto the Dandales property. He added that outside storage also brings down the value of other properties in the area. He concluded by saying that safety is a big concern and as a homeowner, he would rather have a washboard road than pavement with the speed that people go down Trig Street now.

WARREN asked the speaker since he was opposed to what was being proposed, what kind of development he would like to see.

FIENE said he hasn't thought about it a whole lot, but he would just like to know what is going on. He said there are a lot of gray areas but he can't imagine the traffic if an apartment complex went in there. He said no one is going to want to live across the street.

RICHARDSON asked the speaker how he would feel about the idea of closing Gilbert and turning Trig Street into a cul-de-sac.

FIENE replied if Gilbert were closed, the house on the corner would have no access since they come out onto Gilbert.

LINDEBAK introduced **MIKE BRAND, PROPERTY OWNER** said he might be able to give the Commission some vision about how the property could be developed. He said long-term development is unknown at this point in time. He said most of the concerns seem to be related to existing traffic
generated by the Kellogg project. He said drainage issues will be handled as part of platting process as required. He said they will provide the required screening for any outdoor storage.

MIKE BRAND, 2709 NORTH WILDROSE said to clarify screening along Trig Street; they are not taking down any trees for 25 feet. He said they are scraping the balance of the lot to clean it up. He said they have no future plans and bought the ground under speculation. He said he has some things in his head but no future plans on the thing.

TODD asked why they were requesting LI instead of GC zoning.

BRAND said they didn't know if they would turn the area into an office park or apartments. He said he had no future plans at the present moment.

ELLISON asked about drainage on the property and possible flooding of Trig Street.

LINDEBAK reported that drainage on the property was to the north and east. He said one of the ideas discussed was the possibility of having a catch basin that would release the water at a metered rate. He mentioned that LI zoning does not allow for residential use and he wanted to make that clear. He said they do not feel residential development is a good long range plan. He said zoning is all GC to the north and with the nature of the Kellogg work the area will be redeveloped.

BRAND mentioned that the only building to the north of the area was the Dandales Western Store, he said the rest of the buildings have been taken by the Kellogg project. He mentioned that Sherwood Construction is doing the work on the roadway and they have taken half of the parking lot at the former Dandales location. He also mentioned that the property to the west of them is under contract although it has not closed yet, so there will be a change there too.

LONGNECKER clarified that LI zoning does not allow residential uses.

WARREN asked staff about the possibility of turning Trig Street into a cul-de-sac or is the street too long.

BRIAN KOON, TRAFFIC ENGINEER, PUBLIC WORKS said it is a long street and could probably be a cul-de-sac if it had an appropriate turn around radius. He said it would need a larger turn-around radius in anticipation of the trucks that would be using it.

RICHARDSON clarified that the frontage road would be one way to the east.

KOON said that was correct.

There was considerable discussion concerning possible traffic solutions in the area including installation of a cul-de-sac on Trig Street; closing Gilbert; installation of a street on the west side of the application area; and access to the property from the north, etc.

MCKAY commented that there were a lot of unanswered questions and suggested that the application be deferred. He said because there are so many ifs, ands and buts about the street, he believes the item should be deferred to let the applicant/agent try to work something out. He asked if Trig Street was paved who would pay the special assessments; the other families who live on the street.

BRAND mentioned that they were hoping to build a street along the south end of the property. He said they would pay for the street and hoped the City would continue it to Gilbert so traffic could get away from the neighborhood.

MCKAY said that was a lot of speculation and if the applicant has a plan, he suggested they bring that back to the Commission for review.

LINDEBAK commented that a lot of the loose ends such as access, drainage, and access to utilities and water would be sorted out at the time of platting. He said the Planning Commission will see the item again.

KNEBEL suggested language changes to condition #3 to include "until Trig Street is paved or alternative access is provided". He said he does not believe the Commission is going to figure out how access is provided until the property is rezoned. He said he does not believe the applicant is going to go to the trouble of coming up with an access plan until the property is rezoned.

DENNIS asked if the item had been to the District Advisory Board (DAB) yet.

LONGNECKER said no, it was scheduled for the following Monday.

TODD commented that the overall scope of this corner is moving towards commercial use. He said he questions LI and thinks GC would be sufficient. He said he spoke with a realtor and was told that GC property is more valuable.

> **MOTION:** To defer the request for 90 days.
>
> **MCKAY** moved, **TODD** seconded the motion.

CHAIR NEUGENT asked if Commissioner McKay had specific items he wanted to see worked out or a specific time to defer the item to. She said a specific date would be better.

LINDEBAK asked what specifically the Commission wants worked out; access to the site?

MCKAY said paving the south side of the property, paving Trig Street and responsibility for special assessments going to the neighbors to the east.

LINDEBAK commented that those items would be worked out at platting. He said the intent was that the applicant would pay to pave Trig Street to their drive. He said a lot of thing can change in the amount of time it takes to develop the property. He reminded the Commission that the zoning doesn't become effective until the property is platted.

RICHARDSON said another reason to defer this is the Commissioners walk in the door and they are handed the revised conditions as though no one had time to work on this before today. He said his point was the Commission has not had a chance to absorb this and he believes that is a bad policy.

The **MOTION** was **AMENDED** to defer the request for 90 days.

DENNIS requested that the Traffic Engineer provide something solid to make a decision on. He said he would also like to know exactly what the DAB has to say on this issue because he feels that is important input. He said as far as platting in four years, he said half of the Commissioners won't remember what they did here today. He said he supports the motion to defer this request 90 days.

DAILEY said he agreed with Commissioner Dennis and added that he would like to see access directly from the northwest corner out to Kellogg.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC
FROM: Laura Rainwater
SUBJECT: **ZON2015-52**
DATE: May 10, 2016

Bill Longnecker, Metropolitan Area Planning Department, presented a request to DAB II on Monday, May 9, 2016, for a zone change from SF-5 Single-Family Residential to LI Limited Industrial, with a Protective Overlay (PO) on 11.21-acres of unplatted property generally located between Kellogg and I-35 (Kansas Turnpike), West of Greenwich Road, on the north side of I-35 and the west side of Trig Street.

In attendance were **Brandon Wilson** and **Mike Brand** (owners/applicants), **Brian Lindebak** (Agent for the applicants) with MKEC, and the following property owners of adjacent property: **Alice Wells, Karmen Giroux** and **Braiden Fiene.**

After staff presentation, DAB members addressed questions to **Lindebak** and **Brand.**

DAB: Are you under contract until 2020 to store dirt and equipment?
Lindebak: It would appear so. The land will not be platted until Kellogg construction is complete. The goal now is to keep truck traffic off of Trig Street.
Brand: Sherwood Construction approached them to be a staging area during construction. Sherwood will compensate for use of the land by clearing property and making it site-ready for development. Property won't be developed until Kellogg is completed.

DAB: Why LI and not GC Zoning?
Lindebak: You can't have residential in LI.

DAB: Who will pay the cost of paving Trig?
Lindebak: Owner/developer will pay to pave Trig up to the entrance of the development once it has been platted.

DAB: How soon will Trig be paved?
Lindebak: Not until Kellogg is complete. Current truck traffic will not use Trig due to the eight foot berm to be constructed.

Adjacent property owners then addressed the Board in opposition of the change. Their concerns included:

- Truck traffic is occurring on Trig
- The put a port-a-potty right out in front of a homeowner's front window
- Drainage and flooding has occurred in their yards and over Trig

- Trees and landscaping is a complete mess
- Safety of our families due to heavy truck traffic that is now occurring on Trig
- Devaluation of our properties

In response to their concerns, that applicant has agreed to construct an 8' berm within 60 days and contact Sherwood Construction to instruct them to only use the NW entrance to the property and keep all construction traffic off of Trig.

Kelly Callen made a motion to approve the staff recommendation to APPROVE the request, with the following modifications to the PO as outlined in the Staff Report:

1. The applicant will not use Trig Street or Gilbert Streets until the improvements on East Kellogg are completed (2019-2020) and the property has been platted, after which the applicant will pave Trig Street at their expense from its intersection with the Kellogg frontage road to the entrance(s) of their property, per City Standards.
2. Access to the site for life of the East Kellogg Street improvements (2019-2020) will be confined to the northwest portion of the site.
3. The applicant will call Sherwood Construction to instruct them to keep all construction traffic off of Trig and Gilbert Streets and only use the current northwest entrance to the site.
4. The applicant will construct and complete an eight-foot tall berm for the length of the east side of the site seeded with a grass to hold it together within 60 days of May 9, 2016, DAB II meeting.
5. The City will install "No construction truck traffic" signs on Trig and Gilbert Streets during the life (2019-2020) of this portion of the construction/improvements to East Kellogg Street.

Becky Tuttle seconded.

Motion passed 6-0-1. Nazir Jesri abstained due to a conflict of interest.

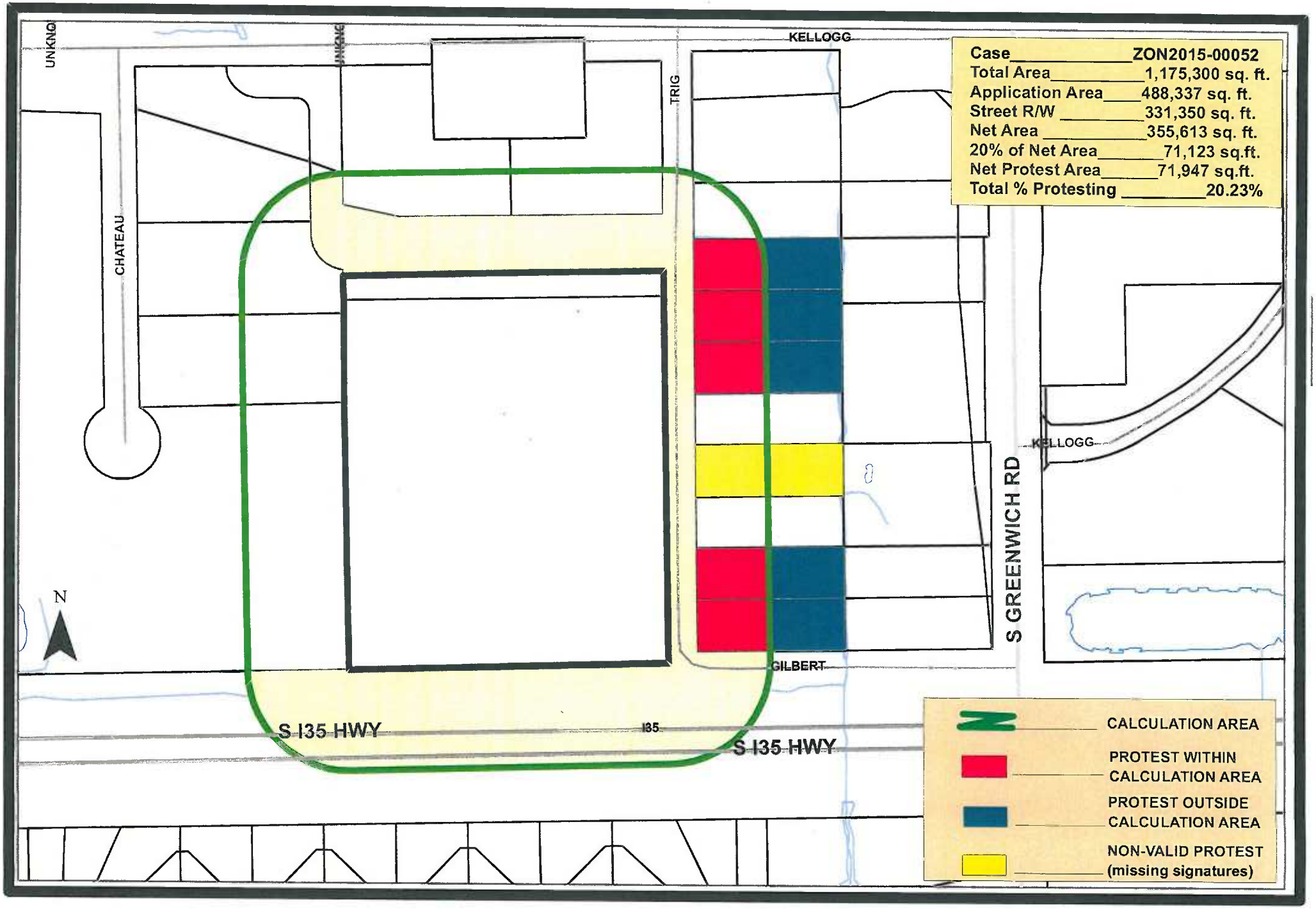

Case ZON2015-00052
Total Area 1,175,300 sq. ft.
Application Area 488,337 sq. ft.
Street R/W 331,350 sq. ft.
Net Area 355,613 sq. ft.
20% of Net Area 71,123 sq.ft.
Net Protest Area 71,947 sq.ft.
Total % Protesting 20.23%
UNKNO
UNKNO
CHATEAU
TRIG
KELLOGG
KELLOGG
S GREENWICH RD
GILBERT
S I35 HWY
I35
S I35 HWY
N
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA
NON-VALID PROTEST (missing signatures)

Exhibit A: Protective Overlay-307

1. Prohibited Land Uses –

   a. Pawn Shop, Private and Public Recycling Collection Stations, Recycling Processing Center, Reverse Vending Machine, Rodeo in the City, Sexually Oriented Business, Tattooing and Body Piercing Facility, Asphalt and/or Concrete Plant, Landfill, Mining or Quarrying, Oil and Gas Drilling, Rock Crushing, Solid Waste Incinerator, Transfer Station, Wrecking/Salvage Yard.

   b. In addition to the prohibited uses listed in 1.a.) the following uses are prohibited as long as the SF-5 Single Family Residential Zoning remains on the Properties located on the east side of Trig Street (being legally described as: Lots 5, 6, 7, 8, 9, 10, and 11, East Kellogg Acres, Sedgwick County, Kansas): Correctional Facility, Correctional Placement Residence, Nightclub in the City, and Tavern or Drinking Establishment.

   c. As long as the SF-5 Single-Family Residences remain on Trig Street, any stock piling of dirt, sand or gravel shall require the property owner to employ dust control methods such as having a water trucks or an irrigation system on site to spray the dirt sand or gravel piles frequently enough to keep the dust on the site.

2. Transportation –

   a. The applicant or any entity using the subject site will not use Trig Street until the improvements on East Kellogg are completed (2019-2020) and the property has been platted, after which the applicant/owner will pave Trig Street, per city standards, at their expense from its intersection with the Kellogg frontage road to the entrances of their property.

   b. Access to the site for the life of this portion of the East Kellogg Street construction - improvements (2019-2020) will be confined to the northwest and west portions of the site. No access to the site via Trig and Gilbert Streets for the life of this portion of the East Kellogg Street construction - improvements (2019-2020)

   c. The applicant will request the City to post signs, at the applicant's expense, prohibiting commercial/industrial truck traffic from using Gilbert Street to get to and from the site. These signs shall be placed for the life of this portion of the East Kellogg Street construction - improvements (2019-2020) and after said project.

   d. The applicant shall monitor Sherwood Construction (or whoever is using the site during the life of the Kellogg Street improvements – 2019-20120) to instruct them to keep all construction traffic off of Trig and Gilbert Streets and only use the current northwest or west entrance to the site

3. Screening – If the said properties located on the east side of Trig Street remain zoned SF-5 at the time of development, then the following screening and landscaping provisions are required. (Lots 5, 6, 7, 8, 9, 10, and 11, East Kellogg Acres, Sedgwick County, Kansas)

   a. An eight-foot tall berm seeded with a grass to hold it together will be constructed along the length of the east property line within 60 days of the May 9, 2016, DAB II meeting. The berm will remain and be maintain on the site for the life of this

section of the East Kellogg Street construction - improvements (2019-2020), after which in may be applied towards permanent screening or substituted with the next listed b. or c. Using it as permeant screening would still require this side of the site to comply with the Landscape Ordinance.

b. A minimum 8 foot tall masonry wall shall be built along the site's east side of the subject property, along Trig Street, except however for access drives or street locations into the subject property. Landscaping will be per the Landscape Ordinance. Screening and landscaping shall be constructed within 120 days of a building permit being issued.

c. A landscaped berm may substitute 3.b., if; landscape screening is planted with evergreen trees planted in a double row staggered/offset atop a three to four foot tall berm. The trees shall be irrigated to sustain them and shall be planted a minimum rate of 16 feet on center and shall be a minimum of 6 feet in height at the time of planting.

d. Existing landscaping within the south 20 feet of the south property, if maintained, satisfies the landscape street yard requirement, if it meets the standards of the Landscape Ordinance. If there is outdoor storage within 150 feet of the south property line solid screening will be required if removed.

e. A landscape plan shall be reviewed and approved by the Planning Director.

f. All landscape material that dies shall be replaced within 30 days.

g. All screening and landscaping will be per code, unless otherwise noted.

4. All rooftop mechanical equipment shall be screened from ground view per the U.Z.C. All loading, docking areas and trash receptacles shall be screened from ground view and along I-35 as approved by the Planning Director.

5. Signage – shall be as permitted in the Limited Industrial LI Zoning District provided the following standards:

   a. All ground signs will be pylon or monuments.

   b. Only one building sign per building shall be allowed along I-35 frontage.

   c. If the said properties located on the east side of Trig Street remain zoned SF-5 at the time of development of the subject property, then:

      i. Building signs shall only be permitted on the south, north and west sides of the building unless they can be seen from said SF-5 properties.

      ii. Portable signs, flashing or animated signs, pennants, banners, and balloon signs are not permitted.

      iii. Backlit canopies and neon or florescent tube lighting on buildings are not permitted.

      iv. The maximum height of ground signs shall be 10 foot along Trig Street, all other signs shall not exceed 20 feet tall. The maximum sign area of street signs shall be 250 square feet, EXCEPT along Trig Street which shall be limited to a maximum of 150 square feet.

v. No grounds signs along Trig Street shall lit, provided ground lighting is allowed for monument signs. The lighting shall be turned off between the hours of 8:00 PM to 6:00 AM.

6. A minimum of a 35 foot building setback shall be required along the Trig Street and I-35. No pole lights, or outdoor storage is allowed in the 35 foot building setback.
7. All exterior lighting shall be shielded to direct light downward. Pole lights, including the base shall be no taller than 15 feet if the said properties located on the east side of Trig Street remain zoned SF-5 at the time of development.
8. Compatibility height, setback and light standards shall apply, unless otherwise noted.
9. All utilities shall be underground.
10. Parking shall be paved per City Standards and a drainage plan must be provided for review and approval.
11. No building permits will be issued until the site is platted.

Revised 07-11-2016

Agenda Report No. V-2

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: ZON2016-00018 – Zone Change from SF-5 Single-family Residential to TF-3 Two-family Residential, Generally Located West of I-235 and South of West Central (5801 West Saint Louis Avenue) (District **V** ~~VI)~~

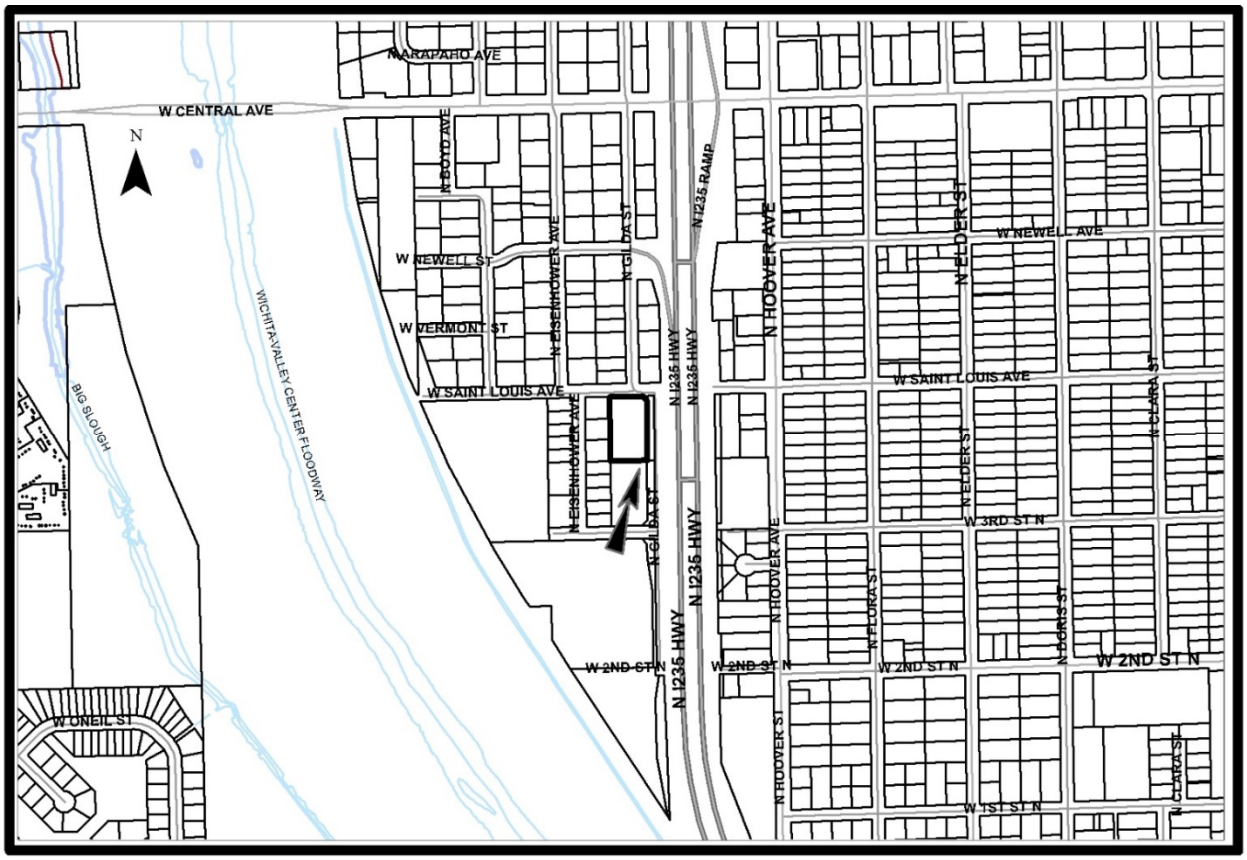
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request except for the north 110 feet of the application area (9-1).

DAB Recommendation: District Advisory Board V did not have a quorum and therefore did not make a recommendation.

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant requests TF-3 Two-Family Residential (TF-3) zoning on a 1.16-acre unplatted parcel. Any future construction on the site will require platting. The site is developed with one single-family residence and detached garage on the north end of the site. The site has 300 feet of frontage along North Gilda Street and 145 feet of depth. The applicant intends to retain the existing single-family residence on the site leaving room for up to three separate lots with frontage on North Gilda Street for three duplexes. If the existing house on the site were removed, the application area meets the Unified Zoning Code (UZC) minimum dimensions and size for up to six duplexes in TF-3 zoning.

The surrounding neighborhood is primarily zoned SF-5 Single-family Residential (SF-5) and developed with single-family residences. A property two blocks north and one block west of this site was rezoned to TF-3 in 2006. Commercial zoning and uses exist within a few blocks of this site. Over a dozen pockets of TF-3 zoning exist within a half-mile of this location, the majority exist north of West Central and east of I-235. North of the site on North Gilda Street are SF-5 zoned single-family residences. South of the site is an SF-5 zoned single-family residence, an SF-5 zoned City public works substation facility permitted as a conditional use (CON2001-62) and a GC General Commercial (GC) zoned storage facility. East of the site is I-235, further east are TF-3 zoned duplexes. West of the site are SF-5 zoned single-family residences, the City substation facility, and a GC zoned self-storage facility.

Analysis: On May 19, 2016, the Metropolitan Area Planning Commission (MAPC) heard this request. Several surrounding property owners spoke against the request with opposition to duplex housing and loss of open space on the site. The MAPC approved the zone change request except for the north 110 feet where a single-family residence exists.

On June 6, 2016, District Advisory Board (DAB) V reviewed the application. The DAB did not have a quorum and therefore could not make a recommendation. Several surrounding property owners spoke against the request with opposition to duplex housing and loss of open space on the site.

Planning Staff received 13 protest petitions which account for 66.4% of the total protest area. Because the protest is greater than 20%, approval of the request requires a three-fourths majority vote of the City Council.

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 1) Adopt the findings of the MAPC and approve the requested zone change except for the north 110 feet (six of seven votes required); 2) Deny by making alternate findings (five of seven votes required) or 3) Return the application to the MAPC for reconsideration (four of seven votes required).

Attachments: Applicant's site plans, Ordinance, MAPC minutes, Protest Map.

OCA 150004

ORDINANCE NO. 50-275

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. ZON2016-00018

Zone change request from SF-5 Single-family Residential (SF-5) to TF-3 Two-family Residential (TF-3) on property located west of I-235 and south of W. Central (5801 W. Saint Louis); described as:

A tract in the Northeast Quarter of Section 22, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning 140 feet South and 595 feet West of the Northeast corner of the South Half of said Northeast Quarter; thence South 190 feet; thence West 145 feet; thence North 190 feet; thence East 145 feet to the point of beginning.

SECTION 2. That upon the taking effect of this ordinance, the above zoning change 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 19th day of July, 2016.

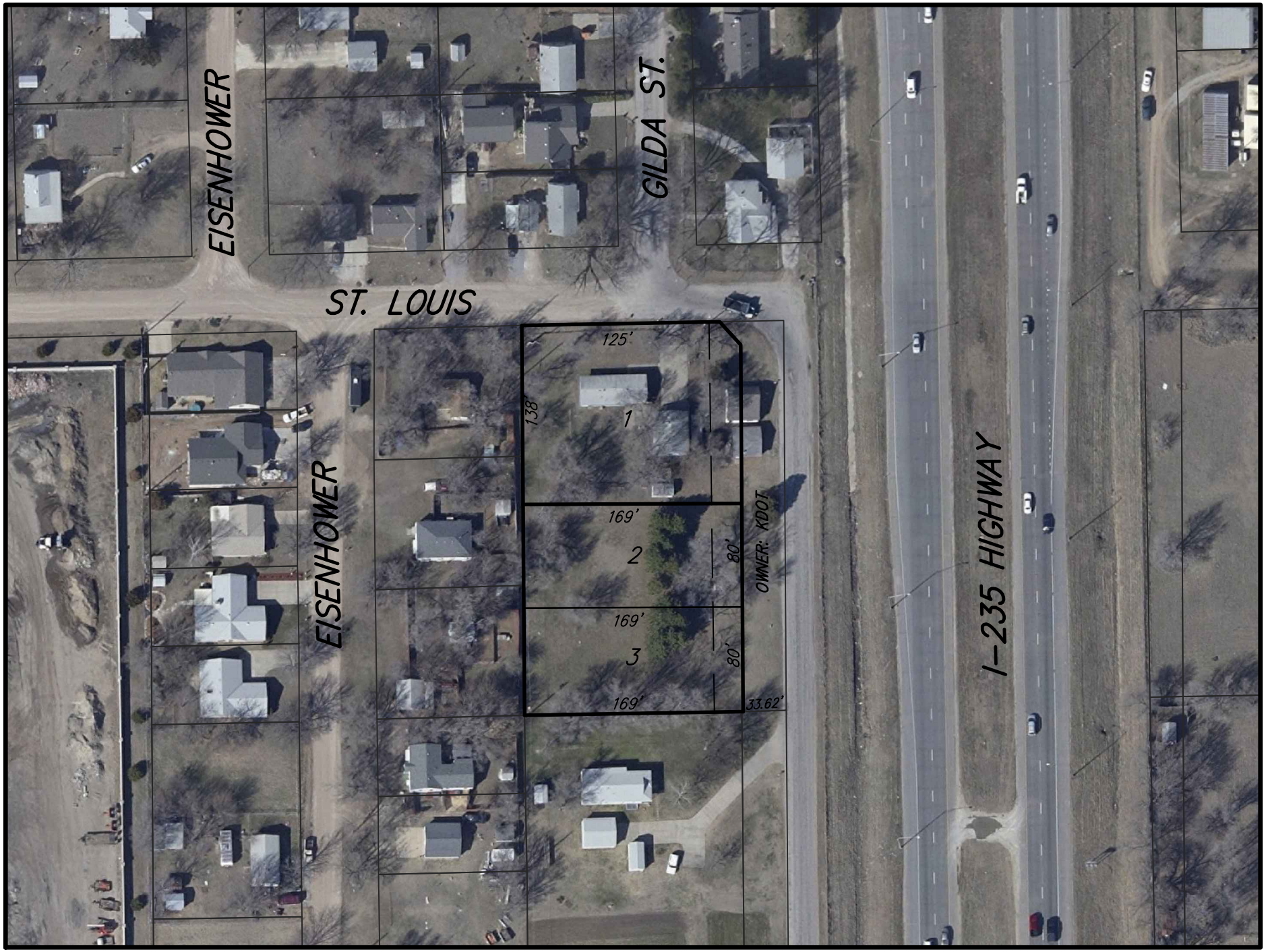
_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

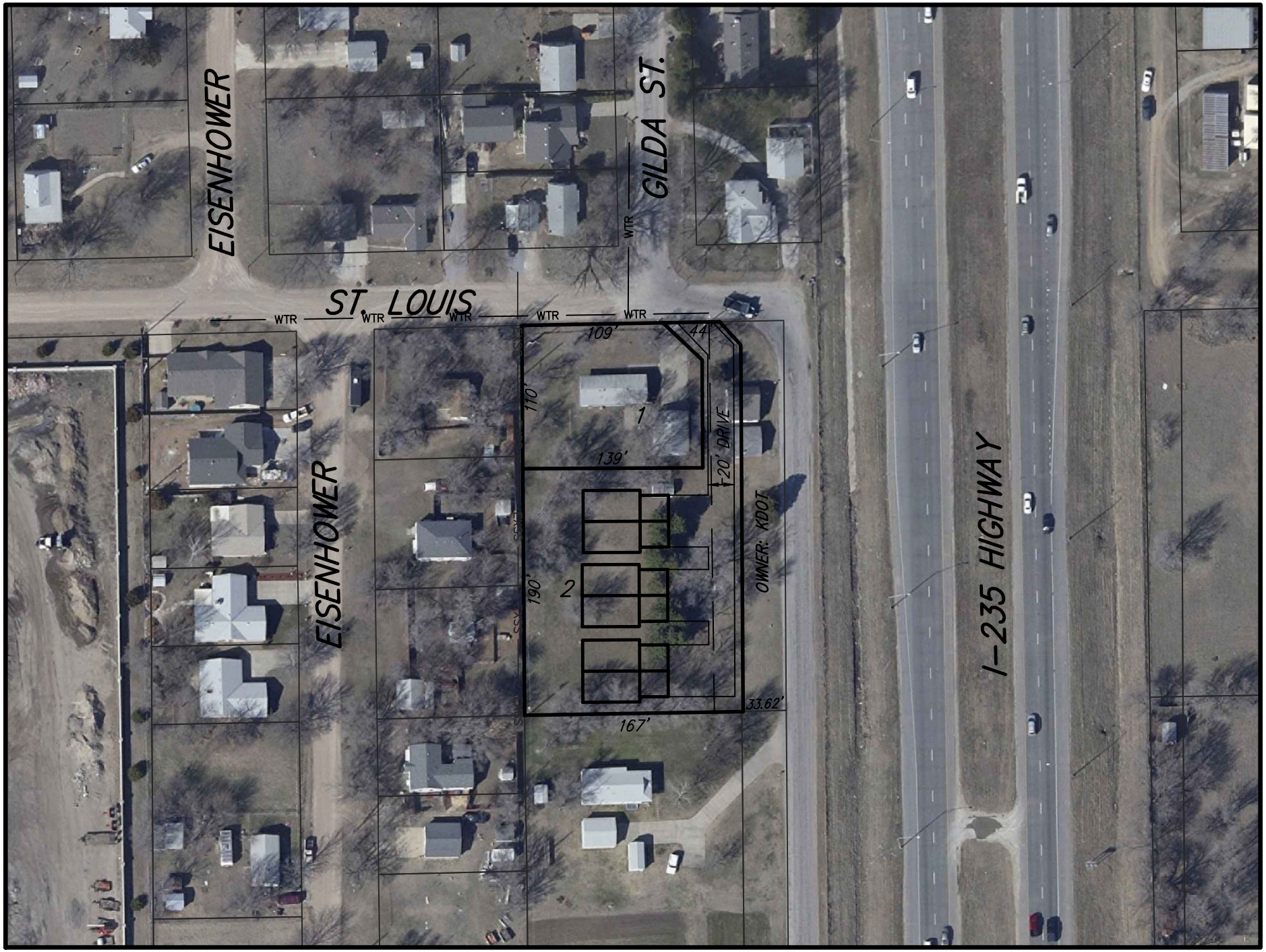
Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law



24 February 2015

SKETCH "A"

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0140
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE



2 March 2015

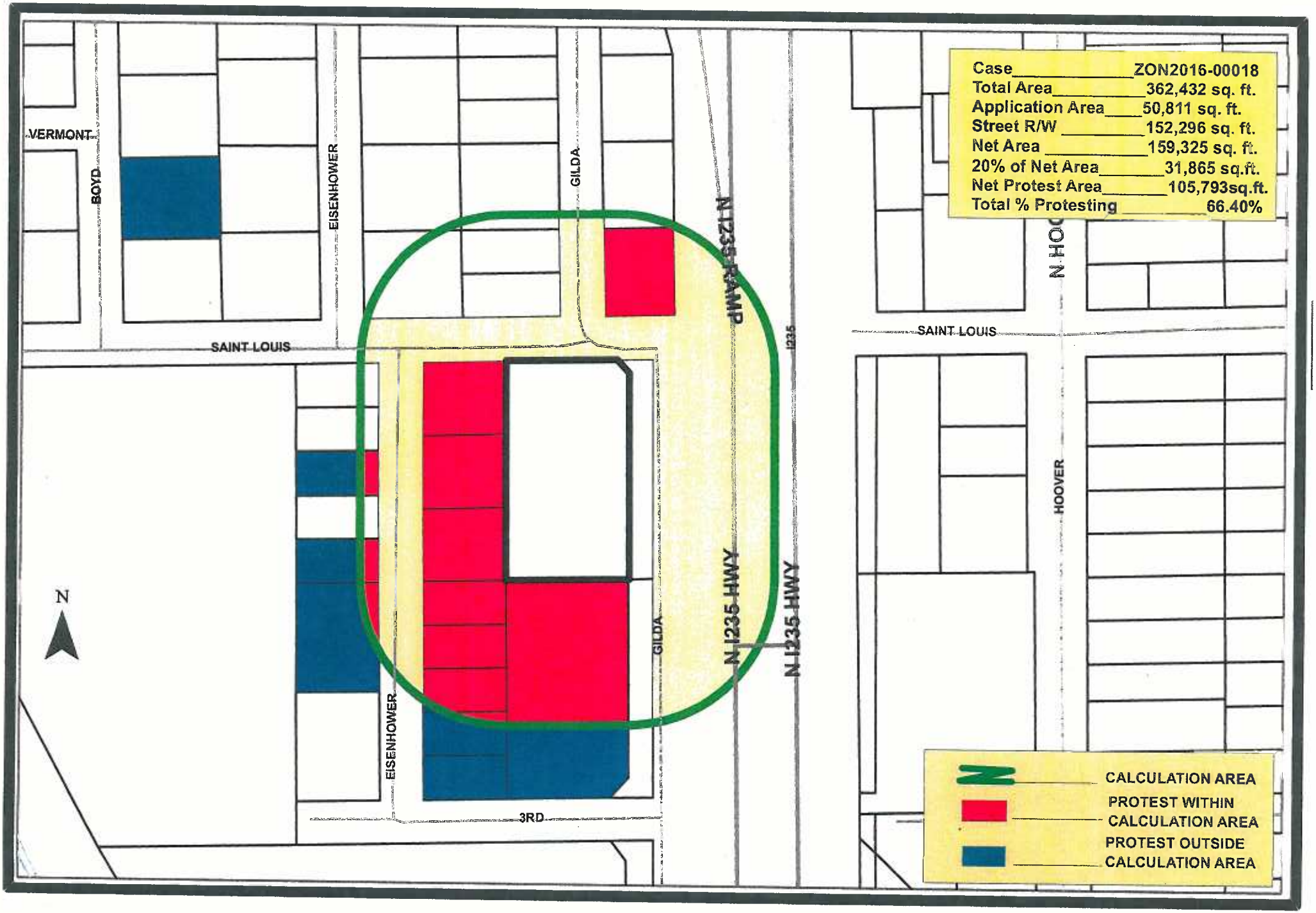
SKETCH "D"

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0140
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

SKETCH "A"

Baughman Company, P.A.

SKETCH "D"


Case ZON2016-00018
Total Area 362,432 sq. ft.
Application Area 50,811 sq. ft.
Street R/W 152,296 sq. ft.
Net Area 159,325 sq. ft.
20% of Net Area 31,865 sq.ft.
Net Protest Area 105,793sq.ft.
Total % Protesting 66.40%
VERMONT
BOYD
EISENHOWER
GILDA
N I235 RAMP
SAINT LOUIS
I235
N HOO
HOOVER
N I235 HWY
N I235 HWY
GILDA
EISENHOWER
3RD
N
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

EXCERPT MINUTES OF MAY 19, 2016 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

Case No.: ZON2016-00018 - Adam Gray (owner/applicant) requests a City zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

A tract in the Northeast Quarter of Section 22, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas described as beginning 30 feet South and 548.5 feet West of the Northeast corner of the South half of said Northeast Quarter; thence South 300 feet; thence West 217.5 feet; thence North 330 feet; thence East to the point of beginning, except that part taken for I-35 in Condemnation Case A-77195, and EXCEPT a tract in the Northeast Quarter of Section 22, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas described as beginning 1291.61 feet North and 574.80 feet West of the Southeast corner to the intersection of the Southerly right of way line of an existing public road and the Westerly right of way line of the existing highway thence South 01°02'46" East, 300.00 feet along said Westerly right of way to the North line of a tract of land described in a deed recorded in Deed Book 1438, Page 102 in the Register of Deeds Office, Sedgwick County, Kansas; SECOND COURSE, thence South 88°38'22" West, 33.62 feet along said North line; THIRD COURSE, thence North 01°02'08" West, 282.49 feet; FOURTH COURSE, thence North 43°36'02" West, 23.65 feet to said Southerly right of way line; FIFTH COURSE, thence North 88°38'22" East, 49.57 feet along said Southerly right of way line to the Point of Beginning.

TGOETHER WITH

A tract in the Northeast Quarter of Section 22, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning 30 feet South and 621 feet West of the Northeast corner of the South Half of said Northeast Quarter; thence South 300 feet; thence West 145 feet; thence North 300 feet; thence East 145 feet to the point of beginning.

BACKGROUND: The applicant requests TF-3 Two-Family Residential (TF-3) zoning on a 1.16-acre unplatted parcel. Any future construction on the site will require platting. The site is developed with one single-family residence and detached garage on the north end of the site. The site has 300 feet of frontage along North Gilda Street and 145 feet of depth. The applicant intends to retain the existing single-family residence on the site leaving room for up to three separate lots with frontage on North Gilda Street for three duplexes. If the existing house on the site were removed, the application area meets the Unified Zoning Code (UZC) minimum dimensions and size for up to six duplexes in TF-3 zoning.

The surrounding neighborhood is primarily zoned SF-5 Single-family Residential (SF-5) and developed with single-family residences. A property two blocks north and one block west of this site was rezoned to TF-3 in 2006. Commercial zoning and uses exist within a few blocks of this site. Over a dozen pockets of TF-3 zoning exist within a half-mile of this location, the majority exist north of West Central and east of I-235. North of the site on North Gilda Street are SF-5

zoned single-family residences. South of the site is an SF-5 zoned single-family residence, an SF-5 zoned City public works substation facility permitted as a conditional use (CON2001-62) and a GC General Commercial (GC) zoned storage facility. East of the site is I-235, further east are TF-3 zoned duplexes. West of the site are SF-5 zoned single-family residences, the City substation facility, and a GC zoned self-storage facility.

CASE HISTORY: The site is unplatted. The existing house on the site was built in 1952. An additional single-family residence existed on the site but was removed with the widening/relocation of Gilda Street in conjunction with I-235 improvements.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5, GC	Single-family residence, public works substation, storage facility
EAST:	TF-3	I-235, duplexes
WEST:	SF-5, GC	Single-family residences, self-storage

PUBLIC SERVICES: North Gilda Street is a paved, two-lane local street at this location adjacent to I-235 right-of-way. Saint Louis Avenue is an unpaved, two-lane local street at this location. All public services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the mature neighborhoods within an approximate three-mile radius of the downtown core. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan also encourages development of a variety of lot sizes and housing types within the Established Central Area. The Plan's *2035 Wichita Future Growth Concept Map* identifies this location as "residential," encompassing areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the neighborhood:** The surrounding neighborhood is primarily zoned SF-5 and developed with single-family residences. A property two blocks north and one block west of this site rezoned to TF-3 in 2006. Commercial zoning and uses exist within a few blocks of this site. Over a dozen pockets of TF-3 zoning exist within a half-mile of this location, the majority exist north of West Central and east of I-235. North of the site on North Gilda Street are SF-5 zoned single-family residences. South of the site is an SF-5

   a. zoned single-family residence, an SF-5 zoned City public works substation facility permitted as a conditional use (CON2001-62) and a GC zoned storage facility. East of the site is I-235, further east are TF-3 zoned duplexes. West of the site are SF-5 zoned single-family residences, the City substation facility, and a GC zoned self-storage facility.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5 and could be platted and developed with up to three additional single-family residences.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Impact on surrounding property due to the requested zone change should be minimal; duplexes and TF-3 zoning are common within the surrounding area.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the mature neighborhoods within an approximate three-mile radius of the downtown core. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan also encourages development of a variety of lot sizes and housing types within the Established Central Area. The Plan's *2035 Wichita Future Growth Concept Map* identifies this location as "residential," encompassing areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality.

(5) **Impact of the proposed development on community facilities:** All services are in place. Any increased demand on community facilities can be handled by existing infrastructure. Gilda is a paved street at this location with a paved route to arterial street and highway access.

JESS MCNEELY, Planning Staff presented the Staff Report. He reported that staff has received calls from surrounding neighbors asking what could be developed on the property. He said they were told up to three duplexes could be developed at the site.

FOSTER asked if it was three duplexes on the total parcel or three duplexes per parcel.

MCNEELY said the maximum would be six units or three duplexes total.

ADAM GRAY, 1927 NORTH EVERGREEN, PROPERTY OWNER/APPLICANT said he would be using the southernmost part of his property to build duplexes. He referred to two drawings maximizing the space per the building Code. He said it is not his intention to degrade or lessen the integrity of the neighborhood. He said if anything he would like to uplift the area a little bit especially considering the state the property was in when he purchased the property. He said the front yard faces I-235 so it is not a desirable location for a homestead. He said; however, that it could be utilized for some type of housing. He said not tract housing but he would like the opportunity to the utilize space.

ELLISON asked if the home would remain long term.

GRAY said he has no intentions of taking the home down.

FOSTER asked about using the mature trees on the south property lines for buffering.

GRAY said he would keep every tree that he can. He said the mature trees is something that he admires about the property. He said they provide camouflage from the highway and keep the road noise down. He said he has not chosen a plan or blueprints but he will keep the location of the trees in mind when he develops the site.

TODD clarified that the applicant is planning on platting four lots.

GRAY said four lots is the maximum allowed by the Building Code.

ELLISON asked if the applicant owned the property to the south.

GRAY responded no.

ANTOINETTE FAULKNER AND LAURA FAULKNER, 428 NORTH EISENHOWER said they own the residential property adjacent to this property since 1970. She said they also own the house on the corner directly across from the applicant's house to the north at 5801 N. Gilda, a home at 440 N. Gilda and their residence 428 N. Eisenhower. She said she is a retired school teacher and has lived in the area since 1971. She said they expect the land to be as is for many years because it was not accessible because of the property taken for I-235. She said she is definitely opposed to the proposed rezoning. She said she enjoys her neighbors and the trees are important because of the exhaust created by the bypass. She asked the Commission to consider that the area was in existence and could not be developed and she would like it to stay the same.

BARBARA J. FRY, 5800 WEST 3RD STREET said she owns the property south of the proposed development. She said she has lived there for 50 years and enjoys the quietness other than the bypass. She said her husband, who recently passed away, had a big garden and they would like to keep it like it is. She said she would appreciate it if the Commission did not change the zoning.

BEVERLY BRADFORD, 500 NORTH GILDA said she lives just north of the site. She said she has lived there for 31 years, since 1983 and raised four children who she sent off to college. She said there are big lots in the neighborhood but there are no multiple dwelling units around the neighborhood. She said there is no way the applicant can build on the property without tearing down trees which are a buffer to the highway and Mrs. Fry's home. She said there is not a lot of room for three duplexes. She said residents in the area bought these properties with the expectation that this would be single-family dwelling units only, not multiple family units. She said Mrs. Fry is virtually alone and this is going to be right up next up to her. She asked where is the safety, security and peace in that. She said the neighborhood has always been safe, quiet nice and peaceful and they would like it to stay that way. She said this is going to be her retirement home.

GRAY said through this process he was not wanting to create too much of an uproar or a ripple so he appreciates the neighborhood coming today and expressing their concerns so he knows where they are coming from. He said he would like the possibility of doing something at the location.

TODD asked the applicant if they would consider single-family residential zoning for the parcel instead of duplexes.

GRAY replied it is already zoned SF-5. He said the TF-3 zoning allows duplex and below.

VICE CHAIR DENNIS asked if the applicant would be willing to build SF-5 instead of duplexes.

GRAY said he would like to keep duplexes if possible.

RICHARDSON asked if the applicant would consider leaving the northern corner as SF-5 as a buffer to the residential zoning with duplex zoning on the undeveloped south portion of the property.

GRAY said he would be open to that compromise.

DIRECTOR MILLER said he believed the minimum lot size for a duplex is 6,000 square feet so the applicant would need a minimum lot size of 12,000 square feet on the south and 5,000 square feet on the north to accommodate the SF-5 zoning. He said he was not sure if there is that much area at the location.

MCNEELY said the lot is 145 feet in depth but it is the frontage on Gilda that will be the limiting factor. He said the drawing appears to show110 feet north to south for dimensions to retain the single-family home and detached garage. He said it would appear that it would be the north 110 feet of the application area that would remain SF-5 zoning.

RICHARDSON asked if the applicant would have to replat the property.

MCNEELY responded that the property is unplatted and the applicant will be required to plat to pull building permits.

FOSTER commented that whenever the Commission considers TF-3 zoning he goes back to the discussion during development of the Comprehensive Plan and increasing the density in the City's core area. He said the difference on this application is there is a lot of land so that is the issue he is weighing on this one.

JOHNSON asked about the DAB vote.

MCNEELY said DAB will consider the application on June 6, 2016.

RICHARDSON suggested rezoning the south portion of the site to TF-3 and leaving the north 110 feet as SF-5. He said because of the interstate, he does not see developing the area as SF-5 as being marketable.

> **MOTION:** To approve subject to staff recommendation and rezoning the south portion of the site to TF-3 and leaving the north 110 feet of the site as SF-5.
>
> **RICHARDSON** moved, **DOOL** seconded the motion.

VICE CHAIR DENNIS said he was concerned that the proposed use doesn't fit into the neighborhood but he doesn't know how you can develop it any other way so he was going to vote for the motion.

TODD said he agreed with the compromise to promote infill housing.

MCKAY said he was not opposed to the motion but he thinks it needs to be more definite.

RICHARDSON asked if the Commission should limit the number of duplexes to be developed.

MCKAY suggested limiting the number of units instead of stating how the area can be used.

RICHARDSON, with permission of the second, **AMENDED THE MOTION** to say a maximum of six units.

FOSTER asked if the 110 foot dimension should be taken out of that or should they just say approximately.

MCNEELY reiterated that north to south the area is 110 feet.

ELLISON commented that he is always confused as to why the neighborhood thinks multi-family housing is a bad thing. He said nice housing could upgrade the neighborhood.

The **AMENDED MOTION** carried (9-1). **JOHNSON** – No.

Wichita, Kansas
June 27, 2016
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 and Utilities, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Brandon Findley, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date June 20, 2016, were read and on motion approved.

Bids were opened June 24, 2016, pursuant to advertisements published on:

2016 OP3 CIP Street Repairs Phase 2 (Various Locations) 472-85265 (707095/132726)

Kansas Paving Company* - $991,900.00 *Engineer's Estimate

Purchasing Manager recommended that the contracts be awarded outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Replace Roof Cheney Pump Station.

Defer two weeks

The Purchasing Division recommended that the contracts be deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works and Utilities

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
July 11, 2016
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 and Utilities, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Logan Bradshaw, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date June 27, 2016, were read and on motion approved.

Bids were opened July 1st and 8th, 2016, pursuant to advertisements published on:

SWD #403 Drainage Improvments at Douglas and Edwards (at Douglas, west of Meridian) 468-85052 (133117)

Bids Rejected

Bluelake from the south line of Lot 10, Block D, north to the south line of Lot 15, Block D, with drainage to be installed where necessary to serve Blue Lake Addition (south of 31st Street South, west of West Street) (472-84076/766363/490386) does not affect existing traffic. (District IV)

APAC – Kansas Inc.* - $196,671.90
*Award 8/2/2016 subject to City Council approval of new Engineer's Estimate and Budget Authorization.

Stormwater Sewer #704 to serve Vassar Addition (south of 63rd Street South,west of Clifton) (468-85091/751544/485435) does not affect existing traffic. (District III)

Dondlinger and Sons* - $400,846.00
*Award 8/2/2016 subject to City Council approval of new Engineer's Estimate and Budget Authorization.

Purchasing Manager recommended that the contracts be awarded/rejected 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/rejected as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/STORM WATER DIVISION: 19,500 GVW Crew Cab and Chassis with/Mini Dump.

Davis Moore Automotive Inc. - $69,344.00 Base Bid
$2,500.00 Option 1

PUBLIC WORKS AND UTILITIES DEPARTMENT/PRODUCTION AND PUMPING DIVISION: Submersible Pumps.

JCI Industries Inc. - $113,264.00

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Concrete Pathway at Orchard Park.

PPJ Construction Inc.- $70,000.00

PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVSION: 58,000 GVWR Dump Trucks.

Roberts Truck Center LLC -	$273,990.00	Base Bid
	<$69,000.00>	Option 1-Deduct
	Included	Option 3
	$601.00	Option 4-Each

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Replace Roof Cheney Pump Station.

Aaron Parsons Painting LLC dba
AP Roofing and Specialty Coatings - $224,416.90 Base Bid
$25.00- per Square Feet Option 1-Unit Price No. 1.
$19.00- per Square Feet Option 2-Unit Price No. 2.

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works and Utilities

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: July 11, 2016

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

June 24, 2016

2016 OP3 CIP Street Repairs Phase 2 (Various Locations) – Public Works & Utilities Department/Engineering Division

Kansas Paving Company **(Engineer's Estimate)** **$991,900.00**

July 1, 2016

SWD #403 Drainage Improvements at Douglas & Edwards (at Douglas, west of Meridian) – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**

Paving – Bluelake to serve Blue Lake Addition – Public Works & Utilities Department/Engineering Division

APAC – Kansas, Inc. **(Award 8/2/16 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)** **$196,671.90**

Stormwater Sewer #704 to serve Vassar Addition – Public Works & Utilities Department/Engineering Division

Dondlinger & Sons Construction Co., Inc. **(Award 8/2/16 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)** **$400,846.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

June 24, 2016

Cheney Pump Station Roof Replacement – Public Works & Utilities Department/Fleet & Facilities Division **(Defer to July 11, 2016)**

July 1, 2016

19,500 GVW Crew Cab & Chassis w/ Mini Dump Bed – Public Works & Utilities Department/Storm Water Div.

Davis Moore Automotive, Inc.	**Base Bid**	**$69,344.00**
	Option 1 (Add) (Per Each)	**$2,500.00**

Submersible Pumps – Public Works & Utilities Department/Production & Pumping Division

JCI Industries, Inc. **$113,264.00**

July 8, 2016

Concrete Pathway at Orchard Park – Park & Recreation Department/Recreation Division

PPJ Construction, Inc. **$70,000.00**

58,000 GVWR Dump Trucks – Public Works & Utilities Department/Water Distribution Division

Roberts Truck Center, LLC	**Base Bid**	**$273,990.00**
	Option 1 (Deduct)	**<$69,000.00>**
	Option 3	**Included**
	Option 4 (Add) (Per Each)	**$601.00**

Cheney Pump Station Roof Replacement – Public Works & Utilities Department/Fleet & Facilities Division (Deferred from June 27, 2016)

Aaron Parsons Painting, LLC dba AP Roofing & Specialty Coatings	**Base Bid**	**$224,416.90**
	Option 1 – Unit Price No. 1 (Add) (Per Square Feet)	**$25.00**
	Option 2 – Unit Price No. 2 (Add) (Per Square Feet)	**$19.00**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

Melinda A Walker

Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - June 24, 2016

RQ#

FB#		Engineer's Construction Estimate	Barkley Construction	Kansas Paving Company	PPJ Construction
2016 OP3 CIP Street Repairs Phase 2		$991,900.00	$696,555.00	$687,080.00	$721,200.00
	BID BOND				X
(Various Locations)	ADDENDA	1			X
472-85265 (707095/132726)					
		Engineer's Construction Estimate	Dondlinger & Sons		
2016 OP3 CIP Street Repairs Phase 2		$991,900.00			
	BID BOND				
(Various Locations)	ADDENDA	1			
472-85265 (707095/132726)					
		Engineer's Construction Estimate			
2016 OP3 CIP Street Repairs Phase 2		$991,900.00			
	BID BOND				
(Various Locations)	ADDENDA	1			
472-85265 (707095/132726)					
		Engineer's Construction Estimate			
2016 OP3 CIP Street Repairs Phase 2		$991,900.00			
	BID BOND				
(Various Locations)	ADDENDA	1			
472-85265 (707095/132726)					

Contract awarded for Engineer's Estimate $991,900.00

CHECKED BY:

REVIEWED BY:

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - July 1, 2016

RQ640658

FB640112		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
SWD #403 Drainage Improvements at Douglas & Edwards			$283,141.00	$332,653.00	$238,018.80
(at Douglas, west of Meridian)	BID BOND				
468-85052	ADDENDA	3			
(133117)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Wildcat Construction
SWD #403 Drainage Improvements at Douglas & Edwards			$286,744.00	$316,895.50	$297,866.50
(at Douglas, west of Meridian)	BID BOND				
468-85052	ADDENDA	3			
(133117)					
		Engineer's Construction Estimate		Stannard Construction d/b/a WB Carter	
SWD #403 Drainage Improvements at Douglas & Edwards					
(at Douglas, west of Meridian)	BID BOND				
468-85052	ADDENDA	3			
(133117)					
		Engineer's Construction Estimate			
SWD #403 Drainage Improvements at Douglas & Edwards					
(at Douglas, west of Meridian)	BID BOND				
468-85052	ADDENDA	3			
(133117)					
REJECT BIDS					

CHECKED BY: KD

REVIEWED BY: XG

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - July 1, 2016

RQ640761

FB640130		Engineer's Construction Estimate	APAC - Kansas, Inc	Cornejo & Sons, LLC	Kansas Paving Company
Bluelake			$196,671.90	$262,156.00	$229,158.00
	BID BOND				
Blue Lake Addition	ADDENDA	2			
472-84076 (766363)					
		Engineer's Construction Estimate	Pearson Construction LLC		
Bluelake			$211,196.50		
	BID BOND				
Blue Lake Addition	ADDENDA	2			
472-84076 (766363)					
		Engineer's Construction Estimate			
Bluelake					
	BID BOND				
Blue Lake Addition	ADDENDA	2			
472-84076 (766363)					
		Engineer's Construction Estimate			
Bluelake					
	BID BOND				
Blue Lake Addition	ADDENDA	2			
472-84076 (766363)					

Award 8-2-16 subject to City Council approval of new Engineer's Estimate and Budget Authorization.

CHECKED BY: KO

REVIEWED BY: [illegible]

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - July 1, 2016

RQ640762

FB640131		Engineer's Construction Estimate	Dondlinger & Sons	Mies Construction	Pearson Construction LLC
Stormwater Sewer #704			$400,846.00	$427,221.00	$472,277.00
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					
		Engineer's Construction Estimate	Unruh Excavating LLC	Bob Bergkamp Construction Co. Inc	Utilities Plus
Stormwater Sewer #704			$489,924.00	$492,012.05	
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Stormwater Sewer #704					
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					
		Engineer's Construction Estimate			
Stormwater Sewer #704					
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					

Award 8-2-16 subject to the City Council approval of new Engineer's Estimate and Budget Authorization.

CHECKED BY: KP

REVIEWED BY: XN

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640123 **Replace Roof Cheney Pump Station** **Close Date/Time:** 6/24/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
AARON PARSONS PAINTING, LLC	Complete	$224,460.90	Defer to 7-11-16 Public Works & Utilities Dept./Fleet & Facilities Division
BUCKLEY ROOFING CO INC	Complete	$362,681.50	
ACC ROOFING INC	Complete	$565,023.30	

BIDS WITHIN ARCHITECTS ESTIMATE

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640132

19,500 GVW Crew Cab & Chass w/Mini Dump

Close Date/Time: 7/1/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Storm Water/Flood Control

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
DAVIS MOORE AUTOMOTIVE INC	Complete	$71,844.00	Award 07/12/2016 Base Bid w/Option 1 Public Works & Utilities Department/Storm Water Division
RUSTY ECK BODY SHOP	Complete	$76,184.00	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640132

19,500 GVW Crew Cab & Chass w/Mini Dump

Close Date/Time: 7/1/2016 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Aggregate Cost

Department: Public Works Storm Water/Flood Control

Responses: 2

Go to: 001

Line 001 | BASE BID: New Unused Current Production Model 19,500 GVW Two Wheel Drive Crew Cab & Chassis with Mini Dump Bed. Manufacturer:_____Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$69,344.0000	$69,344.00	Complete	Ram 5500 2017
RUSTY ECK BODY SHOP	1	Each	$72,787.0000	$72,787.00	Complete	Ford 550 Crewcab 2017

Line 002 | OPTION 1: Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$2,500.0000	$2,500.00	Complete	
RUSTY ECK BODY SHOP	1	Each	$3,397.0000	$3,397.00	Complete	

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WICHITA

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group

Solicitation: FB640133 **Submersible Pumps** **Close Date/Time:** 7/1/2016 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Water Production & Pumping Division **Responses:** 1

Vendors	Complete	Bid Total	City Comments
JCI INDUSTRIES INC	Complete	$113,264.00	Award 07/12/2016 Public Works & Utilities Department/Production & Pumping Division

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640133 **Submersible Pumps** **Close Date/Time:** 7/1/2016 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Water Production & Pumping Division **Responses:** 1

Go to: 001

Line 001 | One (1) New Flygt CP3356 - 100hp Submersible Intake Pump as per attached specifications. NO SUBSTITUTION. Spare Pump for Existing Pump and Configuration for Emergency Replacment. Please quote delivered prices on all equipment.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JCI INDUSTRIES INC	1	Lump Sum	$53,284.0000	$53,284.00	Complete	

Line 002 | One (1) New Flygt NP3315 - 90hp Submersible Residual Return Pump as per attached specifications. NO SUBSTITUTION. Spare Pump for Existing Pump and Configuration for Emergency Replacment. Please quote delivered prices on all equipment.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JCI INDUSTRIES INC	1	Lump Sum	$59,980.0000	$59,980.00	Complete	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640106 **Concrete Pathway at Orchrd Park** **Close Date/Time:** 7/8/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Parks

Return to the Bid List

Responses: 5

Vendors	Complete	Bid Total	City Comments
PPJ CONSTRUCTION INC	Complete	$70,000.00	Award 07/12/2016 Park & Recreation Department/Recreation Division
MULTICON INC.	Complete	$71,890.00	
BARKLEY CONSTRUCTION	Complete	$78,000.00	
CONSPEC INC DBA KANSAS PAVING	Complete	$98,000.00	
VOGTS-PARGA CONSTRUCTION LLC	Complete	$102,500.00	

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WICHITA POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640106 **Concrete Pathway at Orchrd Park** **Close Date/Time:** 7/8/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Parks

Go to: 001

Return to the Bid List

Responses: 5

Line 001 | Labor, material, and equipment for the construction of a concrete pathway at Orchard Park, 4808 W. 9th, Wichita, KS as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PPJ CONSTRUCTION INC	1	Lump Sum	$70,000.0000	$70,000.00	Complete	
MULTICON INC.	1	Lump Sum	$71,890.0000	$71,890.00	Complete	
BARKLEY CONSTRUCTION	1	Lump Sum	$78,000.0000	$78,000.00	Complete	
CONSPEC INC DBA KANSAS PAVING	1	Lump Sum	$98,000.0000	$98,000.00	Complete	
VOGTS-PARGA CONSTRUCTION LLC	1	Lump Sum	$102,500.0000	$102,500.00	Complete	

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WICHITA

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640135 **58,000 GVWR Dump Trucks** **Close Date/Time:** 7/8/2016 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Water Distribution **Responses:** 2

Vendors	Complete	Bid Total	City Comments
ROBERTS TRUCK CENTER LLC	Complete	$206,112.00	Award 07/12/2016 Base Bid w/Opts 1, 3, & 4 Public Works & Utilities Dept/Water Distribution Dept
OMAHA TRUCK CENTER	Partial	$214,359.00	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640135 **58,000 GVWR Dump Trucks** **Close Date/Time:** 7/8/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Distribution

Go to: 001

Return to the Bid List

Responses: 2

Line 001 | BASE BID: New Unused Current Production Model 58,000 GVWR Cab and Chassis with Current Model Twelve (12) Cubic Yard Slope Sided Dump Bed with Fourteen (14) Cubic Yard Ends to be Installed Complete (Supplement A). Cab & Chassis Manufacturer:_____ Model:_____Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	2	Each	$134,332.0000	$268,664.00	Complete	Freightliner 108SD 2017
ROBERTS TRUCK CENTER LLC	2	Each	$136,995.0000	$273,990.00	Complete	2017 International 7500 2017 Henderson dump body

Line 002 | OPTION 1: Trade-In Allowance. Lump Sum Deduct from Total Amount. 002430, Truck Dump, 2012, International, 7500, Serial No. 1HTWNAZT7CJ604449 001581, Truck Dump, 2008, International, 7400, Serial No. 1HTWGAAT68J643885

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Lump Sum	($69,000.0000)	($69,000.00)	Complete	
OMAHA TRUCK CENTER	1	Lump Sum	($55,000.0000)	($55,000.00)	Complete	

Line 003 | OPTION 2: Engine Programmed to Shut Off After Five Minutes of Idling. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$0.0000	$0.00	Complete	Included
ROBERTS TRUCK CENTER LLC	1	Each	$0.0000	$0.00	Complete	Included

Line 004 | OPTION 3; Air Operated Tailgate. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$0.0000	$0.00	Complete	Included
ROBERTS TRUCK CENTER LLC	1	Each	$0.0000	$0.00	Complete	Included

Line 005 | OPTION 4: Chalmers Rear Suspension System (NO LEAF SPRING TYPE SUSPENSION ALLOWED). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
	1	Each	$601.0000	$601.00	Complete	Chalmers suspension

ROBERTS TRUCK CENTER LLC

OMAHA TRUCK CENTER **No Bid.**

Line 006 | OPTION 5: Haul Max Rear Suspension System (NO LEAF SPRING TUPE SUSPENSION ALLOWED). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$521.0000	$521.00	Complete	HMX suspension
OMAHA TRUCK CENTER	1	Each	$695.0000	$695.00	Complete	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640123 **Replace Roof Cheney Pump Station** **Close Date/Time:** 6/24/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
AARON PARSONS PAINTING, LLC DBA AP ROOFING & SPECIALTY COATINGS	Complete	$224,460.90	Award 7-12-16 Base Bid with Options 1 & 2 Public Works & Utilities Dept/Fleet & Facilities Division
BUCKLEY ROOFING CO INC	Complete	$362,681.50	
ACC ROOFING INC	Complete	$565,023.30	

BIDS WITHIN ARCHITECTS ESTIMATE

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ARCHITECT'S ESTIMATE: $518,000.00

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB640123 **Replace Roof Cheney Pump Station** **Close Date/Time:** 6/24/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 3

Line 001 | Base Bid: Labor, Material, and Equipment for Cheney Pump Station Roof Replacement as per Specifications and Drawings.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AARON PARSONS PAINTING, LLC	1	Lump Sum	$224,416.9000	$224,416.90	Complete	
BUCKLEY ROOFING CO INC	1	Lump Sum	$362,588.0000	$362,588.00	Complete	
ACC ROOFING INC	1	Lump Sum	$565,000.0000	$565,000.00	Complete	

Line 002 | Option 1- Unit Price No. 1: Materials and labor to spot repair the concrete decking if necessary to receive the new roofing system. Cost per Square Feet.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ACC ROOFING INC	1	Square Feet	$9.5000	$9.50	Complete	
AARON PARSONS PAINTING, LLC	1	Square Feet	$25.0000	$25.00	Complete	
BUCKLEY ROOFING CO INC	1	Square Feet	$75.0000	$75.00	Complete	Minimum $500

Line 003 | Option 2- Unit Price No. 2: Material and labor to spot repair the metal decking if necessary to receive the new roofing system. Cost per Square Feet.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ACC ROOFING INC	1	Square Feet	$13.8000	$13.80	Complete	
BUCKLEY ROOFING CO INC	1	Square Feet	$18.5000	$18.50	Complete	Minimum $150
AARON PARSONS PAINTING, LLC	1	Square Feet	$19.0000	$19.00	Complete	

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THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 12, 2016

a. Stormwater Drain #319 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (468-84324/751545/485436) Does not affect existing traffic. (District II) - $99,750.00

b. Steeplechase Circle from the west line of Wooddale to a point approximately 950 feet west, serving Lots 12-28, Block 2 in Krug South Addition (south of 21st Street North, west of 143rd Street East) (472-85058/766360/490383) Does not affect existing traffic. (District II) - $167,310.00

c. Re-use Water Supply System to serve Spirit AeroSystems (east of Hydraulic, north of 63rd Street South) (468-85095/620784/665009) Traffic to be maintained during construction using flagpersons and barricades. (District III) - $2,000,770.00

468-84324 (751545) 485436 District II

To be Bid: May 20, 2016

PRELIMINARY ESTIMATE of the cost of:
Stormwater Drain #319 to serve Krug South Addition
(south of 21st Street North, west of 143rd Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS (751545) - Group 1		
1	Excavation	280	cy
2	Excavation (Cont. Furnish)	400	cy
3	Fill, Compacted (95% Density)	560	cy
4	Seeding	1	LS
5	Seeding, Temporary	1	LS
	MEASURED QUANTITY BID ITEMS (751545) - Group 1		
6	Pipe, SWS, RCBC (12'x3') (w/Hubguard & V	81	lf
7	Rock Ditch Check	2	ea
8	Gabion Matress	24	sy
9	BMP, Back of Curb Protection	1,615	lf
10	BMP, Construction Entrance	1	ea
11	BMP, Curb Inlet Protection	3	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $99,750.00

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

485436 (751545) 468-84324
Page _____

EXHIBIT ____

472-85058 (766360) 490383 District II

To be Bid: May 20, 2016

PRELIMINARY ESTIMATE of the cost of:
Steeplechase Circle from the west line of Wooddale to a point approximately 950 feet west, serving Lots 12-28, Block 2 in Krug South Addition
(south of 21st Street North, west of 143rd Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS (766360) - Group 2		
1	Excavation	260	cy
2	Excavation (Cont. Furnish)(On Site Stockpile)	1,000	cy
3	Excavation (Cont. Furnish)	1,260	cy
4	Fill, Compacted (95% Density)	2,100	cy
5	Inlet Rehab	1	LS
6	Site Clearing	1	LS
7	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS (766360) - Group 2		
8	AC Pavement 5" (3" Bit Base)	2,234	sy
9	Crushed Rock Base 5", Reinforced	2,320	sy
10	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	1,602	lf
11	Concrete C & G, Type 3 (8" median)	63	lf
12	Valve Box Adjusted	2	ea
13	Pipe, SWS 18"	62	lf
14	Inlet Hookup	1	ea
15	Inlet, Curb (Type 1A) (L=5',W=3')	1	ea
16	Sleeves, 6" PVC	60	lf
17	AC Pavement 2" Mill & Overlay	80	sy
18	Pavement Underdrain	15	lf
19	Curb & Gutter Removed & Replaced	25	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $167,310.00

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

490383 (766360) 472-85058

Page _____ EXHIBIT ____

To be Bid: June 17, 2016

PRELIMINARY ESTIMATE of the cost of:
Re-use Water Supply System to serve Spirit AeroSystems
(east of Hydraulic, north of 63rd St South)

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	Excavation (Contr Furn'd)	5,400	cy
2	Fill, Compacted (95% Density)	4,320	cy
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Seeding, Temporary	1	LS
6	Seeding	1	LS
7	Seeding (Levee)	1	LS
8	Sodding	1	LS
	MEASURED QUANTITY BID ITEMS		
9	Pipe, WL 12" (Purple Pipe)	13,810	lf
10	Pipe, WL 12" (Purple Pipe)(Restrained)	1,315	lf
11	Pipe, WL 12" (Directional Drill)(Purple Pipe)	2,965	lf
12	Casing Bored & Jacked (24" ID min.)	444	lf
13	Valve Assembly, 12"	2	ea
14	Valve Assembly, Air Release	10	ea
15	Gravel Access Road (Levee)	610	sy
16	Pipe, SWS 18"	127	lf
17	Rip-Rap, Light Stone	15	sy
18	Concrete Sidewalk Removed & Replaced	160	sf
19	SWS Pipe, Removed and Reset	3	ea
20	Pipeline Markers	4	ea
21	Fence Removed & Reset	350	lf
22	Gravel Drive Removed & Replaced	300	lf
23	BMP, Construction Entrance	1	ea
24	BMP, Erosion Control Mat (SC150)	1,915	sy
25	BMP, Erosion Control Mat (SC250)	2,357	sy
26	BMP, Silt Fence	6,318	lf
27	BMP, Back of Curb Protection	1,463	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept (Meter Set Estimate)
Contingency
BNSF Permit

Total Estimated Cost $2,000,770.00

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

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 12, 2016

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Blue Lake Addition, south of 31st Street South, west of West Street. (District #IV) (472-84076/766363/490386) – Total Estimated Cost $217,260.

To the City Council
Wichita, Kansas

Date of CC	07/12/2016
(OCA/PROJ)	766363/472-84076
(PPN)	490-386

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Blue Lake Addition, south of 31st Street South, west of West Street (District IV).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $217,260

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Blue Lake Addition, south of 31st Street South, west of West Street. (District #IV) (472-84076/766363/490386 – Total Estimated Cost $217,260.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 12, 2016

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Marinita Addition, south of Central, west of 127th Street East. (District II) (472-85240/766353/490375) – Total Estimated Cost $116,070.

To the City Council
Wichita, Kansas

Date of CC 07/12/2016
(OCA/PROJ) 766353/472-85240
(PPN) 490375

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Marinita Addition, south of Central, west of 127th Street East (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $116,070

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Marinita Addition, south of Central, west of 127th Street East. (District II) (472-85240/766353/490375) – Total Estimated Cost $116,070.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 12, 2016

PRELIMINARY ESTIMATE of the cost of paving improvements to serve USD 259 4th Addition, south of Pawnee, west of 127th Street East. (District II) (472-84942/766319/490340) – Total Estimated Cost $231,000.

To the City Council
Wichita, Kansas

Date of CC 07/12/2016
(OCA/PROJ) 766319/472-84942
(PPN) 490340

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve USD 259 4th Addition, south of Pawnee, west of 127th Street East (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $231,000

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve USD 259 4th Addition, south of Pawnee, west of 127th Street East. (District II) (472-84942/766319/490340) – Total Estimated Cost $231,000.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 12, 2016

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Vassar Addition, south of 63rd Street South, west of Clifton. (District III) (468-85091/751544/485435 – Total Estimated Cost $453,900.

To the City Council
Wichita, Kansas

Date of CC	07/12/2016
(OCA/PROJ)	751544/468-85091
(PPN)	485435

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Vassar Addition, south of 63rd Street South, west of Clifton (District III).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $453,900

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Vassar Addition, south of 63rd Street South, west of Clifton. (District III) (468-85091/751544/485435) – Total Estimated Cost $453,900.

Page _____ Exhibit _____

City of Wichita
City Council Meeting
June 12, 2016

TO: Mayor and City Council

SUBJECT: Petition for Paving Improvements to Serve Mathewson's Addition (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the improvement district. The petition is for paving improvements and is valid per Kansas Statute 12-6a01.

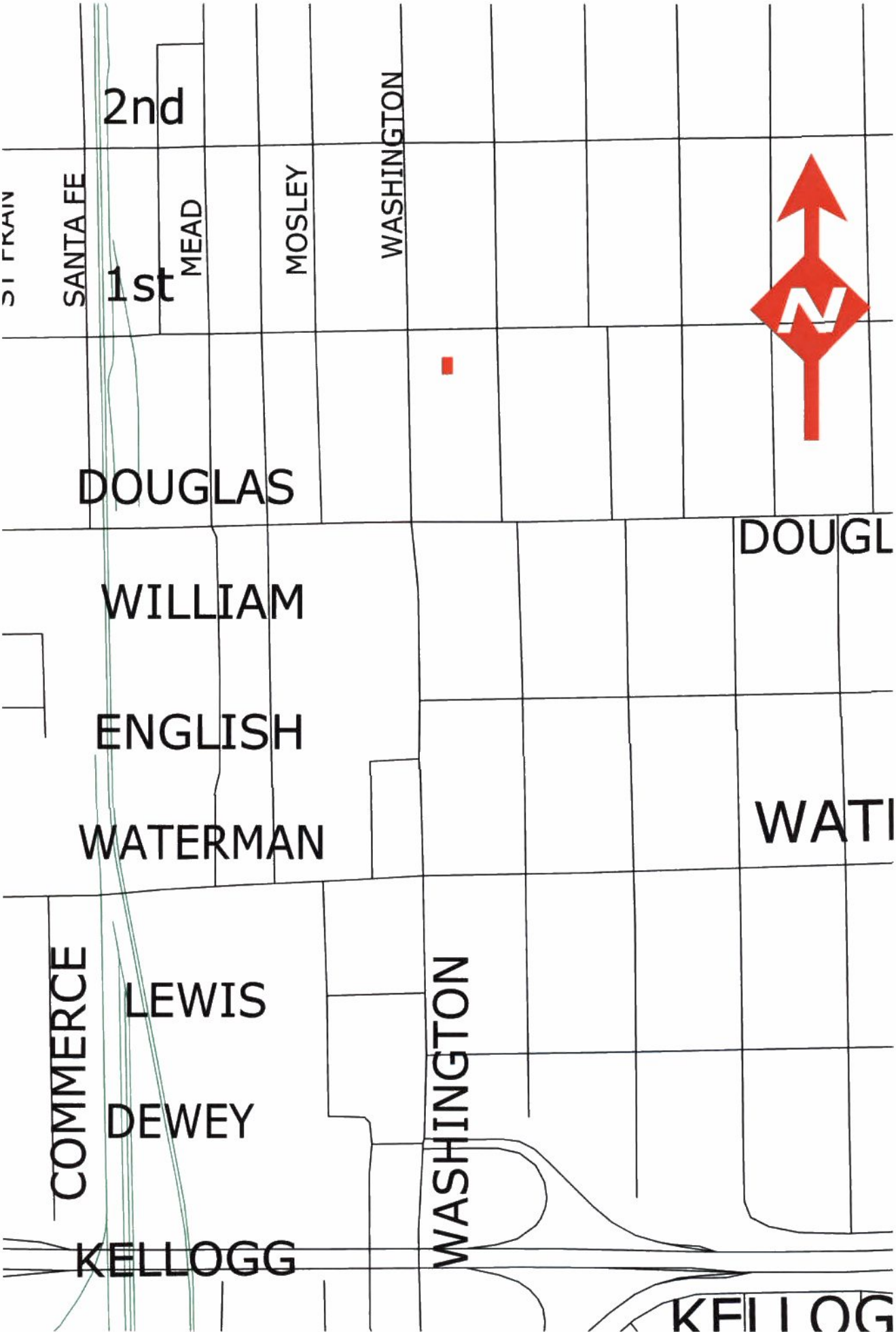
Analysis: The project will remove a curb and pave a portion of the landscaped area between a City-owned parking lot and the adjacent business, located at Washington and 1st Street, to provide cross lot access between the two parking areas. The City of Wichita will be obtaining an easement as part of this agreement.

Financial Considerations: The petition totals $20,000 for the paving improvements. The funding source for this project is special assessments.

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

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

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


2nd
1st
SANTA FE
MEAD
MOSLEY
WASHINGTON
N
DOUGLAS
DOUGL
WILLIAM
ENGLISH
WATERMAN
WATI
COMMERCE
LEWIS
DEWEY
WASHINGTON
KELLOGG
KELLOG

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 472-85293

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

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 490387 PROJECT TITLE: Paving Improvements Mathewson's Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Paving Improvements Mathewson's Addition

OCA # : 766364 OCA TITLE: Paving Improvements Mathewson's Addition

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$20,000.00	2999 Contractuals	$20,000.00
	$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:	$20,000.00	**EXPENSE TOTAL:**	$20,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/8/16

CITY MANAGER: DATE:

RECEIVED

DEC 16 '15

CITY CLERK OFFICE

472- 85293

PETITION
Pavement – MATHEWSON'S ADDITION

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 driveway pavement on and between the City of Wichita owned Parking lot located at the southeast corner of Washington and 1st Street and the subject property, including the relocation of a Westar Energy power line, curb and gutter, and driveway repair; 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: Twenty Thousand Dollars ($20,000.00), 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:

MATHEWSON'S ADDITION

LOT 4 & W 5.5 FT LOT 6 EXC S 65 FT & EXC N 35 FT FOR ST.

(d) The proposed method of assessment is: equally per lot (1 lot).

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 or per the terms of a respread agreement submitted to the City of Wichita.

(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**
145 Wabash Partners		MATHEWSON'S ADDITION LOT 4 & W 5.5 FT LOT 6 EXC S 65 FT & EXC N 35 FT FOR ST.
[illegible]	12/9/15	
Paul Gatz, Member		

****

THIS PETITION was filed in my office on 12-16-15.

[illegible]
~~Deputy~~ City Clerk

766364

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. 16-

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 – MATHEWSON'S ADDITION/NORTH OF DOUGLAS, WEST OF HYDRAULIC) (472-85293).

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 driveway pavement on and between the City of Wichita owned Parking lot located at the southeast corner of Washington and 1st Street and the subject property, including the relocation of a Westar Energy power line, curb and gutter, and driveway repair; drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty Thousand Dollars ($20,000)**, 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 hereof.

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

MATHEWSON'S ADDITION
LOT 4 & W 5.5 FT LOT 6 EXC S 65 FT & EXC N 35 FT FOR ST

(d) The method of assessment is: **equally per lot (1 lot).**

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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McLeod

for Jennifer Magaña, City Attorney and Director of Law

132019(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-169

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 – MATHEWSON'S ADDITION/NORTH OF DOUGLAS, WEST OF HYDRAULIC) (472-85293).

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 driveway pavement on and between the City of Wichita owned Parking lot located at the southeast corner of Washington and 1st Street and the subject property, including the relocation of a Westar Energy power line, curb and gutter, and driveway repair; drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty Thousand Dollars ($20,000)**, 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 hereof.

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

MATHEWSON'S ADDITION
LOT 4 & W 5.5 FT LOT 6 EXC S 65 FT & EXC N 35 FT FOR ST

(d) The method of assessment is: **equally per lot (1 lot).**

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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 12, 2016.

(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 5, 2016

TO: Mayor and City Council

SUBJECT: Petitions for Stormwater Drainage Improvements to Serve Tyler Pointe Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for the development of the next phase of the plat and are valid per Kansas Statute 12-6a01.

Analysis: The projects will provide storm water drainage improvements required for a new residential development located south of 13th Street North and east of Tyler.

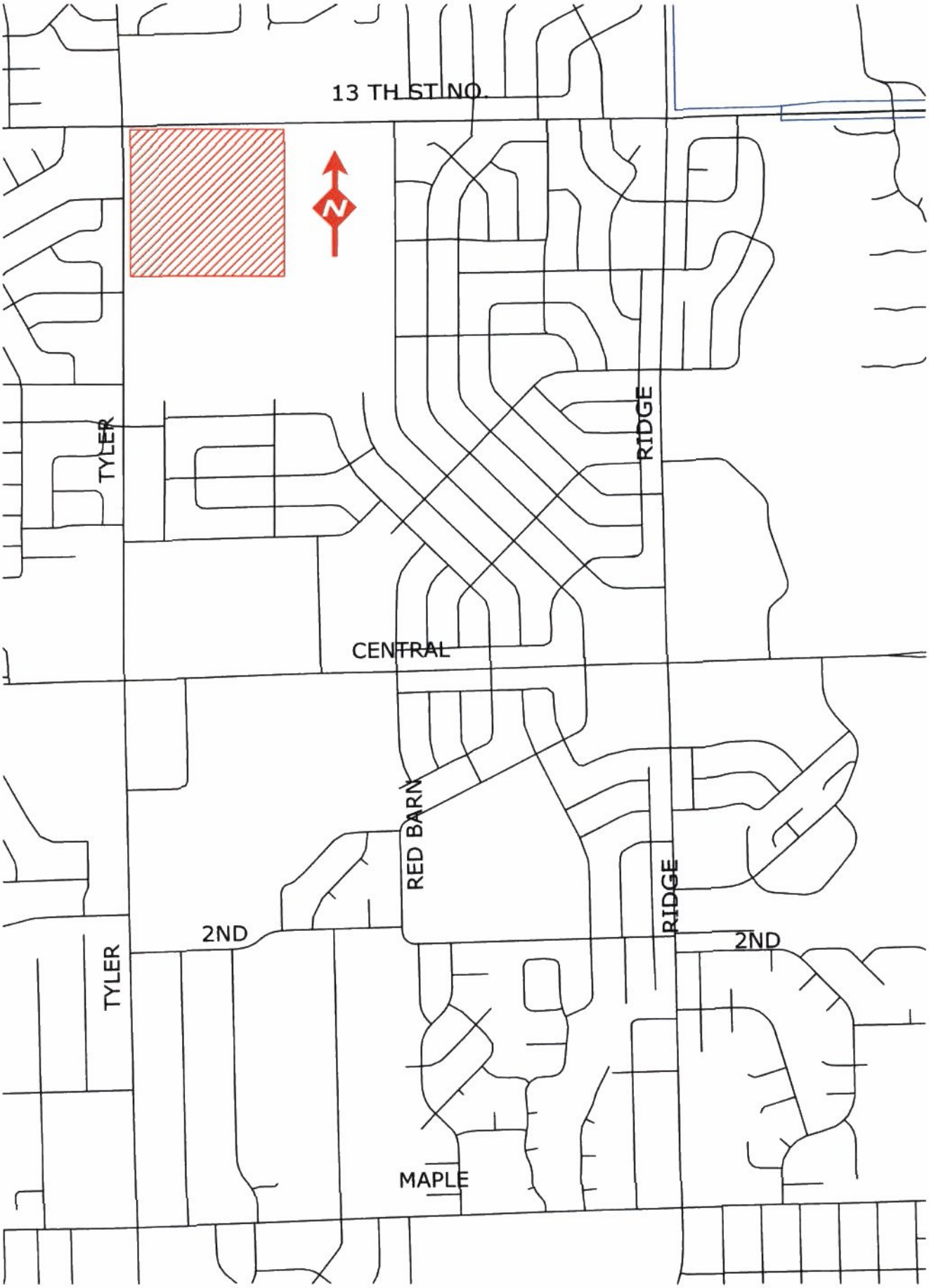
Financial Considerations: The stormwater petition for Phase 2 totals $348,600 and the stormwater petition for Phase 3 totals $341,200 for a total of $689,800. The funding source is special assessments.

Improvement	New Petition Total
Stormwater Phase 2	$348,600
Stormwater Phase 3	$341,200
Total Amount	**$689,800**

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

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

Attachments: Map, budget sheets, petitions, and resolutions.


13 TH ST NO.
N
TYLER
RIDGE
CENTRAL
RED BARN
RIDGE
2ND
2ND
TYLER
MAPLE

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 468-85119

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 6-28-2016 REQUEST DATE:

PROJECT # : PROJECT TITLE: Stormwater Drain No. 409 Tyler Pointe Addn Ph 2

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Stormwater Drain No. 409 Tyler Pointe Addn Ph 2

OCA # : OCA TITLE: Stormwater Drain No. 409 Tyler Pointe Addn Ph 2

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

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	$348,600.00	2999 Contractuals	$348,600.00
	$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:	$348,600.00	**EXPENSE TOTAL:**	$348,600.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Bussda DATE: 6/8/16

CITY MANAGER: DATE:

RECEIVED

MAY 1 1 '16

CITY CLERK OFFICE

SWD # 409
468-85119

PETITION
DRAINAGE AND STORM SEWER IMPROVEMENT
TYLER POINTE ADDITION PH 2, WICHITA, KS

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 drainage pond , including necessary utility adjustments, wetlands remediation, 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: $ 348,600, 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 1 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is on a fractional basis:

Lot 1, Block A; Tyler Pointe Addition shall pay 5808/10000 of the total cost payable by the improvement district. Lot 2, Block A; Tyler Pointe Addition shall pay 1561/10000 of the total cost payable by the improvement district. Lot 3, Block A; Tyler Pointe Addition shall pay 643/10000 of the total cost payable by the improvement district. Lot 4, Block A; Tyler Pointe Addition shall pay 1289/10000 of the total cost payable by the improvement district. Lot 5, Block A; Tyler Pointe Addition shall pay 539/10000 of the total cost payable by the improvement district. . Lot 6, Block A; Tyler Pointe Addition shall pay 160/10000 of the total cost payable by the improvement district.

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
[illegible]	5/10/2016	Lots 1-6, Block A

****

THIS PETITION was filed in my office on May 11, 2016

[illegible]

~~Deputy~~ City Clerk

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

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 (STORM WATER DRAIN NO. 409 – TYLER POINTE ADDITION PHASE 2/SOUTH OF 13TH, EAST OF TYLER) (468-85119).

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 a drainage pond, including necessary utility adjustments, wetlands, remediation, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Forty-Eight Thousand Six Hundred Dollars ($348,600)**, 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:

Lots 1 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

(d) The method of assessment is: **on a fractional basis:**

Lot 1, Block A; Tyler Pointe Addition shall pay 5808/10000 of the total cost payable by the improvement district. Lot 2, Block A; Tyler Pointe Addition shall pay 1561/10000 of the total cost payable by the improvement district. Lot 3 Block A; Tyler Pointe Addition shall pay 643/10000 of the total cost payable by the improvement district. Lot 4, Block A; Tyler Pointe Addition shall pay 1289/10000 of the total cost payable by the improvement district. Lot 5, Block A; Tyler Pointe Addition shall pay 539/10000 of the total cost payable by the improvement district. Lot 6, Block A; Tyler Pointe Addition shall pay 160/10000 of the total cost payable by the improvement district.

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 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McFord

for Jennifer Magaña, City Attorney and Director of Law

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 468-85120

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 6-28-2016 REQUEST DATE:

PROJECT # : PROJECT TITLE: Stormwater Drain No. 410 Tyler Pointe Addn Ph 3

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Stormwater Drain No. 410 Tyler Pointe Addn Ph 3

OCA # : OCA TITLE: Stormwater Drain No. 410 Tyler Pointe Addn Ph 3

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

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	$314,200.00	2999 Contractuals	$341,200.00
	$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:	$314,200.00	**EXPENSE TOTAL:**	$341,200.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jarvis DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/8/16

CITY MANAGER: DATE:

RECEIVED

MAY 1 1 '16

CITY CLERK OFFICE

SWD # 410
468 - 85120

PETITION
DRAINAGE AND STORM SEWER IMPROVEMENT
TYLER POINTE ADDITION PH 3, WICHITA, KS

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"):

That there be constructed a Storm Water Sewer System 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: $ 341,200, 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 1 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is on a fractional basis:

Lot 1, Block A; Tyler Pointe Addition shall pay 5808/10000 of the total cost payable by the improvement district. Lot 2, Block A; Tyler Pointe Addition shall pay 1561/10000 of the total cost payable by the improvement district. Lot 3, Block A; Tyler Pointe Addition shall pay 643/10000 of the total cost payable by the improvement district. Lot 4, Block A; Tyler Pointe Addition shall pay 1289/10000 of the total cost payable by the improvement district. Lot 5, Block A; Tyler Pointe Addition shall pay 539/10000 of the total cost payable by the improvement district. . Lot 6, Block A; Tyler Pointe Addition shall pay 160/10000 of the total cost payable by the improvement district.

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
	5/10/2016	Lots 1-6, Block A

****

THIS PETITION was filed in my office on May 11, 2016

SEDGWICK COUNTY, KANSAS

~~Deputy~~ City Clerk

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

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 (STORM WATER DRAIN NO. 410 – TYLER POINTE ADDITION PHASE 3/SOUTH OF 13TH, EAST OF TYLER) (468-85120).

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:

That there be constructed a Storm Water Sewer System to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Forty-One Thousand Two Hundred Dollars ($341,200)**, 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:

Lots 1 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

(d) The method of assessment is: **on a fractional basis:**

Lot 1, Block A; Tyler Pointe Addition shall pay 5808/10000 of the total cost payable by the improvement district. Lot 2, Block A; Tyler Pointe Addition shall pay 1561/10000 of the total cost payable by the improvement district. Lot 3 Block A; Tyler Pointe Addition shall pay 643/10000 of the total cost payable by the improvement district. Lot 4, Block A; Tyler Pointe Addition shall pay 1289/10000 of the total cost payable by the improvement district. Lot 5, Block A; Tyler Pointe Addition shall pay 539/10000 of the total cost payable by the improvement district. Lot 6, Block A; Tyler Pointe Addition shall pay 160/10000 of the total cost payable by the improvement district.

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 . 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McFord

for Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-170

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 (STORM WATER DRAIN NO. 409 – TYLER POINTE ADDITION PHASE 2/SOUTH OF 13TH, EAST OF TYLER) (468-85119).

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 a drainage pond, including necessary utility adjustments, wetlands remediation, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Forty-Eight Thousand Six Hundred Dollars ($348,600)**, 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 hereof.

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

Lots 1 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

(d) The method of assessment is: **on a fractional basis:**

Lot 1, Block A; Tyler Pointe Addition shall pay 5808/10000 of the total cost payable by the improvement district. Lot 2, Block A; Tyler Pointe Addition shall pay 1561/10000 of the total cost payable by the improvement district. Lot 3 Block A; Tyler Pointe Addition shall pay 643/10000 of the total cost payable by the improvement district. Lot 4, Block A; Tyler Pointe Addition shall pay 1289/10000 of the total cost payable by the improvement district. Lot 5, Block A; Tyler Pointe Addition shall pay 539/10000 of the total cost payable by the improvement district. Lot 6, Block A; Tyler Pointe Addition shall pay 160/10000 of the total cost payable by the improvement district.

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 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-

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 (STORM WATER DRAIN NO. 410 – TYLER POINTE ADDITION PHASE 3/SOUTH OF 13TH, EAST OF TYLER) (468-85120).

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:

That there be constructed a Storm Water Sewer System to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Forty-One Thousand Two Hundred Dollars ($341,200)**, 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 hereof.

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

Lots 1 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

(d) The method of assessment is: **on a fractional basis:**

Lot 1, Block A; Tyler Pointe Addition shall pay 5808/10000 of the total cost payable by the improvement district. Lot 2, Block A; Tyler Pointe Addition shall pay 1561/10000 of the total cost payable by the improvement district. Lot 3 Block A; Tyler Pointe Addition shall pay 643/10000 of the total cost payable by the improvement district. Lot 4, Block A; Tyler Pointe Addition shall pay 1289/10000 of the total cost payable by the improvement district. Lot 5, Block A; Tyler Pointe Addition shall pay 539/10000 of the total cost payable by the improvement district. Lot 6, Block A; Tyler Pointe Addition shall pay 160/10000 of the total cost payable by the improvement district.

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 12, 2016.

(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 12, 2016

TO: Mayor and City Council

SUBJECT: Revised Petitions for Improvements to Serve Cheryl's Hollow 2nd Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised petitions and adopt the amending resolutions.

Background: On September 19, 2006, the City Council approved petitions for sanitary sewer improvements, a water distribution system, and paving improvements to serve Cheryl's Hollow 2nd Addition. To reflect the current economic climate, the developer has submitted revised petitions that split the improvements into smaller phases. The revised petitions reflect Phase 2 of the improvements. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

Analysis: The projects will provide sanitary sewer improvements, a water distribution system, and paving improvements required for a new residential development located north of 13th Street North and west of 135th Street West.

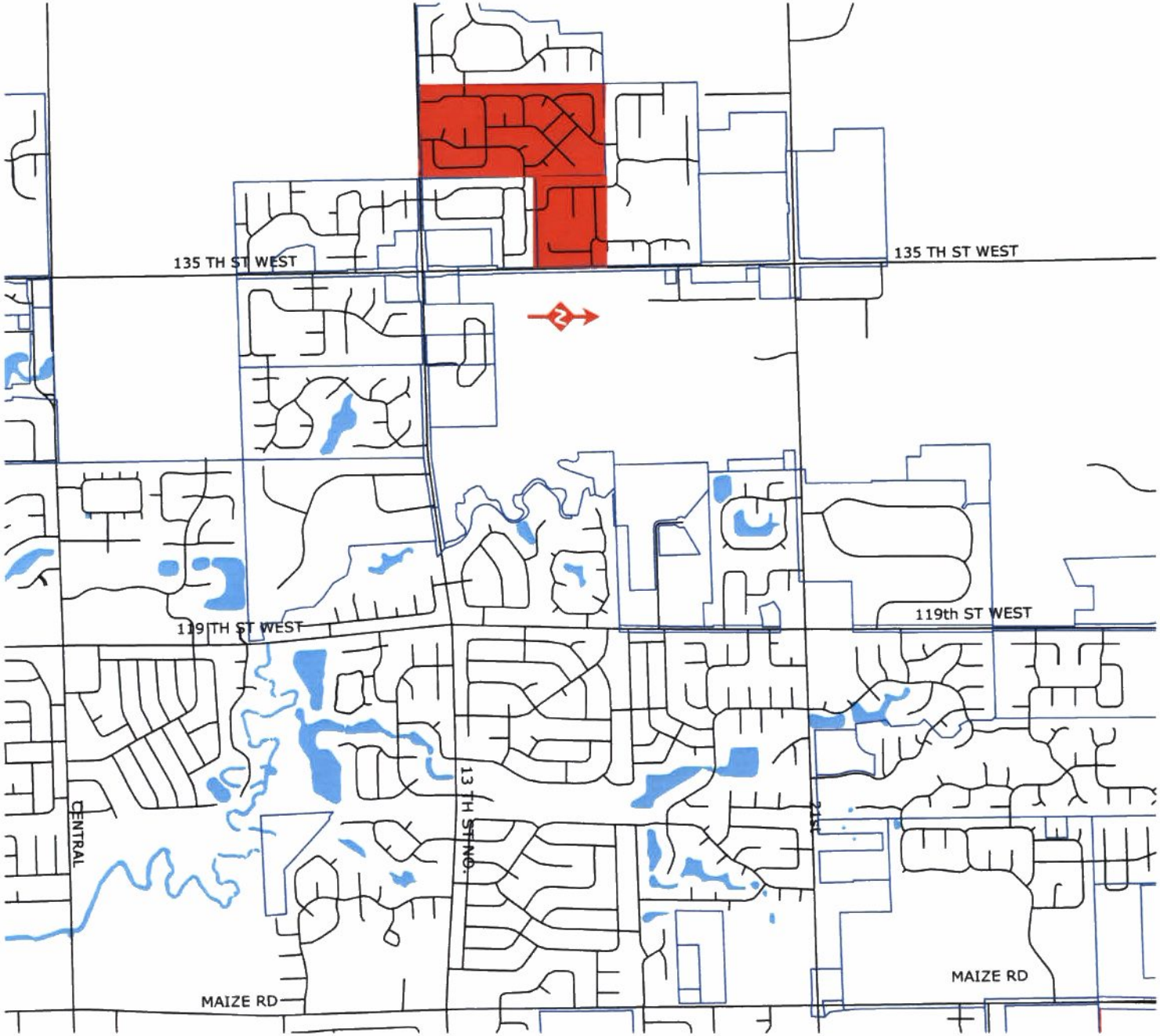
Financial Considerations: The existing sanitary sewer petition total is $560,000; the existing water distribution petition total is $315,000; and the existing paving petition total is $1,600,000. The revised sanitary sewer Phase 2 petition totals $66,000; the revised water distribution Phase 2 petition totals $41,000; and the revised paving Phase 2 petition totals $284,000. The funding source is 100% special assessments.

Improvement	Existing Petition Total	Revised Petition Phase 2 Total
Sanitary Sewer	$560,000	$66,000
Water Distribution System	$315,000	$41,000
Paving	$1,600,000	$284,000
Total Amount	**$2,475,000**	**$391,000**

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

Recommendation/Actions: It is recommended that the City Council approve the revised petitions, adopt the amending resolutions, and authorize the necessary signatures.

Attachments: Map, revised petitions, amending resolutions, and budget sheets.


135 TH ST WEST
135 TH ST WEST
119 TH ST WEST
119th ST WEST
CENTRAL
13 TH ST NO.
MAIZE RD
MAIZE RD

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 472-84412

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

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 6-28-2016 REQUEST DATE:

PROJECT # : PROJECT TITLE: Paving Improvements Cheryl's Hollow 2nd Addition 472-84412

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Paving Improvements Cheryl's Hollow 2nd Addition 472-84412

OCA # : OCA TITLE: Paving Improvements Cheryl's Hollow 2nd Addition 472-84412

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$1,600,000.00	($1,316,000.00)	$284,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$1,600,000.00	($1,316,000.00)	$284,000.00

Expense Object Level 3			
2999 Contractuals	$1,600,000.00	($1,316,000.00)	$284,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$1,600,000.00	($1,316,000.00)	$284,000.00

NOTES:

HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/8/16

CITY MANAGER: DATE:

PETITION
Pavement – Cheryl's Hollow 2nd Addition - Phase 2 Paving

Revises 472-84412

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

1. The undersigned, being a majority of the resident owners of record of the property 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 **STOUT** from the north line of Hunters View to Stout Circle; **AUTUMN RIDGE** from Stout Circle to the east line of the Addition; **STOUT CIRCLE** from the west line of Stout to and including the 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: Two Hundred Eighty Four Thousand Dollars ($284,000), 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 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:

Cheryl's Hollow 2nd Addition – Phase 2 Paving
Lots 18 - 28, Block 8
Lots 1 – 8, Block 9

(d) The proposed method of assessment is: equally per lot (19 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 or per the terms of a respread agreement submitted to the City of Wichita.

(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**
[illegible]	5-6-16	Lots 18-28, Block 8, Cheryl's Hollow 2nd Lots 1-8, Block 9, Cheryl's Hollow 2nd

****

THIS PETITION was filed in my office on May 6, 2016.

[illegible] Edwards
Deputy City Clerk

132019

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

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 – CHERYL'S HOLLOW 2ND ADDITION PHASE 2/NORTH OF 13TH STREET NORTH, WEST OF 135TH STREET WEST) (472-84412).

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. 06-471** of the City (the "Prior Resolution") authorized 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 **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.

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

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 STOUT from the north line of Hunters View to Stout Circle; AUTUMN RIDGE from Stout Circle to the east line of the Addition; STOUT CIRCLE from the west line of Stout to and including the Cul-De-Sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Eighty-Four Thousand Dollars ($284,000)**, 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 hereof.

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

Cheryl's Hollow 2nd Addition-Phase 2 Paving
Lots 18-28, Block 8
Lots 1-8, Block 9

(d) The method of assessment is: **equally per lot (19 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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 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 . 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magaña, City Attorney
and Director of Law

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 448-90198

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 6-28-2016 REQUEST DATE:

PROJECT # : PROJECT TITLE: Water Distribution System Cheryl's Hollow 2nd Addition 448-90198

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Water Distribution System Cheryl's Hollow 2nd Addn 448-90198

OCA # : OCA TITLE: Water Distribution System Cheryl's Hollow 2nd Addition 448-90198

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$315,000.00	($274,000.00)	$41,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$315,000.00	($274,000.00)	$41,000.00

Expense Object Level 3			
2999 Contractuals	$315,000.00	($274,000.00)	$41,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$315,000.00	($274,000.00)	$41,000.00

NOTES:

HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/8/16

CITY MANAGER: DATE:

RECEIVED
1 / 06 '18
CITY CLERK OFFICE

Revises 448-90198

PETITION
Cheryl's Hollow 2nd Addition – Phase 2 Water

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

1. The undersigned, being a majority of the resident owners of record of the property 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, 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: Forty One Thousand Dollars ($41,000), 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 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:

Cheryl's Hollow 2nd Addition
Lots 18 - 28, Block 8
Lots 1 – 8, Block 9

(d) The proposed method of assessment is: equally per lot (19 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 or per the terms of a respread agreement submitted to the City of Wichita.

(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**
	5-6-16	Lots 18-28, Block 8, Cheryl's Hollow 2nd Lots 1-8, Block 9, Cheryl's Hollow 2nd

****

THIS PETITION was filed in my office on May 16 2016.

Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

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 – CHERYL'S HOLLOW 2ND ADDITION PHASE 2/NORTH OF 13TH STREET NORTH, WEST OF 135TH STREET WEST) (448-90198).

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. 06-469** of the City (the "Prior Resolution") authorized 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 **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.

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

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, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Forty-One Thousand Dollars ($41,000)**, 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 hereof.

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

Cheryl's Hollow 2nd Addition
Lots 18-28, Block 8
Lots 1-8, Block 9

(d) The method of assessment is: **equally per lot (19 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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 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 , 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magaña, City Attorney
and Director of Law

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 468-84189

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 6-28-2016 REQUEST DATE:

PROJECT # : PROJECT TITLE: Lateral 9, Main 4, NWI Cheryl's Hollow 2nd Addition 468-84189

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Lateral 9, Main 4, NWI Cheryl's Hollow 2nd Addition 468-84189

OCA # : OCA TITLE: Lateral 9, Main 4, NWI Cheryl's Hollow 2nd Addition 468-84189

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$560,000.00	($494,000.00)	$66,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$560,000.00	($494,000.00)	$66,000.00

Expense Object Level 3			
2999 Contractuals	$560,000.00	($494,000.00)	$66,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$560,000.00	($494,000.00)	$66,000.00

NOTES:

HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/8/16

CITY MANAGER: DATE:

RECEIVED

NOV 06 '16

CITY CLERK OFFICE

Revises 468-84189
Lot. 9, Main 4, NW1

PETITION
Cheryl's Hollow 2nd Addition – Phase 2 Sanitary Sewer

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

1. The undersigned, being a majority of the resident owners of record of the property 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: Sixty Six Thousand Dollars ($66,000), 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 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:

Cheryl's Hollow 2nd Addition
Lots 1 – 8 & Lots 26 - 28, Block 8
Lots 1 – 8, Block 9

(d) The proposed method of assessment is: equally per lot (20 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 or per the terms of a respread agreement submitted to the City of Wichita.

(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**
	5-6-16	Lots 1-8 & 26-28, Block 8, Cheryl's Hollow 2nd Addition Lots 1-8, Block 9, Cheryl's Hollow 2nd Add.

****

THIS PETITION was filed in my office on May 6, 2016.

Deputy City Clerk

132019

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

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 9, MAIN 4, NORTHWEST INTERCEPTOR SEWER – CHERYL'S HOLLOW 2ND ADDITION PHASE 2/NORTH OF 13TH STREET NORTH, WEST OF 135TH STREET WEST) (468-84189).

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. 06-470** of the City (the "Prior Resolution") authorized 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 **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.

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

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, 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 **Sixty-Six Thousand Dollars ($66,000)**, 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 hereof.

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

Cheryl's Hollow 2nd Addition
Lots 1-8 & Lots 26-28, Block 8
Lots 1-8, Block 9

(d) The method of assessment is: **equally per lot (20 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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 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 2016

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. Magana

for Jennifer Magaña, City Attorney
and Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-

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 9, MAIN 4, NORTHWEST INTERCEPTOR SEWER – CHERYL'S HOLLOW 2ND ADDITION PHASE 2/NORTH OF 13TH STREET NORTH, WEST OF 135TH STREET WEST) (468-84189).

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. 06-470** of the City (the "Prior Resolution") authorized 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 **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.

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

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, 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 **Sixty-Six Thousand Dollars ($66,000)**, 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 hereof.

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

Cheryl's Hollow 2nd Addition
Lots 1-8 & Lots 26-28, Block 8
Lots 1-8, Block 9

(d) The method of assessment is: **equally per lot (20 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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 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 12, 2016

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney
and Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-

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 – CHERYL'S HOLLOW 2ND ADDITION PHASE 2/NORTH OF 13TH STREET NORTH, WEST OF 135TH STREET WEST) (472-84412).

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. 06-471** of the City (the "Prior Resolution") authorized 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 **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.

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

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 STOUT from the north line of Hunters View to Stout Circle; AUTUMN RIDGE from Stout Circle to the east line of the Addition; STOUT CIRCLE from the west line of Stout to and including the Cul-De-Sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Eighty-Four Thousand Dollars ($284,000)**, 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 hereof.

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

Cheryl's Hollow 2nd Addition-Phase 2 Paving
Lots 18-28, Block 8
Lots 1-8, Block 9

(d) The method of assessment is: **equally per lot (19 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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 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 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney
and Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-174

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 – CHERYL'S HOLLOW 2ND ADDITION PHASE 2/NORTH OF 13TH STREET NORTH, WEST OF 135TH STREET WEST) (448-90198).

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. 06-469** of the City (the "Prior Resolution") authorized 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 **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.

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

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, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Forty-One Thousand Dollars ($41,000)**, 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 hereof.

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

Cheryl's Hollow 2nd Addition
Lots 18-28, Block 8
Lots 1-8, Block 9

(d) The method of assessment is: **equally per lot (19 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 or per the terms of a respreads agreement submitted to the City of Wichita.

(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 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 12, 2016.

(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 12, 2016

TO: Mayor and City Council

SUBJECT: New and Revised Petitions for Improvements to Serve Blue Lake Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the new and revised petitions and adopt the new and amending resolutions.

Background: On September 14, 2004, the City Council approved a petition for sanitary sewer, water distribution, and paving improvements to serve Blue Lake Addition. To reflect the current economic climate, the developer has submitted new petitions that split the improvements into two separate phases. The revised petitions reflect Phase 3A of the improvements and the new petitions reflect Phase 3B of the improvements. The development of this subdivision has been inactive since the first phases were constructed in 2005-2006. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

Analysis: The projects will provide sanitary sewer, water distribution, and paving improvements required for a new residential development located north of MacArthur, west of West Street.

Financial Considerations: The existing sanitary sewer petition total is $304,000, and the existing paving petition total is $388,000. The revised sanitary sewer Phase 3A petition totals $90,000, and the revised paving Phase 3A petition totals $213,000. The new sanitary sewer Phase 3B petition totals $214,000, and the new paving Phase 3B petition totals $583,000. The funding source is 100% special assessments.

The existing water distribution petition totals $114,000 and the revised water distribution Phase 3A petition totals $64,000 with $54,880 paid by special assessment and $9,120 funded by future revenue bond sales or Water Utility cash reserves. The new water distribution Phase 3B petition totals $178,000, with $144,162 from special assessment and $33,838 funded by future revenue bond sales or Water Utility cash reserves. The City's Utility portion is funded by the Mains for Future Development project, which was approved by the City Council on March 15, 2016. Due to the isolated nature of Blue Lake Addition, the City is requiring a 12" waterline to be constructed instead of the typical 8" line for future fire protection. The City is responsible for the cost of the upsizing.

Improvement	Existing Petition Total	Revised Petition Phase 3A Total	New Petition Phase 3B Total
Sanitary Sewer	$304,000	$90,000	$214,000
Water Distribution System	$114,000	$64,000	$178,000
Paving	$388,000	$213,000	$583,000
Total Amount	**$806,000**	**$367,000**	**$975,000**

Legal Considerations: The Law Department has reviewed and approved the new and revised petitions and the 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, new and revised petitions, new and amending resolutions, Notice of Intent and budget sheets.

McLEAN BLVD
GOLD
SENECA
MERIDIAN
PAWNEE
31st ST SO
MacARTHUR
47th ST SO
WEST
HOOVER
RIDGE
SOUTHWEST BLVD (K-42)
LOCATION
2

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 472-84076

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

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 490386 PROJECT TITLE: Paving Improvements Phase 3A Blue Lake Addition 472-84076

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Paving Improvements Phase 3A Blue Lake Addition 472-84076

OCA # : 766363 OCA TITLE: Paving Improvements Phase 3A Blue Lake Addition 472-84076

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$388,000.00	($175,000.00)	$213,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$388,000.00	($175,000.00)	$213,000.00

Expense Object Level 3			
2999 Contractuals	$388,000.00	($175,000.00)	$213,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$388,000.00	($175,000.00)	$213,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/2/16

CITY MANAGER: DATE:

RECEIVED

JAN 1 2 '16

CITY CLERK OFFICE

Revises 472-84076

PETITION
(Phase 3A - PAVING IMPROVEMENTS – BLUE LAKE ADDITION)

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 Bluelake from the south line of Lot 10, Block D, north to the south line of Lot 15, Block D, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake.

Construction of pavement on Bluelake Ct. (Lots 70 through 83, Block A) from the west line of Bluelake, west to and including cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

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: $213,000.00, 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:

BLUE LAKE ADDITION
Lots 70 through 83, Block A
Lots 10 through 14, Block D

(d) The proposed method of assessment is: equally per lot (19 lots).

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**
New Era IV, LLC By: _____ Christopher N. Stevens, Managing Member	4/11/16	Lots 70 through 83, Block A Lots 10 through 14, Block D, BLUE LAKE ADDITION

****

THIS PETITION was filed in my office on April 12, 2016.

Jim Edwards CMC
Deputy City Clerk

766363

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. 16-

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 PHASE 3A – BLUE LAKE ADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (472-84076).

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. 04-482** of the City (the "Prior Resolution") authorized 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 Bluelake from the south line of Lot 10, Block D, north to the south line of Lot 15, Block D, with drainage to be installed where necessary (the "Improvements").

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake

Construction of pavement on Bluelake Court (Lots 70 through 83, Block A) from the west line of Blulake, west to and including cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the Improvements is **Two Hundred Thirteen Thousand Dollars ($213,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 70 through 83, Block A
Lots 10 through 14, Block D

(d) The proposed method of assessment is: **equally per lot (19 lots).**

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 . 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magaña, City Attorney
and Director of Law

Project Request

○ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 448-89990

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 470225 PROJECT TITLE: Water Distribution System Phase 3A Blue Lake Addition 448-89990

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Water Distribution System Phase 3A Blue Lake Addition 448-899

OCA # : 735552 OCA TITLE: Water Distribution System Phase 3A Blue Lake Addition 448-89990

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$114,000.00	($59,120.00)	$54,880.00
9725 Revenue Bonds	$0.00	$9,120.00	$9,120.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$114,000.00	($50,000.00)	$64,000.00

Expense Object Level 3			
2999 Contractuals	$114,000.00	($59,120.00)	$54,880.00
2999 Contractuals	$0.00	$9,120.00	$9,120.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$114,000.00	($50,000.00)	$64,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/2/16

CITY MANAGER: DATE:

RECEIVED

CITY CLERK OFFICE

Revises 448-89990

PETITION
(Phase 3A - WATER IMPROVEMENTS – BLUE LAKE ADDITION)

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, 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 $64,000.00, 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:

BLUE LAKE ADDITION
Lots 70 through 83, Block A
Lots 10 through 14, Block D

(d) The proposed method of assessment is: equally per lot (19 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: 85.75% to be assessed against the Improvement District and 14.25% 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**
New Era IV, LLC By: _____ Christopher N. Stevens, Managing Member	4/4/16	Lots 70 through 83, Block A Lots 10 through 14, Block D, BLUE LAKE ADDITION

****

THIS PETITION was filed in my office on April 12, 2016.

Deputy City Clerk

735552

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. 16-

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 – BLUE LAKE ADDITION PHASE 3A/NORTH OF MACARTHUR, WEST OF WEST STREET) (448-89990).

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. 04-472** of *the City (the "Prior Resolution")* authorized 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 a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Sixty-Four Thousand Dollars ($64,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 70 through 83, Block A
Lots 10 through 14, Block D

(d) The proposed method of assessment is: **equally per lot (19 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: **85.75%** to be assessed against the Improvement District and **14.25%** 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 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

RESOLUTION NO. 16-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-89990)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $11,309. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $12,214 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. 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 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magaña, Director of Law
and City Attorney

132019

(Published in ***The Wichita Eagle***, on _____, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-_____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-89990)

(the "Project") at an estimated cost, including related design and engineering expenses of $11,309.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $12,214 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 468-83864

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 480107 PROJECT TITLE: Lateral 3, Main 22, Ph 3A, SWI, Blue Lake Addition 468-83864

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lateral 3, Main 22, Ph 3A, SWI, Blue Lake Addition 468-83864

OCA # : 744415 OCA TITLE: Lateral 3, Main 22, Ph 3A, SWI, Blue Lake Addition 468-83864

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$304,000.00	($214,000.00)	$90,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$304,000.00	($214,000.00)	$90,000.00

Expense Object Level 3			
2999 Contractuals	$304,000.00	($214,000.00)	$90,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$304,000.00	($214,000.00)	$90,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jany DATE: 05/19/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/2/16

CITY MANAGER: DATE:

RECEIVED

APR 1 2 '16

CITY CLERK OFFICE

PETITION
(Phase 3A - SANITARY SEWER IMPROVEMENTS – BLUE LAKE ADDITION)

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

Revises 468-83864
Lat. 3, Maun 22, SWI

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 $90,000.00, 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:

BLUE LAKE ADDITION
Lots 64 through 76, Block A
Lots 10 through 13, Block D

(d) The proposed method of assessment is: equally per lot (17 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.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
New Era IV, LLC By: _____ Christopher N. Stevens, Managing Member	4/11/16	Lots 64 through 76, Block A Lots 10 through 13, Block D, BLUE LAKE ADDITION

****

THIS PETITION was filed in my office on April 12, 2016.

Deputy City Clerk

744415

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. 16-

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 3, MAIN 22, SOUTHWEST INTERCEPTOR PHASE 3A – BLUE LAKE ADDITION /NORTH OF MACARTHUR, WEST OF WEST STREET) (468-83864).

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. 04-478** of the City (the "Prior Resolution") authorized 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 a lateral sanitary 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 **Ninety Thousand Dollars ($90,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 64 through 76, Block A
Lots 10 through 13, Block D

(d) The proposed method of assessment is: **equally per lot (17 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 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, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McFord

for Jennifer Magaña, City Attorney
and Director of Law

Project Request

○ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 468-85115

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : PROJECT TITLE: Lateral 5, Main 22, SWI, Ph 3B Blue Lake Addition 468-85115

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Lateral 5, Main 22, SWI, Ph 3B Blue Lake Addition 468-85115

OCA # : OCA TITLE: Lateral 5, Main 22, SWI, Ph 3B Blue Lake Addition 468-85115

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

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	$214,000.00	2999 Contractuals	$214,000.00
	$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:	$214,000.00	**EXPENSE TOTAL:**	$214,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 05/19/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Busada DATE: 6/2/16

CITY MANAGER: DATE:

RECEIVED
MAR 1 2 '16
CITY CLERK OFFICE

468-85115
Lateral 05, Main 22, SW Interceptor

PETITION
(Phase 3B - SANITARY SEWER IMPROVEMENTS – BLUE LAKE ADDITION)

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 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 $214,000.00, 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:

BLUE LAKE ADDITION
Lots 41 through 63, Block A
Lots 1 through 9, Block D
Lots 97 through 100, Block D

(d) The proposed method of assessment is: equally per lot (36 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.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
New Era IV, LLC By: _____ Christopher N. Stevens, Managing Member	4/11/15	Lots 41 through 63, Block A Lots 1 through 9, Block D Lots 97 through 100, Block D, BLUE LAKE ADDITION

****

THIS PETITION was filed in my office on April 12, 2014.

Janis Edwards CMC

Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. 16-

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 5, MAIN 22, SOUTHWEST INTERCEPTOR PHASE 3B – BLUE LAKEADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (468-85115).

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 a lateral sanitary 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 **Two Hundred Fourteen Thousand Dollars ($214,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 41 through 63, Block A
Lots 1 through 9, Block D
Lots 97 through 100, Block D

(d) The method of assessment is: **equally per lot (36 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 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magaña, City Attorney and Director of Law

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 472-85292

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

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : PROJECT TITLE: Paving Improvements Phase 3B Blue Lake Addition 472-85292

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Paving Improvements Phase 3B Blue Lake Addition 472-85292

OCA # : OCA TITLE: Paving Improvements Phase 3B Blue Lake Addition 472-85292

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

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	$583,000.00	2999 Contractuals	$583,000.00
	$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:	$583,000.00	**EXPENSE TOTAL:**	$583,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jarvis DATE: 05/19/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Barada DATE: 6/2/16

CITY MANAGER: DATE:

RECEIVED 8

APR 1 2 '16

CITY CLERK OFFICE

472-85292

PETITION
(Phase 3B - PAVING IMPROVEMENTS – BLUE LAKE ADDITION)

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 Bluelake from the south line of Lot 39, Block A, north to the south line of Lot 10, Block D, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake.

Construction of pavement on Bluelake Ct. (Lots 94 through 100, Block A) from the east line of Bluelake east to and including cul-de-sac, on Bluelake Ct. (Lots 45 through 54, Block A) from the northwesterly line of Bluelake northerly to and including the cul-de-sac, on Bluelake Ct. (Lots 59 through 69, Block A) from the west line of Bluelake west to and including the cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

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: $583,000.00, 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:

BLUE LAKE ADDITION
Lots 39 through 69, Block A
Lots 1 through 9, Block D
Lots 94 through 100, Block D

(d) The proposed method of assessment is: equally per lot (47 lots).

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**
New Era IV, LLC By: _____ Christopher N. Stevens, Managing Member	4/4/16	Lots 39 through 69, Block A Lots 1 through 9, Block D Lots 94 through 100, Block D, BLUE LAKE ADDITION

****

THIS PETITION was filed in my office on April 12, 2016.

Deputy City Clerk

132019

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. 16-

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 PHASE 3B – BLUE LAKEADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (472-85292).

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 on Bluelake from the south line of Lot 39, Block A, north to the south line of Lot 10, Block D, with drainage to be installed where necessary (the "Improvements").

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake.

Construction of pavement on Bluelake Court (Lots 94 through 100, Block A) from the east line of Bluelake east to and including cul-de-sac, on Blulake Court (Lots 45 through 54, Block A) from the northwesterly line of Bluelake northerly to and including the cul-de-sac, on Bluelake Court (Lots 59 through 69, Block A) from the west line of Bluelake west to and including the cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the Improvements is **Five Hundred Eighty-Three Thousand Dollars ($583,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 39 through 69, Block A
Lots 1 through 9, Block D
Lots 94 through 100, Block D

(d) The method of assessment is: **equally per lot (47 lots).**

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, - 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. Magee

for Jennifer Magaña, City Attorney and Director of Law

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 100%

ENGINEERING REFERENCE #: 448-90736

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : PROJECT TITLE: Water Distribution System Ph 3B Blue Lake Addition 448-90736

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Water Distribution System Ph 3B Blue Lake Addition 448-90736

OCA # : OCA TITLE: Water Distribution System Ph 3B Blue Lake Addition 448-90736

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

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	$144,162.00	2999 Contractuals	$178,000.00
9725 Revenue Bonds	$33,838.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$178,000.00	**EXPENSE TOTAL:**	$178,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Cheryl L Basada DATE: 6/2/16

CITY MANAGER: DATE:

RECEIVED

448-90736

CITY CLERK OFFICE

PETITION
(Phase 3B - WATER IMPROVEMENTS – BLUE LAKE ADDITION)

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, 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 $178,000.00, 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:

BLUE LAKE ADDITION
Lots 39 through 69, Block A
Lots 1 through 9, Block D
Lots 94 through 100, Block D

(d) The proposed method of assessment is: equally per lot (47 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: 80.99% to be assessed against the Improvement District and 19.01% 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**
New Era IV, LLC By: _____ Christopher N. Stevens, Managing Member	4/4/16	Lots 39 through 69, Block A Lots 1 through 9, Block D Lots 94 through 100, Block D, BLUE LAKE ADDITION

****

THIS PETITION was filed in my office on April 12, 2016.

THE CITY OF WICHITA

Janis Edwards, CMC
Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. 16-

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 PHASE 3B – BLUE LAKEADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (448-90736).

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 a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Seventy-Eight Thousand Dollars ($178,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 39 through 69, Block A
Lots 1 through 9, Block D
Lots 94 through 100, Block D

(d) The method of assessment is: **equally per lot (47 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: **80.99%** to be assessed against the Improvement District and **19.01%** 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 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. Maier

for Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 16-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-90736)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $41,959. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $45,316 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. 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 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McLeod
_____
for Jennifer Magaña, Director of Law
and City Attorney

132019

(Published in ***The Wichita Eagle***, on _____, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-_____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-90736)

(the "Project") at an estimated cost, including related design and engineering expenses of $41,959.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $45,316 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-175

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-89990)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $11,309. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $12,214 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. 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 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on July 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law
and City Attorney

132019

(Published in ***The Wichita Eagle***, on July 15, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-175, duly adopted July 12, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-89990)

(the "Project") at an estimated cost, including related design and engineering expenses of $11,309.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $12,214 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on July 12, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

735552

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-176

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 – BLUE LAKE ADDITION PHASE 3A/NORTH OF MACARTHUR, WEST OF WEST STREET) (448-89990).

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. 04-472** of the City (the "Prior Resolution") authorized 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 a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Sixty-Four Thousand Dollars ($64,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 70 through 83, Block A
Lots 10 through 14, Block D

(d) The proposed method of assessment is: **equally per lot (19 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: **85.75%** to be assessed against the Improvement District and **14.25%** 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 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney
and Director of Law

132019

(Published in ***The Wichita Eagle***, on July 15, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-, duly adopted July 12, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-90736)

(the "Project") at an estimated cost, including related design and engineering expenses of $41,959.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $45,316 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on July 12, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-177

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Distribution System Improvements for Blue Lake Addition (448-90736)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $41,959. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $45,316 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. 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 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on July 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law
and City Attorney

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-178

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 PHASE 3B – BLUE LAKEADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (448-90736).

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 a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Seventy-Eight Thousand Dollars ($178,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 39 through 69, Block A
Lots 1 through 9, Block D
Lots 94 through 100, Block D

(d) The method of assessment is: **equally per lot (47 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: **80.99%** to be assessed against the Improvement District and **19.01%** 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 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

744415

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-179

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 3, MAIN 22, SOUTHWEST INTERCEPTOR PHASE 3A – BLUE LAKE ADDITION /NORTH OF MACARTHUR, WEST OF WEST STREET) (468-83864).

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. 04-478** of the City (the "Prior Resolution") authorized 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 a lateral sanitary 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 **Ninety Thousand Dollars ($90,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 64 through 76, Block A
Lots 10 through 13, Block D

(d) The proposed method of assessment is: **equally per lot (17 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 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 12, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney
and Director of Law

766363

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-180

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 PHASE 3A – BLUE LAKE ADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (472-84076).

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. 04-482** of the City (the "Prior Resolution") authorized 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 Bluelake from the south line of Lot 10, Block D, north to the south line of Lot 15, Block D, with drainage to be installed where necessary (the "Improvements").

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake

Construction of pavement on Bluelake Court (Lots 70 through 83, Block A) from the west line of Bluelake, west to and including cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the Improvements is **Two Hundred Thirteen Thousand Dollars ($213,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 70 through 83, Block A
Lots 10 through 14, Block D

(d) The proposed method of assessment is: **equally per lot (19 lots).**

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 12, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney
and Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-181

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 5, MAIN 22, SOUTHWEST INTERCEPTOR PHASE 3B – BLUE LAKE ADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (468-85115).

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 a lateral sanitary 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 **Two Hundred Fourteen Thousand Dollars ($214,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 41 through 63, Block A
Lots 1 through 9, Block D
Lots 97 through 100, Block D

(d) The method of assessment is: **equally per lot (36 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 12, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-182

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 PHASE 3B – BLUE LAKE ADDITION/NORTH OF MACARTHUR, WEST OF WEST STREET) (472-85292).

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 on Bluelake from the south line of Lot 39, Block A, north to the south line of Lot 10, Block D, with drainage to be installed where necessary (the "Improvements").

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake.

Construction of pavement on Bluelake Court (Lots 94 through 100, Block A) from the east line of Bluelake east to and including cul-de-sac, on Bluelake Court (Lots 45 through 54, Block A) from the northwesterly line of Bluelake northerly to and including the cul-de-sac, on Bluelake Court (Lots 59 through 69, Block A) from the west line of Bluelake west to and including the cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the Improvements is **Five Hundred Eighty-Three Thousand Dollars ($583,000)**, 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 hereof.

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

BLUE LAKE ADDITION
Lots 39 through 69, Block A
Lots 1 through 9, Block D
Lots 94 through 100, Block D

(d) The method of assessment is: **equally per lot (47 lots).**

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 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-5a

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Kansas Railfest (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Drew Meek, Great Plains Transportation Museum, is coordinating the Kansas Railfest with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kansas Rail Fest July 16, 2016 7:00 am – 5:30 pm

- Douglas Avenue, Mead Street to St. Francis

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: This action complies with the ordinance on street closures for community events.

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

Agenda Item No. II-5b

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Chalk Art Festival (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 Kay Officer, Ember Hope, is coordinating the Chalk Art Festival event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Chalk Art Festival August 6, 2016 8:00 am – 1:30 pm

- East Second Street North, Mead Street to Moore Street
- Moore Street, Mead Street to Second 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: This action complies with the ordinance on street closures for community events.

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

Agenda Item No. II-5c

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Friday Nights at the Fountains (District I)

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 Kary Taylor, Wichita WaterWalk, is coordinating the Friday Nights at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Friday Nights at the Fountains August 19, September 16 and October 21, 2016 10:00 am – 9:00 pm

- South Water Street, Dewey Street to Waterman Street
- Water Walk Place, South Water Street to Wichita 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 events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

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

Agenda Item No. II-5d

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Food Trucks at the Fountains (District I)

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 Kary Taylor, Wichita WaterWalk, is coordinating the Food Trucks at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Food Trucks at the Fountains August 28, September 29 and October 30, 2016 9:00 am – 3:00 pm

- South Water Street, Dewey Street to Waterman Street
- Water Walk Place, South Water Street to Wichita 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 events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

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

Agenda Item No. II-5e

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Automobilia's Moonlight Car Show and Street Party (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Ratification of 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 Moonlight Car Show and Street Party with City of Wichita staff, subject to final approval by the City Council. Due to unforeseen City Council Meeting cancellations, provisional approval for the street closure was given to Mr. Carpenter by the City Manager.

Analysis: The following street closure request has been submitted:

Automobilia's Moonlight Car Show and Street Party July 9, 2016 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: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council ratify the request.

Agenda Item No. II-5f

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Waterfront Triathlon (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Patrick Todd, Oz Endurance, is coordinating the Waterfront Triathlon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Waterfront Triathlon July 17, 2016 6:00 am – 10:00 am

- 21st Street North, Webb Road to Greenwich Road
- Greenwich Road, 21st Street North to 13th Street North
- 13th Street North, Greenwich Road to Webb Road
- Webb Road, 13th Street North to 21st Street North

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: This action complies with the ordinance on street closures for community events.

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

Agenda Item No. II-6a

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Agreements to Respread Assessments: Fontana 5th Addition (District V)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreements.

Background: The landowner, Socora Homes, Inc., has submitted three agreements to respread special assessments within Fontana 5th Addition.

Analysis: The land was originally included in improvement districts for paving, lateral sewer, storm water sewer, and water distribution system improvements. The purpose of the agreements is to respread special assessments on a fractional basis for each lot. Without the respread agreements, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

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

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

Attachments: Respread agreements.

Assign to Brian
5-25-16
05-24-16P02:48 RCVD

CITY OF WICHITA

DEBT MANAGEMENT
INTEROFFICE MEMORANDUM

TO: Brian McLeod, Deputy City Attorney

FROM: Andrea Burgardt, Debt Management

SUBJECT: Three Respread Agreements – Fontana 5th Addition

DATE: May 24, 2016

Debt Management has received three respread agreements for the Fontana 5th Addition from Professional Engineering Consultants on behalf of Socora Homes, Inc.

The first respread agreement consists of six projects and divides the existing specials equally per lot (1/87):

Project #472-84537, Ordinance #48872, was originally approved on a fractional basis by Resolution 07-207, adopted March 27, 2007.

Project #472-84538, Ordinance #48873, was originally approved on a fractional basis by Resolution 07-208, adopted March 27, 2007.

Project #468-83502, Ordinance #46715, was originally approved on a square foot basis by Resolution 04-281, adopted June 8, 2004.

Project #468-83883, Ordinance #47842, was originally approved on a fractional basis by Resolution 06-623, adopted November 21, 2006.

Project #468-84196, Ordinance #47637, was originally approved on a fractional basis by Resolution 06-364, adopted June 20, 2006.

Project #448-90045, Ordinance #47376, was originally approved on a fractional basis by Resolution 06-351, adopted June 13, 2006.

The second respread agreement consists of one project and divides the existing specials equally per lot (1/7):

Project #468-83877, Ordinance #47393, was originally approved on a fractional basis by Resolution 06-621, adopted November 21, 2006.

The third respread agreement consists of one project and divides the existing specials equally per lot (1/87):

Project #468-84122, Ordinance #49379, was originally approved on a fractional basis by Resolution 09-308, adopted September 22, 2009.

Please review and approve the attached Agreement as to legal form, and return to me.

Thank you.

Attachments

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
Party of the First Part

And
SOCORA HOMES, INC.
Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Fontana 4th Addition within the city limits of the City of Wichita; and

WHEREAS, Parties of the Second Part is the landowner of all or part of the improvement district; and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. The following projects have been constructed and assessed:

Project No. 48872	-	29th/Covington Accel/Decel
Project No. 48873	-	29th St. Left Turn Lane
Project No. 46715	-	Main 7, Northwest Interceptor
Project No. 47842	-	SWD #236
Project No. 47637	-	SWD #296
Project No. 47376	-	Water Distribution System

The following lots were part of the Improvement District for said improvements:

Lots 1 – 33, Block 1, Fontana 4th Addition
(PIN's 597575-597607)

Lots 1 – 26, Block 3, Fontana 4th Addition
(PIN's 597652-597677)

Lots 1 – 28, Block 4, Fontana 4th Addition
(PIN's 597678-597688 and 597690-597706)

2. The Parties agree to reassess the costs for said improvements in the following manner:

   Equally per lot for the following lots:
   Lots 1 – 33, Block 1, Fontana 5th Addition
   Lots 1 – 26, Block 2, Fontana 5th Addition
   Lots 1 – 28, Block 3, Fontana 5th Addition

1/87

3. The Parties of the Second Part are the owners of the pro[illegible]y described in Section One above and said Parties of the Second Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their rights to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2016.

The City of Wichita, Kansas

_____
Jeff Longwell, Mayor
Party of the First Part

Attest:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, as Mayor of the City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me 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:

_____

Approved as to form:

Brian K. McFord
for Jennifer Magaña, City Attorney and Director of Law

Parties of the Second Part: SOCORA HOMES, INC.

By Linda S. Graham
Linda S. Graham, Vice-President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 5th day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Linda S. Graham, Vice-President of Socora Homes, Inc., personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

MARY A. FARRAR
Notary Public - State of Kansas
My Appt. Expires 02/27/2020

Mary A. Farrar
Notary Public

My Appointment Expires:

02/27/2020

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
Party of the First Part

And
SOCORA HOMES, INC.
Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Fontana 4th Addition within the city limits of the City of Wichita; and

WHEREAS, Parties of the Second Part is the landowner of all or part of the improvement district; and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. The following projects have been constructed and assessed:

   Project No. 47393 - Lateral 5, Northwest Interceptor

   The following lots were part of the Improvement District for said improvements:

   Lots 22 - 28, Block 4, Fontana 4th Addition
   (PIN's 597700-597706)

2. The Parties agree to reassess the costs for said improvements in the following manner:

   Equally per lot for the following lots:
   Lots 22 - 28, Block 3, Fontana 5th Addition

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their rights to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2016.

The City of Wichita, Kansas

_____
Jeff Longwell, Mayor
Party of the First Part

Attest:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, as Mayor of the City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me 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:

_____

Approved as to form:

_____
for Jennifer Magaña, City Attorney and Director of Law

Parties of the Second Part: SOCORA HOMES, INC.

By: Linda S. Graham
Linda S. Graham, Vice-President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Linda S. Graham, Vice-President of Socora Homes, Inc., personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

MARY A. FARRAR
Notary Public - State of Kansas
My Appt. Expires 02/27/2020

Mary A. Farrar
Notary Public

My Appointment Expires:

02/27/2020

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
Party of the First Part

And
SOCORA HOMES, INC.
Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Fontana 4th Addition within the city limits of the City of Wichita; and

WHEREAS, Parties of the Second Part is the landowner of all or part of the improvement district; and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. The following projects have been constructed and assessed:

   Project No. 49379 - SWD #283

   The following lots were part of the Improvement District for said improvements:

   Lots 1 – 26, Block 3, Fontana 4th Addition
   (PIN's 597652-597677)

   Lots 1 – 28, Block 4, Fontana 4th Addition
   (PIN's 597678-597688 and 597690-597706)

2. The Parties agree to reassess the costs for said improvements in the following manner:

   Equally per lot for the following lots:
   Lots 1 – 33, Block 1, Fontana 5th Addition
   Lots 1 – 26, Block 2, Fontana 5th Addition
   Lots 1 – 28, Block 3, Fontana 5th Addition

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their rights to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2016.

The City of Wichita, Kansas

_____
Jeff Longwell, Mayor
Party of the First Part

Attest:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, as Mayor of the City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me 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:

_____

APPROVED AS TO FORM:

_____
for Jennifer Magaña, City Attorney and Director of Law

Parties of the Second Part: SOCORA HOMES, INC.

By: Linda S. Graham
Linda S. Graham, Vice-President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 5th day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Linda S. Graham, Vice-President of Socora Homes, Inc., personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

MARY A. FARRAR
Notary Public - State of Kansas
My Appt. Expires 02/27/2020

Mary A. Farrar
Notary Public

My Appointment Expires:

02/27/2020

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for Fairway Meadows Lagoon (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 1 and adopt the resolution.

Background: In January 2014, the Kansas Department of Health and Environment (KDHE) issued the City a National Pollutant Discharge Elimination System Permit to operate the Fairway Meadows Lagoon System. Due to multiple emergency discharges that occurred prior to permit issuance, KDHE required the City to hire a Kansas licensed engineer to perform an evaluation of the Lagoon System and determine the best option to avoid emergency discharges.

Analysis: Professional Engineering Consultants (PEC) was selected through the City's competitive bid process to perform the evaluation at a cost of $15,700. The study was completed by PEC and submitted and approved by KDHE on March 15, 2016. The study determined that constructing an additional lagoon cell (fourth cell) is necessary to avoid emergency discharges. Staff recommends PEC to provide design services at a cost not to exceed $32,500 due to the firm's historical knowledge and design expertise of the Fairway Meadows Lagoon System.

Financial Considerations: The 2015-2024 Capital Improvement Program includes $500,000 for lagoon improvements including land acquisition. Staff requests the City Council approve $500,000 for land acquisition, design, construction and staff inspection, surveying, and oversight costs. The footprint of the land needed for the lagoon improvements will be determined early in the design phase. Approval of the land acquisition will be brought back to the City Council at a later date. The project will be funded by future revenue bonds or Sewer Utility cash reserves. If bonds are issued, there will be an additional 8% added for bond reserves and financing costs.

Legal Considerations: The Law Department has reviewed and approved Supplemental Design Agreement No. 1 and the resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Design Agreement No. 1, adopt the resolution, and authorize the necessary signatures.

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

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #: Pg 94, Line 10

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Sewage Treatment RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 468-84962

FUND: 533 Sewer Construction

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 666013 PROJECT TITLE: 2016 Fairway Meadows Lagoon

PROJECT DETAIL # : 010000 PROJECT DETAIL DESCRIPTION: 2016 Fairway Meadows Lagoon

OCA # : 620863 OCA TITLE: 2016 Fairway Meadows Lagoon

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4572

PROJECT MANAGER: Rebecca Lewis PHONE #: 303-8702

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9813 Cash Transfer In	$500,000.00	2999 Contractuals	$500,000.00
	$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:	$500,000.00	**EXPENSE TOTAL:**	$500,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary James DATE: 06/02/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Troy Tillotson DATE: 6/9/16

CITY MANAGER: DATE:

RESOLUTION NO. 16-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Fairway Meadows Lagoon (468-84962)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $500,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $540,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. 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 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McLeod
for Jennifer Magaña, Director of Law
and City Attorney

620863

(Published in ***The Wichita Eagle***, on _____, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-_____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Fairway Meadows Lagoon (468-84962)

(the "Project") at an estimated cost, including related design and engineering expenses of $500,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $540,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 23, 2014

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated May 23, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **FAIRWAY MEADOWS LAGOON SEWER SYSTEM** (Project No.468-85122).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Prepare additional sewer design for the Fairway Meadows Lagoon Sewer System (see Attached Scope 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 not to exceed fee as follows:

Sewer improvements: $32,500.00

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 **September 9, 2016**.
(b) Office check plans by **October 7, 2016**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **November 14, 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 _____, 2016.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and
Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Richard A. Schlitt
(Name and Title)
Secretary/Treasurer

Fairway Meadows Lagoon Design
PEC Project No. 34-14215-003-0042

A. Scope of Services:

1. Coordinate and conduct a kick-off meeting to discuss the project scope and schedule, and gather any needed data.
2. Perform field survey of the CITY purchased property and existing property as needed for the design.
3. Prepare tract maps and legal descriptions for the property acquired by the CITY.
4. One soil boring within the proposed lagoon cell.
5. Prepare 60% design plans for new lagoon cell, connecting piping, and flow monitoring capabilities on the south lift station (#44). Design shall include fencing, slope protection, and other requirements for the lagoon cell design per KDHE standards; drainage and grading plan to convey drainage along the existing access road.
6. The 60% design plans shall include improvements to address erosion issues of the existing lagoon cell slopes, making use of existing trickling filter rock stored at the project site. This work shall be included as a bid alternate in the final plans.
7. The 60% design plans shall include regrading the existing access road on the west side of the existing lagoon system, regrading the top of the existing lagoon cell levees, and installation of existing stock piled trickling filter rock in these areas. This work shall be included as a bid alternate in the final plans.
8. Conduct meeting with CITY to review the 60% design plans.
9. Prepare final design plans for new lagoon cell and connecting piping.
10. Conduct meeting with CITY to review final design plans.
11. Prepare KDHE permit for CITY signature.
12. Submit sealed plans and completed permit to KDHE for review and approval.
13. Attend a pre-construction conference as coordinated by the CITY.
14. Review construction material submittals.

B. Responsibility of CITY:

The CITY agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Access to the project site.
2. Pump station run time data.
3. Agreement for access to adjacent property from current owner.
4. Attend project meetings, review progress design documents, and provide comments.

C. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Design of improvements to pump stations.
2. Design of improvements for flood irrigation of adjacent properties.
3. Property acquisition or negotiations with property owners.
4. Platting or zoning of acquired property.
5. Setting of property irons.

6. Collection system improvements or investigations.
7. Construction staking.
8. Construction inspection.
9. The CITY shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed.

D. Payment Provisions:

PEC proposes to perform the Scope of Services on the basis of a Lump Sum fee of $32,500.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month. Taxes are not included in stated fees. CITY shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.

E. Time of Performance:

PEC proposes to begin work on the PROJECT within 7 days following receipt of an executed copy of this agreement and to complete the Scope of Services in accordance with a mutually agreed schedule exclusive of any delays beyond the control of PEC.

[the remainder of this page intentionally left blank]

RESOLUTION NO. 16-183

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Fairway Meadows Lagoon (468-84962)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $500,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $540,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. 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 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on July 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law
and City Attorney

620863

(Published in ***The Wichita Eagle***, on July 15, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-183, duly adopted July 12, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Fairway Meadows Lagoon (468-84962)

(the "Project") at an estimated cost, including related design and engineering expenses of $500,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $540,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on July 12, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for Rose Marie Neighborhood Water Main Replacement (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1.

Background: On April 19, 2016, the City Council approved a design agreement with Ruggles & Bohm to design improvements to the Rose Marie neighborhood water distribution system as part of the City's Water Main Replacement Project.

Analysis: The original design agreement covered design fees for approximately 29,400 linear feet of pipe. During the kickoff meeting, six additional streets in close proximity to this project were discovered to be of a similar age and material as those in the project scope. Adding an additional 4,000 linear feet of pipe to the project scope will save future survey and design costs and staff has requested that these streets be added to the project. Supplemental Agreement No. 1 has been prepared for the additional services.

Financial Considerations: The original design services fee was $193,100. The cost of the additional services is $25,125, which brings the total design fee to $218,225. Funding will come from the 2016 Water Main Replacement (W-67) project that was approved by the City Council on November 17, 2015.

Legal Considerations: The Law Department has reviewed and approved Supplemental Agreement No. 1 as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 19, 2016

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated April 19, 2016) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **ROSE MARIE NEIGHBORHOOD WATER MAIN REPLACEMENT** (Project No.448-90721_636426).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Prepare additional water improvements for Rose Marie Neighborhood Water Main Replacement (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 not to exceed fee as follows:

Waterline improvements (636426): $ 25,125.00

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 **June 25, 2016**.
(b) Office check plans by **August 4, 2016**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **September 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 _____, 2016.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

RUGGLES & BOHM, P.A.

_____
(Name and Title)
Christopher M. Bohm
Pres.

RUGGLES & BOHM

May 17, 2016

Ms. Debra Ary, P.E.
Wichita Public Works & Utilities
City Hall – 7th Floor
455 N. Main
Wichita, KS 67202

RE: Additional Design Services Request for the Rose Marie Neighborhood Water Replacement Project 448-90721

Dear Ms. Ary,

Thank you for selecting Ruggles & Bohm for the design of this project – we truly appreciate being awarded this design. Following our kickoff meeting we were made aware of changes to the scope of the project; mainly addition and deletions of streets for water line design desired by the City. Therefore at the request of the City of Wichita, we propose herein additional design services for the referenced project. This letter details the changes to the project scope (both additions and deletions) as follows:

Streets added with Full Water Line Design Services:

Street	Length (Ft)
Gidley – Pattie to Victoria	730'
31st Street – Pattie to Victoria	730'
Alturas – Pattie to Victoria	730'
Marion – Washington to Pattie	1170'
Ida – at Luther 340' north	340'
Galina – Washington to Laura	555'

Streets added with Survey only (for water meter replacement)

Street	Length (Ft)
Washington – Wassall to Scott	2040'
Marion – Lulu to Ellis	280'

Streets deleted from this Design:

Street	Length (Ft)
Wassall – Mead to Washington	310'

Please consider this letter a formal request for a supplemental agreement to our original design contract. For the additional lengths of streets added to the scope, we are using a lower cost per foot of design since we are currently working on the site, and we have subtracted the design cost of the deleted Wassall Street. The services on Washington and Marion are mainly survey of existing conditions, as we are locating the water meters to be connected to the existing larger main, and this work is priced accordingly.

Based on these modifications, we request an additional design fee of $25,125.00. Our original contract fee for this design is $193,000.00, so the revised contract amount would now total **$218,125.00**.

Again, we thank you for this project design, and for the consideration of this supplemental agreement request. Should you desire any additional information, please contact me at 316-264-8008 or by email cbohm@rbkansas.com.

Best regards,

RUGGLES & BOHM
Christopher M. Bohm, PE

Agenda Item No. II-7c

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Design Agreement for Improvements to West Street, between Harry and Kellogg (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the budget and design agreement, and adopt the resolution and amending resolution.

Background: The section of West Street between Kellogg and Harry is currently a four lane curb and gutter roadway with underground storm sewer and intermittent sidewalk on both sides of the street. As the corridor is primarily industrial businesses, large trucks make up a good portion of the traffic and left turns to and from side-streets and parking lots are challenging.

Analysis: The improvements that are being made by the Kansas Department of Transportation (KDOT) at the Kellogg and I-235 Interchange will improve traffic flow on both highway systems. The West Street corridor, south of Kellogg, has seen recent redevelopment efforts with more projected for the future within the Community Initiatives Plan, which will increase traffic volumes and require the need for more capacity. This section of West Street needs to be reconstructed to five lanes, include a center two-way left-turn lane, larger turning radii at drives and intersections, and improved pedestrian accessibility. Staff met with KDOT management to discuss the possibility of the participation in funding as an economic development incentive. While no guarantee was given, the Secretary of Transportation's office recommended the City begin design, utilizing the Kellogg and I- 235 design consultant (TranSystems), with further funding discussions to be held in the near future. Completing design now would allow for reconstruction of West Street during construction of the interchange, potentially reducing cost and inconvenience to the traveling public.

Financial Considerations: The design agreement is $65,000. Staff proposes a budget of $80,000 in general obligation bond (GO) funding available for transfer from the 13th and Edgemoor project. The additional funding will allow for payment of the concept design agreement as well as staff oversight. The $80,000 offset of GO bond funding in the 13th and Edgemoor project is due to lower than anticipated bid prices. Staff requests waiver of City Council Policy No. 2 regarding the use of project savings to allow this transfer of funds. The project will be brought back to the City Council at a later date for approval of the final design, right-of-way and construction funding, if and when available.

Legal Considerations: The amending resolution, resolution and design 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 agreement, adopt the resolution, amending resolution, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, and authorize the necessary signatures.

Attachments: Design Agreement, budget sheets, resolution and amending resolution.

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2016 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85296

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: 7-12-2016 REQUEST DATE:

PROJECT # : 211560 PROJECT TITLE: West Street, between Harry & Kellogg 472-85296

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: West Street, between Harry & Kellogg 472-85296

OCA # : 707106 OCA TITLE: West Street, between Harry & Kellogg 472-85296

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$80,000.00	2999 Contractuals	$80,000.00
	$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:	$80,000.00	**EXPENSE TOTAL:**	$80,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jarvis DATE: 06/20/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Troy Tillotson DATE: 6/14/16

CITY MANAGER: DATE:

RESOLUTION NO. ____-_____

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

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

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

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

Design Improvements and staff oversight to West Street, between Harry and Kellogg (472-85296).

(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 **$80,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

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

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McFeel
for Jennifer Magaña, City Attorney and Director of Law

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85162

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 7-12-16 REQUEST DATE:

PROJECT # : 211533 PROJECT TITLE: 13th & Edgemoor Intersection 472-85162

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 13th & Edgemoor Intersection 472-85162

OCA # : 707069 OCA TITLE: 13th & Edgemoor Intersection 472-85162

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$735,000.00	($80,000.00)	$655,000.00
8062 Federal pass thru State	$500,000.00	$0.00	$500,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$1,235,000.00	($80,000.00)	$1,155,000.00

Expense Object Level 3			
2999 Contractuals	$1,235,000.00	($80,000.00)	$1,155,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$1,235,000.00	($80,000.00)	$1,155,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: Gary Jones DATE: 06/20/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: [signature] DATE: 6/16/16

CITY MANAGER: DATE:

RESOLUTION NO. ___-_____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-377 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. 14-194** of the City, authorized the following described public improvements:

Design of improvements to the intersection of 13th Street North and Edgemoor as necessary for a major traffic facility (472-85162)

(the "Original Project") and provided 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; and,

WHEREAS, the Governing Body, by **Resolution No. 15-377** (the "Prior Resolution") expanded the Original Project to include right of way acquisition, utility relocation and construction of improvements (as so expanded, the "Project"); and,

WHEREAS, the cost of the Project proved to be lower than the amount authorized for financing in the Prior Resolution, due to lower than anticipated bid prices.

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

Section 1. Amendment. ***Section 1*** of the Prior Resolution is hereby amended to read as follows:

> **Section 1. Amendment.** Section 1 of **Resolution No. 14-194** of the City of Wichita is hereby amended to read as follows:
>
> > **Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Original Project be expanded to include right of way acquisition, utility relocation and construction of improvements, and that the project as so expanded (the "Project") be designed, acquired and/or constructed at an estimated cost of **$1,155,000** in accordance with plans prepared or approved by the City Engineer.

Section 2. Amendment. Section 2 of the Prior Resolution is hereby amended to read as follows:

> **Section 2. Amendment.** Section 2 of **Resolution No. 14-194** of the City of Wichita is hereby amended to read as follows:

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days prior to the **July 15, 2014** adoption date of **Resolution No. 14-194**, to the extent of Bonds authorized thereunder, and on or after the date that was 60 days prior to the **July 14, 2015** adoption of **Resolution No. 15-209**, to the extent of the additional Bonds authorized thereunder or under **Resolution No. 15-377**, as reduced by subsequent amendment, all pursuant to Treasury Regulation §1.150-2.

Section 3. Repealer; Ratification. Sections 1 and 2 of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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

_____
JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

Brian K. Magana
_____
for JENNIFER MAGAÑA, CITY ATTORNEY
AND DIRECTOR OF LAW

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

TRANSYSTEMS CORPORATION

for

WEST STREET, HARRY TO KELLOGG

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and TRANSYSTEMS CORPORATION, party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WEST STREET, HARRY TO KELLOGG, be widened to five lanes with sidewalks (Project No. 472-85296).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in West Street from Harry to Kellogg and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A" and "C"**).

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A" and "C"**.

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation *shall be satisfactory* and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A" and "C"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any *negligent act or omission* of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. <u>THE CITY AGREES:</u>

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 472 85296 $ 65,000

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____
Jeff Longwell, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

TRANSYSTEMS CORPORATION

_____
(Name & Title)
BRETT A. LETKOWSKI, PE
SENIOR VICE PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit "A".**

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage; sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and

completeness of the background information provided by the ENGINEER used in the evaluation process.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.

(It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)

2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:

(a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms **(Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be compiled into a summary report **(Attachment No. 4 to Exhibit "A")** maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.

(d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

(e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

(f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.**

The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the *Wichita area* unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the *CITY with office* check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms **(Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be compiled into a summary report **(Attachment No. 4 to Exhibit "A" also available on the City's FTP site)** maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, 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.

Concept Design for the project due by October 28, 2016.
Field Check Plans and an estimate for the project due by December 30, 2016.
Office Check Plans and an estimate for the project due by May 1, 2017.
Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by August 1, 2017.

5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**

(e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

(f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.

(g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.

(i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

6. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

7. Post Letting.

(a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.

(d) Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and

cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.

(e) S. I. & A. for Bridges. Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form and completing the Item 113 Justification Form for the new bridges if applicable for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

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Attachment No. 1 to Exhibit "A" – CIP Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit "A" – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, *description, and BL station* for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face.
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, *for the entire sub-division, not just the* current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves. **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs

- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

[remainder of this page intentionally left blank]

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: ☐ **Office Check:** ☐

UTILITY: _____ **Checked by**_____ **on** _____

Utility Location:

☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate ☐ Utility is located in Private Easement

☐ Private Easement Documentation Attached

☐ Utility will need to relocate and is interested in **proposed** ROW **(IF applicable)**

Briefly Describe Type and Location of Facilities within Project:

_____

_____

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

_____

_____

Utility Plan Review:

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

_____

_____

Additional Information requested from Consultant: _____

_____

Utility Requests Paper Plans (choose one): ☐ Full Size ☐ Half Size ☐ Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant	Leslie Hicks
Company	City of Wichita
E-mail	lhicks@wichita.gov

Attachment No. 4 to Exhibit "A" – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion		Project Proposed Bid Date	Proposed Utility Clear Date (project)
2/21/2013	1111111/ 2222222	Kallman	Kim Lee/ Boggles & Bolton	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:
Black Hills
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:
AT&T
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:

Gas
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be

deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit "C"
Project Specific - Scope of Service
Discovery Phase
West Street from Harry Street to Kellogg

PROJECT UNDERSTANDING
The general project improvements as agreed upon by the city of Wichita and TranSystems include full reconstruction of West Street from Harry to Kellogg. The improvements include a 5-lane section including curb and gutter, storm sewer, inlets, asphalt or concrete paving, concrete paving at Harry & West Street intersection, increasing curb return radii on adjacent side streets and concrete pavement and permanent signal at the Walker & West Street intersection.

FINAL DELIVERABLES
TranSystems will submit one (1) full size strip map of the conceptual design of the project and one (1) full size strip map of the existing right of way that will be suitable for public meeting. Electronic copies of these exhibits will be provided along with the Engineer's Probable Construction Cost of the concept design.

PROJECT TASKS
This scope of services includes a Discovery Phase only. Upon approval of the conceptual design, TranSystems can provide plan development services under a separate agreement. This study will be conducted in four phases, which are listed below with a brief description for each phase.

Phase 100 – Discovery Phase	Data Collection, Initial Analysis and Conceptual Design
***Phase 200 – Field Check Plans**	Further Refinement of Project, and detail development.
***Phase 300 - Final Check Plans**	Final Review of plans
***Phase 400 - Final Plans**	Completion of Plans

*Phases 200-400 will be handled under a supplemental agreement.

When authorized by the city of Wichita, TranSystems will initiate the Discovery Phase. The following services will be provided during this phase of the project.

Phase 100 – Discovery Phase
Task 100 Survey/Basemap

101. Control-Establish and supplement Horizontal Control throughout the project limits on Kansas State Plane Coordinate System, NAD83 (1997 adjustment), South Zone. Reference tie and control sketches on all control points along project. Estimation of twelve (12) Control Points will be established for future project use. Establish and supplement Vertical Control throughout the project limits on NGVD 88 Datum. Set a minimum of five (5) benchmarks along project limits with tied references to their locations.

102. Topographical Survey- TranSystems will provide field survey necessary for preparation of roadway plans. Project survey limits are shown in blue on the attached files. Survey limits will also include additional widths at intersections, drainage structures, driveways and side streets. Survey will include locating, but not limited to the following features within the project limits as described (pavements, driveways, building faces, utilities, drainage structures with measure rim down for flow line elevations, natural ground elevations, trees 6" or above noted with size and type, curbing, power poles, signs, fences and etc.) Survey will be tied to the survey completed for the I-235 & Kellogg Interchange project. Once the improvements to West Street South of Kellogg are completed the actual tie in point will be resurveyed.

103. Utilities- All utilities will be located using the Kansas "One Call" system. The resulting markings will be surveyed at the same time as the topographic survey. No physical locates of any underground utilities will be completed as a part of the survey. TranSystems will collect the flow lines of any surveyed gravity storm or sanitary sewer lines that have easily accessible manholes.

104. Existing storm sewers and channels-Existing storm sewers, *storm inlets, channels and reinforced* box culverts will be located and flow lines surveyed.

105. Base Map Development- The raw field survey, topographic features and utility data gathered will be used to develop the base map of the planimetric features along with the ground surface model to create contours for the project. The base map will be a plan view representation of the project with contours presented at 1-foot minor and 5-foot major intervals. The maps will be prepared in English units and at a scale of 1:20.

106. Property Research- TranSystems will obtain necessary property research items such as, but not limited to, parcel tax maps, printouts of ownership, utility maps, plats, road records and road plans. TranSystems will also obtain any needed Title Reports that will include copies of all easements and encumbrances and existing survey data for up to thirty (30) parcels along the project. TranSystems will make a reasonable effort (using a metal detector, existing property pin or section corner information) to *find existing property* corners, quarter section corners and section corners (estimated 5 quarter/section corners) along the project and outside of project if necessary to assist in establishing existing right of way and ownership base map. Field survey will be tied to nearest section corners and quarter section corners. Existing roadway alignment pins (if available) will be used to help establish right of way. Should the corner not exist, costs for the re-establishment of the corner are not included in the contract, however, if the City desires corner re-establishment, TranSystems may enter into a supplemental agreement to reestablish missing section and/or quarter corners. Prepare an ownership boundary and existing right of way strip map along the project alignment showing but not limited to section lines, property lines, existing easements and ownership.

Task 200 Preliminary Concepts, Alignments and Estimates

201. Preliminary Concepts/Alignments- One Preliminary Concept and Alignment will be prepared. It is assumed that the following concept will be developed:
    a. Five (5) lane facility with curb and gutters and storm sewers.
    b. Preliminary vertical alignments.
    c. Develop 100' RW to RW corridor.
    d. Increase curb return radii on side streets for truck traffic.
    e. Concrete Pavement and Permanent signal at Walker & West Street Intersection.
    f. Concrete pavement at Harry & West Street Intersection.

    The design concept will be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the Project.

202. Prepare preliminary probable construction cost estimates for the concept developed.

Task 300 Preliminary Scoping and Utilities

301. Meet with Agencies – Meet with City Staff to kick-off the project; address coordination between all parties; provide access for survey; review plan submittals, schedules and necessary permitting as required for this project. A site visit will take place to confirm the extent of the improvements.

302. Utility Meetings – In addition to contacting Kansas One-call, TranSystems will contact utility companies with facilities within the project limits to inform them of the project and review the accuracy of the utilities located with the topographic survey. One (1) set of full size utility plans will be provided to the utilities electronically for review and accuracy.

303. TranSystems will attend one (1) utility coordination meeting during the Discovery Phase. TranSystems will *provide a roll plot of the project with the base map* and proposed improvements of the project to introduce the utility companies to the project at the Discovery Phase meeting. TranSystems will be responsible for locating existing utilities locations using the Kansas "One Call" system. Utilities located within the corridor but not marked by Kansas One Call will be shown in their approximate locations on the plans by information provided by the utility owners.

Proposal Conditions

The following is a list of conditions that were the basis for this proposal:

- The design will include Type 2070 traffic signal equipment as required by the City for the controller and auxiliary equipment.
- City of Wichita supplemented with KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required.
- No aesthetics including special lighting, graphics, form liner, artwork or landscaping are including in the plans.
- English units will be used for this project.
- No lighting design is included as part of this proposal.
- The City will prepare the base specifications, contract documents, and perform the bidding services.
- Bidding and construction management or testing services are not included in this proposal. These services can be provided by TranSystems via a supplemental agreement.
- Preparation of other bid documents and assistance in the bid and construction process are not included in this scope of services, but are services that TranSystems can provide.
- Suggested timings will be developed as part of the plans but generally, during installation traffic timings should be adjusted to fit actual conditions.
- The scope of work does not include waters of the U.S. mitigation (likely not required).
- It is assumed that others will be providing the following if necessary:
    - Threatened and endangered species surveys and habitat studies.
    - Cultural resource/archaeological surveys.
- Floodplain development permit or FEMA flood map revisions are not included in this contract.
- No geotechnical borings are considered as part of this project. Should geotechnical borings or other work be necessary, this work will be handled through a supplemental contract.

It is anticipated that the City will provide the following:

- Review and comment on project alignment and design details.
- Submit prepared permits and the associated fees.
- Acquire all right-of-way.
- Provide construction-engineering and staking services.
- Provide rights of entry for survey or geotechnical work on private property.

Project Design Fee

Discovery Phase = $65,000

RESOLUTION NO. 16-

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

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

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

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

Design Improvements and staff oversight to West Street, between Harry and Kellogg (472-85296).

(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 **$80,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

Section 3. **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 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 16-

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-377 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. 14-194** of the City, authorized the following described public improvements:

Design of improvements to the intersection of 13th Street North and Edgemoor as necessary for a major traffic facility (472-85162)

(the "Original Project") and provided 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; and,

WHEREAS, the Governing Body, by **Resolution No. 15-377** (the "Prior Resolution") expanded the Original Project to include right of way acquisition, utility relocation and construction of improvements (as so expanded, the "Project"); and,

WHEREAS, the cost of the Project proved to be lower than the amount authorized for financing in the Prior Resolution, due to lower than anticipated bid prices.

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

Section 1. Amendment. ***Section 1*** of the Prior Resolution is hereby amended to read as follows:

Section 1. Amendment. Section 1 of **Resolution No. 14-194** of the City of Wichita is hereby amended to read as follows:

> **Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Original Project be expanded to include right of way acquisition, utility relocation and construction of improvements, and that the project as so expanded (the "Project") be designed, acquired and/or constructed at an estimated cost of **$1,155,000** in accordance with plans prepared or approved by the City Engineer.

Section 2. Amendment. Section 2 of the Prior Resolution is hereby amended to read as follows:

Section 2. Amendment. Section 2 of **Resolution No. 14-194** of the City of Wichita is hereby amended to read as follows:

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days prior to the **July 15, 2014** adoption date of **Resolution No. 14-194**, to the extent of Bonds authorized thereunder, and on or after the date that was 60 days prior to the **July 14, 2015** adoption of **Resolution No. 15-209**, to the extent of the additional Bonds authorized thereunder or under **Resolution No. 15-377,** as reduced by subsequent amendment, all pursuant to Treasury Regulation §1.150-2.

Section 3. Repealer; Ratification. Sections 1 and 2 of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 12, 2016.

_____
JEFF LONGWELL, MAYOR

(SEAL)

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

_____
JENNIFER MAGAÑA, CITY ATTORNEY
AND DIRECTOR OF LAW

Agenda Item No. II-9

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures (Districts I and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt the resolutions scheduling a public hearing to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On June 6, 2016, the Board of Building Code Standards and Appeals (BBCSA) conducted hearings on the properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The BBCSA has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on the structures; 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	Council District
a. 1302 N. Estelle Ave	I
b. 1303 N. Ash Ave	I
c. 1610 N. Grove Ave	I
d. 2527 N. Gentry Dr	I
e. 1111 N. Carlos Ave	VI

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) charge to cover associated costs of the condemnation, including title search, publishing, copying and mailing costs. 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 resolutions as to form.

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on September 13, 2016 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolutions.

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1302 N. ESTELLE AVE** and legally described as: **LOTS 46 AND 48, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, 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 **September 13, 2016** 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 _____, 2016, 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 one-story frame dwelling about 38 x 36 feet in size. Vacant and open, this structure has a shifting and cracking block foundation with missing blocks; badly worn composition roof; and rotted soffit, fascia and wood trim.

(b) Street Address: 1302 N. ESTELLE AVE

(c) Owners:
Walter Black and Thelma Black
POST ON PROPERTY

(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 14, 2016

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1302 N. ESTELLE AVE

LEGAL DESCRIPTION: LOTS 46 AND 48, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 38 x 36 feet in size. Vacant and open, this structure has a shifting and cracking block foundation with missing blocks; badly worn composition roof; and rotted soffit, fascia and 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 open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. 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 Date
Enforcing Officer

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: **LOTS 46 AND 48, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1302 N. ESTELLE AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOTS 46 AND 48, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS., commonly known as: 1302 N. ESTELLE AVE, 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 one-story frame dwelling about 38 x 36 feet in size. Vacant and open, this structure has a shifting and cracking block foundation with missing blocks; badly worn composition roof; and rotted soffit, fascia and 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 **12th day of July 2016.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1303 N. ASH AVE** and legally described as: **THE SOUTH 10 FEET LOT 42, ALL OF LOTS 44, 46 AND 48, ON ASH STREET, ELEVENTH ST. ADDITION TO 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 **September 13, 2016** 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 _____, 2016, 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 one-story frame dwelling about 22 x 36 feet in size. Vacant and open, this structure has damaged and missing vinyl siding; badly worn composition roof, with holes and missing shingles; badly deteriorated and missing soffit; exposed framing members; cracking concrete front porch and the 8x10 foot accessory shed is deteriorating.

(b) Street Address: 1303 N. ASH AVE

(c) Owners:
Anthony S. Leon and Pascual Leon
POST ON PROPERTY

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203

State of Kansas Revenue Dept
915 SW Topeka
Topeka, KS 66612

State of Kansas Labor Dept
915 SW Topeka
Topeka, KS 66612

City of Wichita
Neighborhood Improvement Services
332 Riverview
Wichita, KS 67203

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 14, 2016

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1303 N. ASH AVE

LEGAL DESCRIPTION: THE SOUTH 10 FEET LOT 42, ALL OF LOTS 44, 46 AND 48, ON ASH STREET, ELEVENTH ST. ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 22 x 36 feet in size. Vacant and open, this structure has damaged and missing vinyl siding; badly worn composition roof, with holes and missing shingles; badly deteriorated and missing soffit; exposed framing members; cracking concrete front porch and the 8x10 foot accessory shed is deteriorating.

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 open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. 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 Date
Enforcing Officer

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 SOUTH 10 FEET LOT 42, ALL OF LOTS 44, 46 AND 48, ON ASH STREET, ELEVENTH ST. ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1303 N. ASH AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 SOUTH 10 FEET LOT 42, ALL OF LOTS 44, 46 AND 48, ON ASH STREET, ELEVENTH ST. ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 1303 N. ASH AVE, 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 one-story frame dwelling about 22 x 36 feet in size. Vacant and open, this structure has damaged and missing vinyl siding; badly worn composition roof, with holes and missing shingles; badly deteriorated and missing soffit; exposed framing members; cracking concrete front porch and the 8x10 foot accessory shed is deteriorating.

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 **12th day of July 2016.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1610 N. GROVE AVE** and legally described as: **LOTS 10 AND 12, ON TYLER, NOW GROVE AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, KANSAS, 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 **September 13, 2016** 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 _____, 2016, 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 one-story frame dwelling about 28 x 53 feet in size. Vacant, this structure has a shifting and cracking block foundation; deteriorated aluminum siding; badly deteriorated, sagging composition roof; rotted and missing facia; rotted wood trim; detriorated front porch; and the 9x11 foot accessory shed is deteriorating.

(b) Street Address: 1610 N. GROVE AVE

(c) Owners:
Jeff Wright (aka: Jeffrey S. Wright)
15 Lewis Dr
Lowman, ID 83637-7043

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
525 N. Main
Wichita, KS 67203

Jennifer Wright (aka: Jennifer Onsarigo)
1520 N. Maybelle
Wichita, KS 67212

Michelle A. McDermott (aka: Michelle Roach)
11434 NE Fargo St
Portland, OR 97220

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 14, 2016

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1610 N. GROVE AVE

LEGAL DESCRIPTION: LOTS 10 AND 12, ON TYLER, NOW GROVE AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 28 x 53 feet in size. Vacant, this structure has a shifting and cracking block foundation; deteriorated aluminum siding; badly deteriorated, sagging composition roof; rotted and missing facia; rotted wood trim; detriorated front porch; and the 9x11 foot accessory shed is deteriorating.

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 Date
Enforcing Officer

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: **LOTS 10 AND 12, ON TYLER, NOW GROVE AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1610 N. GROVE AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOTS 10 AND 12, ON TYLER, NOW GROVE AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS., commonly known as: 1610 N. GROVE AVE, 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 one-story frame dwelling about 28 x 53 feet in size. Vacant, this structure has a shifting and cracking block foundation; deteriorated aluminum siding; badly deteriorated, sagging composition roof; rotted and missing facia; rotted wood trim; detriorated front porch; and the 9x11 foot accessory shed is deteriorating.

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 **12th day of July 2016.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2527 N. GENTRY DR** and legally described as: **LOT 11, BLOCK E, MONA-LYNN ESTATES, AN ADDITION TO 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 **September 13, 2016** 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 _____, 2016, 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 one-story frame dwelling about 50 x 30 feet in size. Vacant, this structure has shifting basement walls; failing veneer brick siding; deteriorated front and rear porches; rotted fascia and wood trim; and the 8 x 10 accessory structure is deteriorated.

(b) Street Address: 2527 N. GENTRY DR

(c) Owners:
Wells Fargo Bank NA
3476 Stateview Blvd
Fort Mill, SC 29715-7203

(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 14, 2016

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2527 N. GENTRY DR

LEGAL DESCRIPTION: LOT 11, BLOCK E, MONA-LYNN ESTATES, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 50 x 30 feet in size. Vacant, this structure has shifting basement walls; failing veneer brick siding; deteriorated front and rear porches; rotted fascia and wood trim; and the 8 x 10 accessory structure is deteriorated.

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.

D. The building has parts, which are so attached that they may fall and injure other property or the public.

E. 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 Date
Enforcing Officer

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: **LOT 11, BLOCK E, MONA-LYNN ESTATES, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **2527 N. GENTRY DR** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOT 11, BLOCK E, MONA-LYNN ESTATES, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 2527 N. GENTRY DR, 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 one-story frame dwelling about 50 x 30 feet in size. Vacant, this structure has shifting basement walls; failing veneer brick siding; deteriorated front and rear porches; rotted fascia and wood trim; and the 8 x 10 accessory structure is deteriorated.

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 **12th day of July 2016.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1111 N. CARLOS AVE** and legally described as: **LOTS 1022 AND 1024, ON CARLOS AVENUE, GREIFFENSTEIN'S TWELFTH 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 **September 13, 2016** 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 _____, 2016, 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 22 x 54 feet in size. Vacant for at least two months, this structure has a shifting and cracking block foundation; sagging and badly deteriorated metal and composition roof, with holes; badly deteriorated, rotted front porch; rotted soffit, fascia and wood trim; and the 12 x 16 foot accessory garage is dilapidated.

(b) Street Address: 1111 N. CARLOS AVE

(c) Owners:
US Bank NA
As Trustee for Conseco Finance Home Equity Loan Trust 2001-C
7360 S. Kyrene Rd T-111
Tempe, AZ 85283

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 14, 2016

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1111 N. CARLOS AVE

LEGAL DESCRIPTION: LOTS 1022 AND 1024, ON CARLOS AVENUE, GREIFFENSTEIN'S TWELFTH ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 22 x 54 feet in size. Vacant for at least two months, this structure has a shifting and cracking block foundation; sagging and badly deteriorated metal and composition roof, with holes; badly deteriorated, rotted front porch; rotted soffit, fascia and wood trim; and the 12 x 16 foot accessory garage is dilapidated.

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 Date
Enforcing Officer

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: **LOTS 1022 AND 1024, ON CARLOS AVENUE, GREIFFENSTEIN'S TWELFTH ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1111 N. CARLOS AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOTS 1022 AND 1024, ON CARLOS AVENUE, GREIFFENSTEIN'S TWELFTH ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 1111 N. CARLOS AVE, 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 22 x 54 feet in size. Vacant for at least two months, this structure has a shifting and cracking block foundation; sagging and badly deteriorated metal and composition roof, with holes; badly deteriorated, rotted front porch; rotted soffit, fascia and wood trim; and the 12 x 16 foot accessory garage is dilapidated.

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 **12th day of July 2016.**

_____
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 15 and 22, 2016
RESOLUTION NO. 16-189

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: **LOTS 46 AND 48, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1302 N. ESTELLE AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOTS 46 AND 48, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS., commonly known as: 1302 N. ESTELLE AVE, 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 one-story frame dwelling about 38 x 36 feet in size. Vacant and open, this structure has a shifting and cracking block foundation with missing blocks; badly worn composition roof; and rotted soffit, fascia and 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 **12th day of July 2016.**

_____
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 15 and 22, 2016
RESOLUTION NO. 16-190

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 SOUTH 10 FEET LOT 42, ALL OF LOTS 44, 46 AND 48, ON ASH STREET, ELEVENTH ST. ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1303 N. ASH AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 SOUTH 10 FEET LOT 42, ALL OF LOTS 44, 46 AND 48, ON ASH STREET, ELEVENTH ST. ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 1303 N. ASH AVE, 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 one-story frame dwelling about 22 x 36 feet in size. Vacant and open, this structure has damaged and missing vinyl siding; badly worn composition roof, with holes and missing shingles; badly deteriorated and missing soffit; exposed framing members; cracking concrete front porch and the 8x10 foot accessory shed is deteriorating.

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 **12th day of July 2016.**

_____
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 15 and 22, 2016
RESOLUTION NO. 16-191

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: **LOTS 10 AND 12, ON TYLER, NOW GROVE AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1610 N. GROVE AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOTS 10 AND 12, ON TYLER, NOW GROVE AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS., commonly known as: 1610 N. GROVE AVE, 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 one-story frame dwelling about 28 x 53 feet in size. Vacant, this structure has a shifting and cracking block foundation; deteriorated aluminum siding; badly deteriorated, sagging composition roof; rotted and missing facia; rotted wood trim; detriorated front porch; and the 9x11 foot accessory shed is deteriorating.

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 **12th day of July 2016.**

_____
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 15 and 22, 2016
RESOLUTION NO. 16-192

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: **LOT 11, BLOCK E, MONA-LYNN ESTATES, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **2527 N. GENTRY DR** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOT 11, BLOCK E, MONA-LYNN ESTATES, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 2527 N. GENTRY DR, 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 one-story frame dwelling about 50 x 30 feet in size. Vacant, this structure has shifting basement walls; failing veneer brick siding; deteriorated front and rear porches; rotted fascia and wood trim; and the 8 x 10 accessory structure is deteriorated.

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 **12th day of July 2016.**

_____
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 15 and 22, 2016
RESOLUTION NO. 16-193

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: **LOTS 1022 AND 1024, ON CARLOS AVENUE, GREIFFENSTEIN'S TWELFTH ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **1111 N. CARLOS AVE** 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 **12th day of July 2016**, 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 **13th day of September 2016,** 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 LOTS 1022 AND 1024, ON CARLOS AVENUE, GREIFFENSTEIN'S TWELFTH ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 1111 N. CARLOS AVE, 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 22 x 54 feet in size. Vacant for at least two months, this structure has a shifting and cracking block foundation; sagging and badly deteriorated metal and composition roof, with holes; badly deteriorated, rotted front porch; rotted soffit, fascia and wood trim; and the 12 x 16 foot accessory garage is dilapidated.

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 **12th day of July 2016.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

Agenda Item No. II-10

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Transfer of the Wichita Mausoleum (All Districts)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Acknowledge transfer of property by court order.

Background: Beginning in 1917, and for decades thereafter, the Wichita Mausoleum located within Highland Cemetery on the northwest corner of 9th and Hillside served as a final resting place for many Wichita families, including several prominent in the City's history. Operated by the Wichita Mausoleum Association for several years, Intrust Bank and its predecessors have served as the operating agent and trustee of the permanent funds of the association since 1938. There are no records documenting any formal activity by, or on behalf of, the members or the Board of Directors of the Wichita Mausoleum Association after 1977. The conservative investment requirements of its perpetual trust fund, coupled with escalating maintenance costs, has depleted the funds available for continued maintenance. Kansas state statute requires that a cemetery or mausoleum, which can no longer be self-sufficient reverts for control and maintenance to the municipality in which it is found. Therefore, a District Court order dissolving the perpetual care trust of the Wichita Mausoleum has directed a reversion of the property to the City of Wichita.

Analysis: Public policy and explicit state statute require that locations used for public internment shall not be abandoned, and shall, by default, be maintained by the municipalities in which they are found. This inevitable transfer to the City is accompanied by the closing balance of the existing trust fund. The current trustee, Intrust Bank, appears to have maintained the building in as good of condition as possible with the funds available, leaving the City with some initial maintenance requirements.

Financial Considerations: The final accounting approved by the court shows the sum of $10,000 transferred to the City for maintenance of this property. These funds have been deposited to, and will ultimately be expended from, the City Special Revenue Fund used to operate the three other cemeteries, which the City has acquired under an identical process. The ongoing costs may be trimmed by operation al efficiencies the City may be able to employ and reliance in at least some measure on the City's ability to self-insure.

Legal Considerations: The Law Department has reviewed all court documentation and has found it to be in order. City legal staff participated in the court proceedings to insure that the specific tort claims protection for the City allowed by statute was retained.

Recommendations/Actions: It is recommended that the City Council acknowledge court transfer of the Wichita Mausoleum property to City ownership, and direct City staff to evaluate and appropriately assign internally the maintenance obligations.

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Grant of Right-of-Way across City-Owned Property Located Between Oliver and Woodlawn (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the grant of right-of-way.

Background: Westar, also known as Kansas Gas and Electric (KG&E), has an existing transmission line located along the north side of the former rail corridor, now developed as the Redbud Trail, from Oliver to Woodlawn. KG&E has a project to upgrade and replace the transmission poles in the corridor. The existing easements are not wide enough to accommodate the planned work and expansion would require the removal of numerous trees. KG&E has proposed acquiring a new permit sufficient to accommodate the proposed project.

Analysis: The easements impact a total of 119,269 square feet. The new alignment follows the north boundary of the rail corridor but stays south of the privately owned trees on adjacent properties. The new line is north of the pedestrian/bicycle path at the center of the corridor and has no impact on its utilization. If any future public use requires the relocation of the lines, KG&E will relocate the lines at its own cost. The impacted area was valued based on estimated fee simple values of similar property in the area. KG&E has offered $196,793.85 for the permit. This equates to $1.65 per square foot.

Financial Considerations: The City will receive $196,793.85 less expenses associated with the transaction. The corridor was donated to the City upon vacation by the railroad. The corridor is maintained by the Park Department as part of the bicycle/pedestrian path system. The funds from the transaction will go to the General Fund or as directed.

Legal Considerations: The Law Department has reviewed and approved the grant of right-of-way as to form.

Recommendation/Action: It is recommended that the City Council approve the grant of right-of-way and authorize all necessary signatures.

Attachments: Grant of right-of-way 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 permit 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 utilized by Grantor situated in Sedgwick County, State of Kansas, and described as follows:

A tract of land in the Southeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence bearing South 88°44'26" West along the North line of said Southeast Quarter for a distance of 340.00 feet; thence perpendicular to the North line of said Southeast Quarter bearing South 01°15'34" East for a distance of 35.00 feet to the Point of Beginning being on the North line of Reserve D, Ken-Mar Addition, to Wichita, Kansas; thence continuing bearing South 01°15'34" East for a distance of 36.00 feet; thence bearing North 88°44'26" East parallel with the North line of said Reserve D for a distance of 95.00 feet; thence bearing North 82°40'38" East for a distance of 246.15 feet to the East line of said Southeast Quarter; thence bearing North 00°58'27" West along the East line of said Southeast Quarter for a distance of 10.00 feet; thence bearing South 88°44'26" West along the extended North line of said Reserve D and the North line of said Reserve D for a distance of 339.83 feet to the Point of Beginning.

A tract of land in the Southwest Quarter of Section 12 and the Southeast Quarter of Section 12, Township 27 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence bearing South 00°58'27" East along the West line of said Southwest Quarter for a distance of 12.09 feet to the Point of Beginning; thence bearing North 82°41'53" East for a distance of 98.93 feet; thence bearing South 89°41'02" East for a distance of 229.80 feet; thence bearing North 88°38'41" East for a distance of 487.47 feet; thence bearing North 88°57'29" East for a distance of 1040.54 feet; thence bearing North 88°59'30" East for a distance of 541.73 feet; thence bearing North 89°12'37" East for a distance of 260.33 feet to a point on the East line of said Southwest Quarter also being the West line of said Southeast Quarter; thence bearing South 89°52'53" East for a distance of 241.96 feet; thence bearing South 89°35'22" East for a distance of 168.22 feet; thence bearing North 89°20'26" East for a distance of 261.95 feet; thence bearing North 88°58'02" East for a distance of 545.16 feet; thence bearing North 88°43'54" East for a distance of 760.53

feet; thence bearing North 88°32'26" East for a distance of 299.70 feet; thence bearing North 88°43'54" East for a distance of 233.15 feet; thence bearing North 70°47'56" East for a distance of 33.38 feet to a point on the South line of Lot 16, Block 5, Womers Crestview Heights Addition, to Wichita, Sedgwick County, Kansas also being the North line of said Southeast Quarter; thence bearing North 89°00'29" East along the North line of said Southeast Quarter for a distance of 88.07 feet; thence bearing South 71°39'53" West for a distance of 105.51 feet; thence bearing North 18°27'37" West for a distance of 5.35 feet; thence bearing South 88°43'54" West for a distance of 250.54 feet; thence bearing South 01°16'06" East for a distance of 4.00 feet; thence bearing South 88°43'54" West for a distance of 299.69 feet; thence bearing South 89°06'38" West for a distance of 247.63 feet; thence bearing South 88°36'17" West for a distance of 512.98 feet; thence bearing South 88°51'27" West for a distance of 261.40 feet; thence bearing South 88°58'02" West for a distance of 283.80 feet; thence bearing South 89°49'31" West for a distance of 430.31 feet; thence bearing South 88°48'57" West for a distance of 241.80 feet to a point on the West line of said Southeast Quarter also being the East line of said Southwest Quarter; thence bearing South 89°08'12" West for a distance of 801.95 feet; thence bearing South 88°54'10" West for a distance of 1040.54 feet; thence bearing South 89°03'22" West for a distance of 648.30 feet; thence bearing South 82°28'07" West for a distance of 168.38 feet to a point on the West line of said Southwest Quarter; thence bearing North 00°58'27" West along the West line of said Southwest Quarter for a distance of 32.91 feet to the Point of Beginning.

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 permit 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 permit herein granted for any public purpose or should Grantor's rights to the real property be cancelled pursuant to the terms of the National Trail Systems Act, 16 U.S.C. Sections 1241-1251, 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 permit 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 _____, 2016.

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

Approximate Westar Easement

Legend

- Parcels

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

1: 555

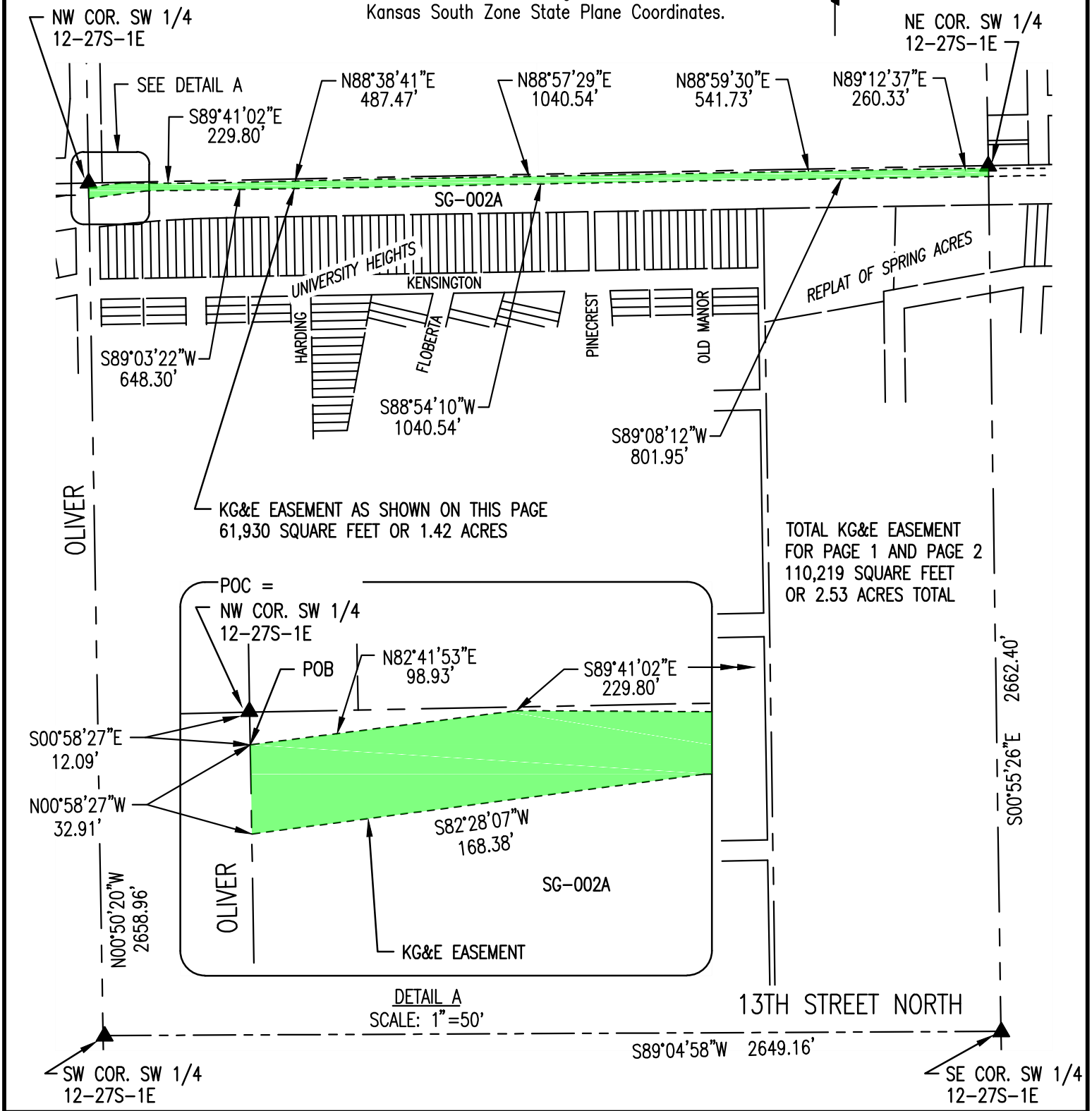
EXHIBIT A

PAGE 1 OF 2

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.

LEGEND

= SECTION LINE
= PROPERTY LINE
= EASEMENT LINE
▲ = SECTION CORNER



PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

69.75
NORTHEAST TO KENMAR
TRANSMISSION LINE

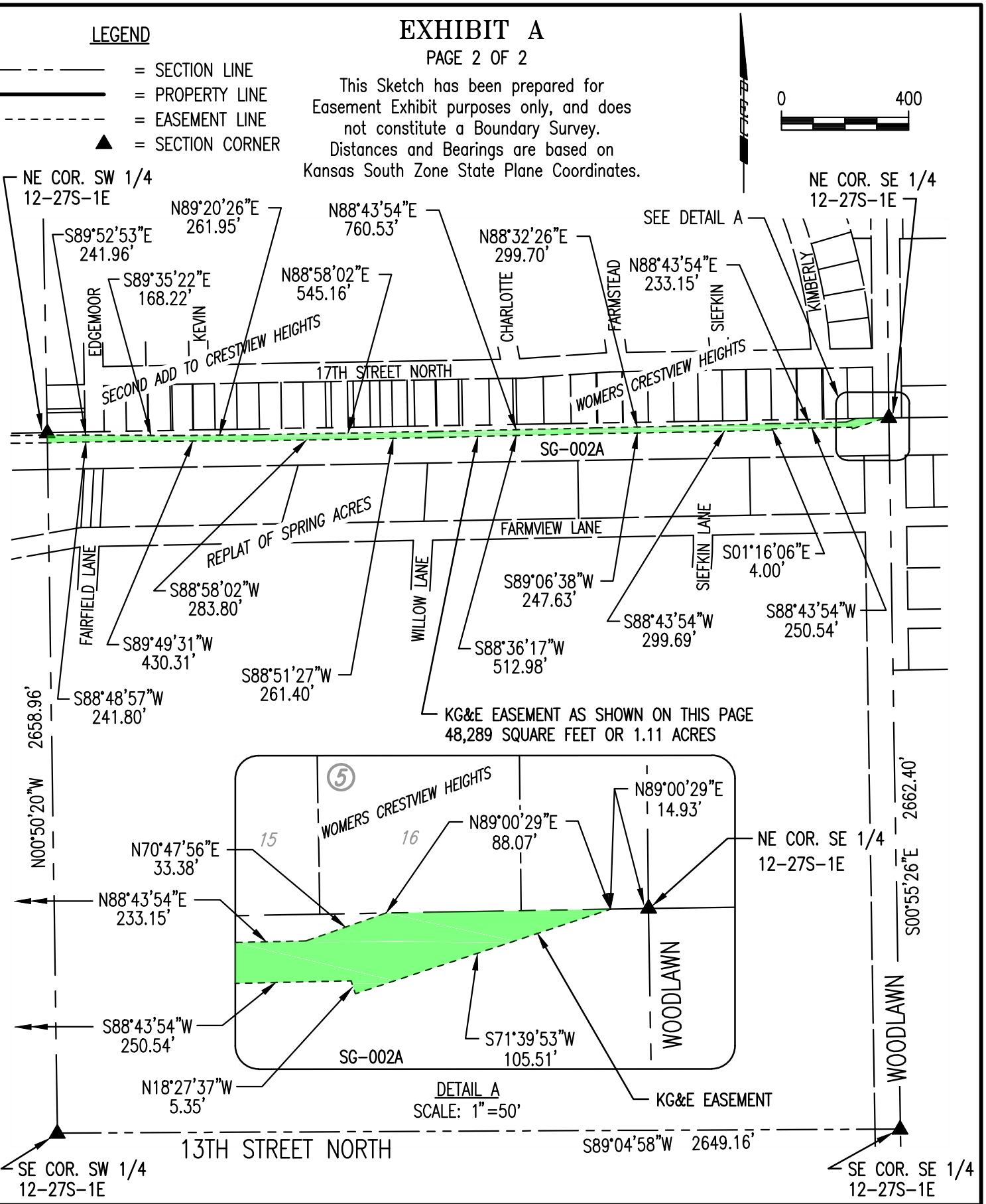
Westar Energy

COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-067
SEDGWICK	CITY OF WICHITA	SG-002A	DATE: FEB. 12, 2016

EXHIBIT A

PAGE 2 OF 2

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.



PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com	69.75 NORTHEAST TO KENMAR TRANSMISSION LINE			Westar Energy
	COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-067
	SEDGWICK	CITY OF WICHITA	SG-002A	DATE: FEB. 12, 2016

EXHIBIT A

February 12, 2016

KANSAS GAS AND ELECTRIC COMPANY
NORTHEAST TO KENMAR 69.75
TRACTS SG-002A
OWNER: THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southwest Quarter of Section 12 and the Southeast Quarter of Section 12, Township 27 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence bearing South 00°58'27" East along the West line of said Southwest Quarter for a distance of 12.09 feet to the Point of Beginning; thence bearing North 82°41'53" East for a distance of 98.93 feet; thence bearing South 89°41'02" East for a distance of 229.80 feet; thence bearing North 88°38'41" East for a distance of 487.47 feet; thence bearing North 88°57'29" East for a distance of 1040.54 feet; thence bearing North 88°59'30" East for a distance of 541.73 feet; thence bearing North 89°12'37" East for a distance of 260.33 feet to a point on the East line of said Southwest Quarter also being the West line of said Southeast Quarter; thence bearing South 89°52'53" East for a distance of 241.96 feet; thence bearing South 89°35'22" East for a distance of 168.22 feet; thence bearing North 89°20'26" East for a distance of 261.95 feet; thence bearing North 88°58'02" East for a distance of 545.16 feet; thence bearing North 88°43'54" East for a distance of 760.53 feet; thence bearing North 88°32'26" East for a distance of 299.70 feet; thence bearing North 88°43'54" East for a distance of 233.15 feet; thence bearing North 70°47'56" East for a distance of 33.38 feet to a point on the South line of Lot 16, Block 5, Womers Crestview Heights Addition, to Wichita, Sedgwick County, Kansas also being the North line of said Southeast Quarter; thence bearing North 89°00'29" East along the North line of said Southeast Quarter for a distance of 88.07 feet; thence bearing South 71°39'53" West for a distance of 105.51 feet; thence bearing North 18°27'37" West for a distance of 5.35 feet; thence bearing South 88°43'54" West for a distance of 250.54 feet; thence bearing South 01°16'06" East for a distance of 4.00 feet; thence bearing South 88°43'54" West for a distance of 299.69 feet; thence bearing South 89°06'38" West for a distance of 247.63 feet; thence bearing South 88°36'17" West for a distance of 512.98 feet; thence bearing South 88°51'27" West for a distance of 261.40 feet; thence bearing South 88°58'02" West for a distance of 283.80 feet; thence bearing South 89°49'31" West for a distance of 430.31 feet; thence bearing South 88°48'57" West for a distance of 241.80 feet to a point on the West line of said Southeast Quarter also being the East line of said Southwest Quarter; thence bearing South 89°08'12" West for a distance of 801.95 feet; thence bearing South 88°54'10" West for a distance of 1040.54 feet; thence bearing South 89°03'22" West for a distance of 648.30 feet; thence bearing South 82°28'07" West for a distance of 168.38 feet to a point on the West line of said

Southwest Quarter; thence bearing North 00°58'27" West along the West line of said Southwest Quarter for a distance of 32.91 feet to the Point of Beginning.

Encompassing 110,219 square feet or 2.53 acres more or less.

CHARLES W. BROOKSHER
LICENSED
2-12-16
LS-1281
KANSAS
LAND SURVEYOR

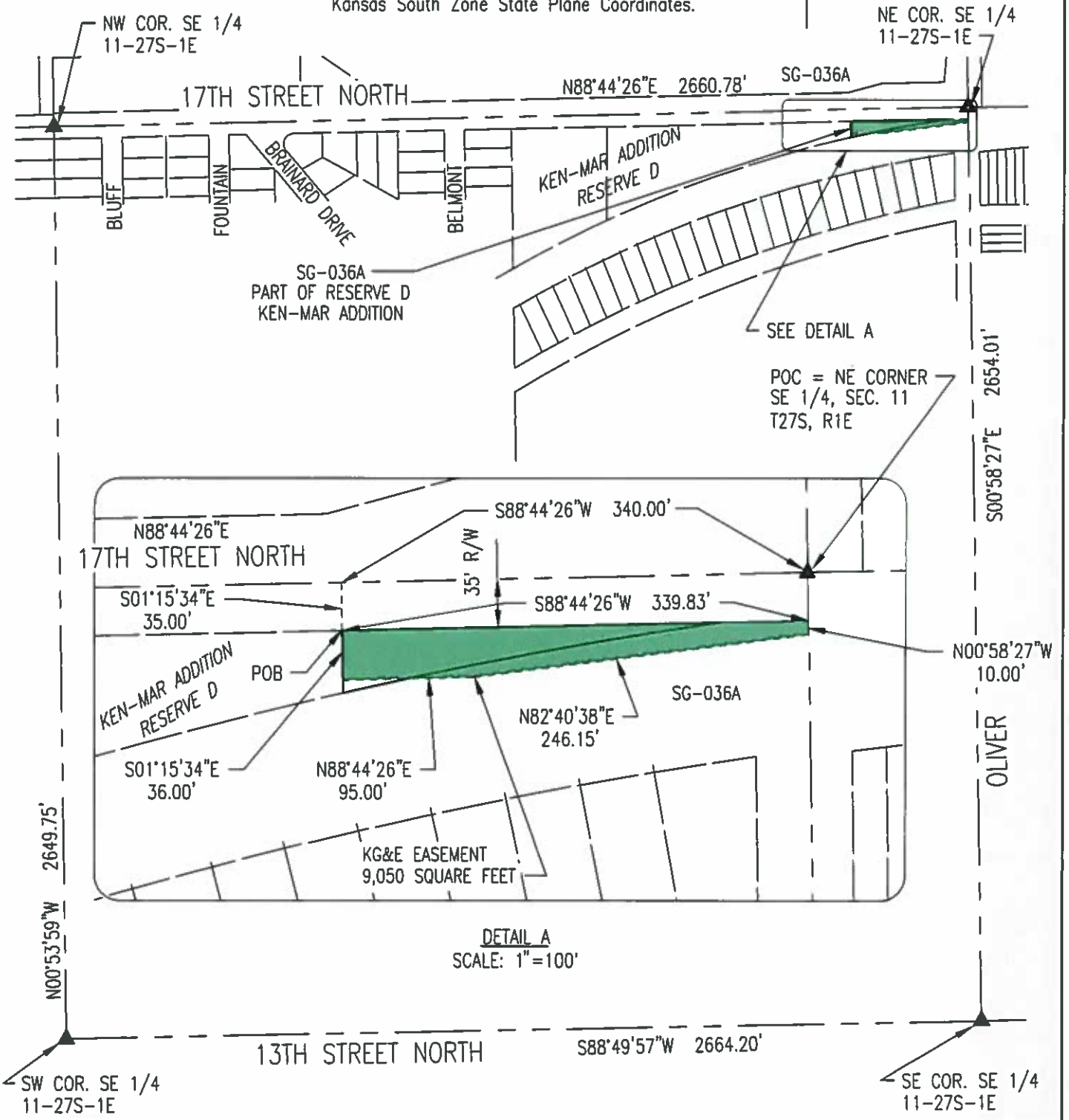
Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-064

EXHIBIT A

LEGEND

= SECTION LINE
= PROPERTY LINE
= EASEMENT LINE
▲ = SECTION CORNER

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"=100'

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com	69.75 NORTHEAST TO KENMAR TRANSMISSION LINE			Westar Energy.
	COUNTY	OWNER	TRACT. NO.	PROJ. NO. 14-067
	SEDGWICK	CITY OF WICHITA	SG-036A	DATE: NOV. 04, 2015

EXHIBIT A

November 04, 2015

KANSAS GAS AND ELECTRIC COMPANY
NORTHEAST TO KENMAR 69.75
TRACTS SG-036A
OWNER: THE CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principle Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence bearing South 88°44'26" West along the North line of said Southeast Quarter for a distance of 340.00 feet; thence perpendicular to the North line of said Southeast Quarter bearing South 01°15'34" East for a distance of 35.00 feet to the Point of Beginning being on the North line of Reserve D, Ken-Mar Addition, to Wichita, Kansas; thence continuing bearing South 01°15'34" East for a distance of 36.00 feet; thence bearing North 88°44'26" East parallel with the North line of said Reserve D for a distance of 95.00 feet; thence bearing North 82°40'38" East for a distance of 246.15 feet to the East line of said Southeast Quarter; thence bearing North 00°58'27" West along the East line of said Southeast Quarter for a distance of 10.00 feet; thence bearing South 88°44'26" West along the extended North line of said Reserve D and the North line of said Reserve D for a distance of 339.83 feet to the Point of Beginning.

Encompassing 9,050 square feet more or less.

CHARLES W. BROOKSHER
LICENSED
11/10/15
LS-1281
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-064

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Sale of City-owned Property at 21st Street North and I-135 (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In the early 1970's the City of Wichita acquired land in the 1400 and 1500 block of 21st Street North for the construction of the I-135 and 21st Street North Interchange. The acquisitions were funded 10% by the Kansas Department of Transportation (KDOT) and 90% by the Federal Highway Administration (FHWA). Because of their participation in the purchase, approval from KDOT and FHWA is required before the property can be sold. In 2002, the interchange was reconfigured with a smaller foot print resulting in approximately nine acres of land lying outside the immediate right of way boundaries. The property is currently undeveloped except for an approximately 40,000 square foot parking lot located in the north portion of the parcel. The property is currently not zoned. Surrounding land is zoned Heavy Industrial. The property is identified as part of the Central Subarea of the 21st Street North Corridor Revitalization Plan (the Plan). The Plan recommends that the site not be developed for heavy industrial uses. The contract buyer of the land contiguous to this parcel has inquired as to its availability.

Analysis: KDOT and FHWA have reviewed the City's request to market the property and have approved the request. The property was acquired specifically for highway construction so the City does not have clear title. This necessitates that any transfer of the property be by quit claim rather than warranty deed. Any sale will be contingent on a future use in accordance with the recommendations of the Plan. Appropriate City departments have reviewed the parcel being proposed for sale and have requested that 100 feet be retained adjacent to 21st Street North and 80 feet be retained adjacent to the drainage way on the east. These retentions reduce the size of the site being sold to approximately 7.4 acres. A purchaser will be required to have a survey prepared.

Financial Considerations: The cash consideration for the sale of the property will be divided between KDOT and FHWA in proportions equal to the initial contribution for purchase. The sale of the property to a private party will place additional value into the tax base and relieve the City of the cost of maintenance.

Legal Considerations: Any agreement for sale will be provided to Law 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 for a period of not less than 45 days.

Attachments: Aerial map.

Surplus Parcel - 21st Street and I-135

Legend

- Parcels

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

1: 2,707

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Amending Resolution for Improvements to 9th Street, I-135 to Hillside (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On April 19, 2016, the City Council adopted Resolution No. 16-083 for paving improvements to 9th Street from I-135 to Hillside. A review of the resolution has revealed a technical error, which must be corrected.

Analysis: The project description on the resolution listed the wrong location. An amending resolution to correct the project description has been prepared.

An additional review step has been added in processing to prevent errors such as this in the future.

Financial Considerations: The project budget remains $35,000 for the paving improvements.

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

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

Attachment: Amending resolution.

RESOLUTION NO. 16-184

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY, AND REPEALING RESOLUTION NO. 16-083

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

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

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

Preliminary design of improvements and staff oversight to 9th Street, from I-135 to Hillside, as necessary for a major traffic facility (472-85287).

(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; and

WHEREAS, Resolution No. 16-083 of the City of Wichita, adopted on April 19, 2016, incorrectly described the Project and the Project location, due to an erroneous reference to I-235 rather than I-135;

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 **$35,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Repeal of Resolution No. 16-083. Resolution No. 16-083, adopted April 19, 2016, is hereby repealed.

Section 3. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimbursed expenditures made on or after the date which is 60 days before the date of Resolution No. 16-083, pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

RESOLUTION NO. 16-___

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY, AND REPEALING RESOLUTION NO. 16-083

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

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

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

Preliminary design of improvements and staff oversight to 9th Street, from I-135 to Hillside, as necessary for a major traffic facility (472-85287).

(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; and

WHEREAS, Resolution No. 16-083 of the City of Wichita, adopted on April 19, 2016, incorrectly described the Project and the Project location, due to an erroneous reference to I-235 rather than I-135;

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 **$35,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Repeal of Resolution No. 16-083. Resolution No. 16-083, adopted April 19, 2016, is hereby repealed.

Section 3. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimbursed expenditures made on or after the date which is 60 days before the date of Resolution No. 16-083, pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on July __, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magaña, Director of Law and
City Attorney

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Revised Budget for 2016 Outsourced Pavement Preservation Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget, adopt the amending resolutions, and waive City Council Policy No. 2 regarding the use of project savings to allow the transfer of funds.

Background: On January 19, 2016, the City Council approved the 2016 Outsourced Pavement Preservation Program (OP3), which provides for privatized street maintenance work, including concrete and asphalt pavement repair and reconstruction, curb and gutter repair and replacement, various asphalt surface treatments, crack sealing, and thermal crack repair. The OP3 supplements the work performed by City crews and is submitted for the City Council's approval on an annual basis.

Analysis: The crosswalk at the intersection of 1st Street and Wichita is in need of reconstruction to increase pedestrian safety. The crosswalk will be relocated and upgraded to meet current Americans with Disabilities Act (ADA) guidelines. Additional traffic signs will also be added to provide advance warning of the crosswalk.

The median on Central Avenue, near the 9000 block of west Central, is also in need of reconstruction to add a dedicated left turn lane. The current median layout is preventing left turn lanes into a nearby business. The contractor will remove the existing median and reconstruct to include a dedicated left turn lane and new pavement markings.

This work was not in the original scope of the project. A change order has been prepared for cost of the extra work that is not to exceed $48,822.

Financial Considerations: The existing budget of $8,000,000 was approved by the City Council on January 19, 2016. Staff proposes adding $55,000 from the Central and Norman intersection repair project to fund the change order and final adjustments to quantities based on final field measurements. The $55,000 offset in general obligation funding in the Central and Norman project is due to lower than anticipated bid prices. Staff requests waiver of City Council Policy No. 2 regarding the use of project savings to allow this transfer of funds. The total revised budget would be $8,055,000.

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

Recommendation/Actions: It is recommended that the City Council adopt the amending resolutions, approve the revised budget, waive City Council Policy No. 2 regarding the use of project savings to allow for the transfer of funds, and authorize the necessary signatures.

Attachments: Amending resolutions, change order, and budget sheets.

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

June 1, 2016

CHANGE ORDER

To: PPJ Construction Inc.

Change Order No.: 1
Purchase Order No.: PO640417
CHARGE TO OCA No.: 707094

Project: 2016 Outsourced Pavement Preservation Program CIP Concrete Street Repairs, Phase 1
Project No.: 472-85260
OCA No.: 707094/620837/133116
PPN: 211551

Please perform the following extra work at a cost not to exceed $ 48,822.00
Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work: Relocate crosswalk and install new signage.

Reason for Additional Work: The current crosswalk located the intersection of 1st Street North and Wichita Street will be relocated further north to increase safety for pedestrians. The contractor will need to remove the existing crosswalk, rebuild median, and then relocate new crosswalk north of the existing. New wheelchair ramps, signage, and pavement markings will also be installed.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
New	Remove Existing Wheelchair Ramps	Negot'd	2.0 ea	$400.00	$800.00
New	Wheelchair Ramps (8' Wide)	Negot'd	2.0 ea	$600.00	$1,200.00
New	Remove Curb, Fill Median w/Asphalt	Negot'd	1.0 LS	$1,900.00	$1,900.00
New	Install New Median Crosswalk New Curb	Negot'd	1.0 LS	$3,500.00	$3,500.00
New	Remove Replace Sidewalk	Negot'd	1.0 LS	$3,500.00	$3,500.00
New	Protection Curb	Negot'd	1.0 LS	$800.00	$800.00
New	Pavement Marking Removal	Negot'd	1.0 LS	$1,500.00	$1,500.00
New	Pavement Markings	Negot'd	1.0 LS	$1,200.00	$1,200.00
New	Traffic Control	Negot'd	1.0 LS	$2,800.00	$2,800.00
New	Fescue Sod	Negot'd	1.0 LS	$1,200.00	$1,200.00
New	Irrigation Repair/Relocate	Negot'd	1.0 LS	$2,100.00	$2,100.00
New	Signage	Negot'd	1.0 LS	$1,500.00	$1,500.00

Additional Work: Reconstruct median on Central Avenue to add dedicated left turn lane.

Reason for Additional Work: The current median layout is preventing left turn lanes into a business located at 9000 West Central Avenue. The contractor will remove the existing median and reconstruct to include a dedicated left turn lane. New pavement markings will also be installed.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
New	Median Removal	Negot'd	389.0 sy	$8.00	$3,112.00
New	Combined Curb and Gutter	Negot'd	160.0 lf	$20.00	$3,200.00
New	Concrete Pavement (8")	Negot'd	257.0 sy	$50.00	$12,850.00
New	Median Concrete (4")	Negot'd	905.0 sf	$4.00	$3,620.00
New	Median Nose	Negot'd	2.0 ea	$500.00	$1,000.00

New	Pavement Marking Removal	Negot'd	292.0 lf	$5.00	$1,460.00
New	Left Turn Arrow	Negot'd	1.0 ea	$600.00	$600.00
New	4" Yellow or White Paint Pavement Markings	Negot'd	170.0 lf	$4.00	$680.00
New	6" Yellow or White Paint Pavement Markings	Negot'd	50.0 lf	$6.00	$300.00

CIP Budget Amount:	**$950,000.00 (707094)** $120,000.00 (620837) $150,000.00 (133116)	**Original Contract Amt.:**	**$533,000.00**
Consultant: Staff		**Current CO Amt.:**	**$48,822.00**
Total Exp. & Encum. To Date:	**$866,176.24**	**Amt. of Previous CO's:**	**$0.00**
		Total of All CO's:	**$48,822.00**
CO Amount:	**$48,822.00**		
Unencum. Bal. After CO:	**$35,001.76**	**Adjusted Contract Amt.:**	**$581,822.00**

Recommended By:

Steve Degenhardt, P.E. Date
Construction Division Manager

Approved:

Gary Janzen, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Alan King Date
Director of Public Works & Utilities

Approved:

Robert Layton Date
City Manager

Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2016 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: See Notes

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: 7-12-16 REQUEST DATE:

PROJECT # : 211551 PROJECT TITLE: 2016 CIP Outsourced Pavement Preservation

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 2016 CIP Outsourced Pavement Preservation

OCA # : 707094 OCA TITLE: 2016 CIP Outsourced Pavement Preservation

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Aaron Henning PHONE #: 268-4001

( ) NEW BUDGET (•) REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$2,180,000.00	$55,000.00	$2,235,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$2,180,000.00	$55,000.00	$2,235,000.00

Expense Object Level 3			
2999 Contractuals	$2,180,000.00	$55,000.00	$2,235,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$2,180,000.00	$55,000.00	$2,235,000.00

NOTES:

Engineering Project Numbers 472-85260 through 472-85264

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 06/20/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Troy Sexton DATE: 6/16/16

CITY MANAGER: DATE:

RESOLUTION NO. ___-_____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 16-019 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. 16-019** of the City (the "Prior Resolution"), authorized the following described public improvements:

2016 CIP Outsourced Pavement Preservation, to include:

Costs of concrete pavement maintenance (472-85260, 472-85261, 472-85262, 472-85263, 472-85264) at various locations throughout the City,

Cost of micro surfacing maintenance (472-85267) at various locations throughout the City, and

Thermal Crack maintenance (472-85265, 472-85266) at various locations throughout the Ctiy.

(the "Project") and provided 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; and,

WHEREAS, the Governing Body desires to expand the scope of the Project by adding work to relocate and upgrade the crosswalk at Wichita and 1st Streets and to reconstruct a median and add a dedicated left turn lane and new pavement markings in the vicinity of the 9000 block of West Central (such work, together with the work described in the original Project, to constitute and be referred to as "the Amended Project").

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. Amended Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$4,055,000** 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 the Project on or after the date which was 60 days before **January 19, 2016**, to the extent of the Bonds authorized under the original version of **Resolution No. 16-019**, and to reimburse expenditures made on the Amended Project on or after the date which was 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 2. Repealer; Ratification. ***Sections 1 and 2*** of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

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

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian R. McLeod
for Jennifer Magaña, City Attorney and Director of Law

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85238

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 7-12-16 REQUEST DATE:

PROJECT #.: 211548 PROJECT TITLE: Central & Norman

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Central & Norman

OCA # : 707091 OCA TITLE: Central & Norman

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$150,000.00	($55,000.00)	$95,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$150,000.00	($55,000.00)	$95,000.00

Expense Object Level 3			
2999 Contractuals	$150,000.00	($55,000.00)	$95,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$150,000.00	($55,000.00)	$95,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jarvis DATE: 06/20/16

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: Troy Tinsley DATE: 6/16/16

CITY MANAGER: DATE:

RESOLUTION NO. ____-_____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-315 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. 15-315** of the City (the "Prior Resolution"), authorized the following described public improvements:

Construction of improvements to Central and Norman Intersection (472-85238).

(the "Project") and provided 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; and,

WHEREAS, due to lower than anticipated bid prices, the cost of the Project was less than the amount originally approved for financing

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

Section 1. Amendment. ***Section 1*** of the Prior Resolution is hereby amended to read 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 **$95,000** in accordance with specifications prepared or approved by the City Engineer.

Section 2. Repealer; Ratification. ***Section 1*** of the Prior Resolutions is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

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

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 16-185

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 16-019 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. 16-019** of the City (the "Prior Resolution"), authorized the following described public improvements:

2016 CIP Outsourced Pavement Preservation, to include:

Costs of concrete pavement maintenance (472-85260, 472-85261, 472-85262, 472-85263, 472-85264) at various locations throughout the City,

Cost of micro surfacing maintenance (472-85267) at various locations throughout the City, and

Thermal Crack maintenance (472-85265, 472-85266) at various locations throughout the Ctiy.

(the "Project") and provided 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; and,

WHEREAS, the Governing Body desires to expand the scope of the Project by adding work to relocate and upgrade the crosswalk at Wichita and 1st Streets and to reconstruct a median and add a dedicated left turn lane and new pavement markings in the vicinity of the 9000 block of West Central (such work, together with the work described in the original Project, to constitute and be referred to as "the Amended Project").

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**. **Amended Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$4,055,000** 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 the Project on or after the date which was 60 days before **January 19, 2016**, to the extent of the Bonds authorized under the original version of **Resolution No. 16-019**, and to reimburse expenditures made on the Amended Project on or after the date which was 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 2. **Repealer; Ratification**. ***Sections 1 and 2*** of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 16-186

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-315 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. 15-315** of the City (the "Prior Resolution"), authorized the following described public improvements, and,

Construction of improvements to Central and Norman Intersection (472-85238).

(the "Project") and provided 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.

WHEREAS, due to lower than anticipated bid prices, the cost of the Project was less than the amount originally approved for financing

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

Section 1. **Amendment**. ***Section 1*** of the Prior Resolution is hereby amended to read 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 **$95,000** in accordance with specifications prepared or approved by the City Engineer.

Section 2. **Repealer; Ratification**. ***Section 1*** of the Prior Resolutions is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on July 12, 2016.

(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 12, 2016

TO: Mayor and City Council

SUBJECT: Over Estimate Bid Acceptance for Paving Improvements to Serve Krug South Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised estimate and acceptance of the lowest bid.

Background: On June 19, 2012, the City Council approved a petition for paving improvements to serve Krug South Addition. The project was bid for construction on May 20, 2016, with all bids exceeding the Engineer's Estimate. The petition approved on June 19, 2012 allows for an increase of the budget, if necessary, to keep up with inflation. This budget increase was approved by the City Council on June 7, 2016. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

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

The lowest bid received for the project exceeded the Engineer's Estimate by less than $8,500. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: Funding is available within the existing $167,310 budget, which was approved by the City Council on June 7, 2016. The project is funded by 100% special assessments.

Legal Considerations: This item has been reviewed and approved by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised estimate and acceptance of the lowest bid, and authorize the necessary signatures.

Attachments: Bid summary and map.

N CROOKED PINE CT
N BURNING TREE ST
N CASTLE ROCK ST
E ROCKHILL ST
E CHURCHILL CIR
N SPUTTRAIL ST
N WOODCREEK ST
E SUMMERFIELD CIR
N 143 RD STE

STORM SEWER/PAVING BID TABULATION SUMMARY

RQ640599

FB640103		Engineer's Construction Estimate	Conspec Inc. DBA Kansas Paving	APAC Inc. Kansas	Cornejo & Sons LLC
Stormwater Drain #319 468-84324 (751545)	Group 1	$72,330.00	$65,616.50	$76,038.50	$77,070.50
Steeplechase Circle 472-85058 (766360)	Group 2	$111,500.00	$119,963.00	$130,575.75	$133,260.61
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$183,830.00	$185,579.50	$206,614.25	$210,331.11
		Engineer's Construction Estimate	Pearson Construction LLC	Nowak Construction	Utilities Plus
Stormwater Drain #319 468-84324 (751545)	Group 1	$72,330.00	$89,142.50		
Steeplechase Circle 472-85058 (766360)	Group 2	$111,500.00	$116,112.60		
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$183,830.00	$205,255.10		
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Stormwater Drain #319 468-84324 (751545)	Group 1	$72,330.00			
Steeplechase Circle 472-85058 (766360)	Group 2	$119,963.00			
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$192,293.00			
		Engineer's Construction Estimate			
Stormwater Drain #319 468-84324 (751545)	Group 1	$72,330.00			
Steeplechase Circle 472-85058 (766360)	Group 2	$111,500.00			
Krug South Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$183,830.00			

Award 7-5-16 subject to City Council approval of new Engineer's Estimate and Budget authorization. Revised Engineer's Estimate $119,963.00 (Paving)

CHECKED BY: _____

REVIEWED BY: _____

Agenda Item No. II-16

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Edge Water 2nd Addition (District VI)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The landowner, R&R Realty, LLC, has submitted an agreement to respread special assessments within Edge Water 2nd Addition.

Analysis: The land was originally included in improvement districts for paving, sanitary sewer, storm water drain, and water main improvements. The purpose of the agreement is to respread special assessments on a fractional basis for each lot. Without the respread agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

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

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

Attachment: Respread agreement.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

R & R Realty, LLC,
A Kansas Limited Liability Company,

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer Main Improvements, Water Main Improvements on 45th St. N., Paving Improvements on 45th St. N., and Storm Water Drain Improvements, within the city limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 115 through 119, inclusive, Block A, (Key No. D-64070 through D-64074), and Lots 4 through 13, inclusive, Block D, (Key No. D-64174 through D-64183), all in Edge Water Addition, Wichita, Sedgwick County, Kansas, now platted as Lots 1 through 7, Block A, and Lots 1 through 5, Block B, Edge Water 2nd Addition, Wichita, Sedgwick County, Kansas, were part of the improvement district where said improvements have been made for the following City Projects:

Sanitary Sewer Main Improvements
Project No. 468-84364 (Main No. 24, Southwest Interceptor)

Storm Water Drain #326
Project No. 468-84353

Phase 1 Water Main Improvements on 45th St. N.
Project No. 448-90311

Phase 2 Water Main Improvements on 45th St. N.
Project No. 448-90312

Phase 1 Paving Improvements on 45th St. N.
Project No. 472-84587

Phase 2 Paving Improvements on 45th St. N.
Project No. 472-84588

2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 7, Block A, and Lots 1 through 5, Block B, Edge Water 2nd Addition shall each pay 1/12 of the total cost apportioned to the property described above.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives their rights to appeal the special assessments for the above mentioned projects (including the described reassessment) and agrees that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 20_____.

The City of Wichita, Kansas

By: _____
Jeff Longwell, Mayor
Party of the First Part

Attest:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me 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:

_____

APPROVED AS TO FORM:

_____
for Jennifer Magaña, City Attorney and Director of Law

Party of the Second Part:

R & R Realty, LLC

By: _____
Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: _____
Kevin M. Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the 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 above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 4th day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, a Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the 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 above written.

HEIDI JEFFRIES
Notary Public - State of Kansas
My Appt. Expires 4-14-2019

Heidi Jeffries
Notary Public

(My Appointment Expires: 4-14-2019)

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Wichita Downtown Development Corporation Bicycle Fixit Station Donation

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the proposed memorandum of understanding (MOU).

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. The Plan's Strategy 11 recommends that the City promote bicycle education and encouragement in Wichita through partnerships with community organizations and businesses.

In April 2016, members of the Wichita Downtown Development Corporation (WDDC) indicated their willingness to donate and maintain a public bicycle repair station near the intersection of Topeka Street and Douglas Avenue. Following the discussion, a member of WDDC purchased a Dero Fixit bicycle repair station and had it delivered to the Planning Department.

In May 2016, staff members from the Planning Department and Engineering Division visited the Topeka Street and Douglas Avenue intersection. A location on the southwest corner of the intersection (south of an existing stone planter/column) was identified as the preferred location due to clearance from the pedestrian zone, clearance from the crosswalks, and visibility to deter vandalism. Following the field visit, Planning Department staff contacted a representative of the Kansas Leadership Center - who expressed support for the installation of the Fixit station in front of its building.

Analysis: The proposed MOU would authorize the WDDC to install the Fixit station at a location identified in coordination with City of Wichita (City) Engineering Division staff members. The installation and maintenance would be the responsibility of the WDDC. The MOU would authorize the City to remove the Fixit station if it is not maintained.

Financial Considerations: The donation does not require City funding for installation or maintenance.

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

Recommendations/Actions: It is recommended that the City Council approve the donation and authorize the necessary signatures for the proposed MOU.

Attachments:
- MOU Between Wichita Downtown Development Corporation and the City of Wichita for Donation of Bicycle Repair Station
- Fixit Brochure

MEMORANDUM OF UNDERSTANDING BETWEEN
WICHITA DOWNTOWN DEVELOPMENT CORPORATION
AND
THE CITY OF WICHITA
FOR DONATION OF BICYCLE REPAIR STATION

WHEREAS: The City of Wichita, Kansas, a Municipal Corporation (City); and Wichita Downtown Development Corporation (WDDC), a Not for Profit Corporation have a mutual interest in improving the vibrancy of downtown Wichita, and

WHEREAS: The Wichita Bicycle Master Plan Strategy 11 recommends that the City promote bicycle education and encouragement in Wichita through partnerships with community organizations and businesses; and

WHEREAS: Access to free tools for the repair and adjustments of bicycles helps encourage more people to bicycle;

NOW THEREFORE: This Memorandum of Understanding (MOU) is made and entered into on May 19th, 2016 the ("Effective Date") between the City and WDDC.

I. RESPONSIBILITIES OF EACH PARTNER

1. WDDC agrees to the following:

   a. Donation. WDDC hereby agrees to donate to the City one bicycle repair station, a Dero Fixit model.
   b. Installation: WDDC hereby agrees to install the bicycle repair station at a location identified in cooperation with City of Wichita Engineering Division staff.
   c. Maintenance: WDDC herby agrees to accept sole responsibility for all ongoing maintenance to ensure functionality until such time as the bicycle repair station is removed, including but not limited to removal of graffiti and replacement of tools.
   d. Removal: WDDC hereby agrees that the City can remove and dispose of the bicycle repair station if repairs are not made within 30-days after receiving written notice of issues from the City.
   e. Damages: WDDC hereby agrees to repair and/or provide funding to repair damages to pavement in the public rights-of-way from the installation and/or removal of the bicycle repair station.

2. The City agrees to the following:
   a. Acceptance: the City hereby agrees to accept the donation without any fees or costs for City processes and permitting.
   f. Reporting: the City hereby agrees to report requests for services and maintenance issues to WDDC staff members in a timely fashion.
   g. Indemnification: The City shall indemnify the WDDC from any and all liabilities that arise from the bicycle repair station, so long as the terms of this MOU are complied with.

II. Terms and Conditions

1. The term of this MOU shall commence upon execution by all parties.
2. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both parties hereto.
3. Either party may terminate this MOU without cause upon thirty (30) days' written notice served up on the other party. Ownership of the bicycle repair station shall be retained by the WDDC.

APPROVED this _____ day of _____, 2016:

Attest: City of Wichita

_____ _____

Karen Sublet, City Clerk Jeff Longwell, Mayor

Attest: Wichita Downtown Development Corporation

_____

Jeff Flinn, President

Approved as to Form:

_____

Jennifer Magana,
City Attorney & Director of Law

FIXIT

Today's Service Station

The Fixit includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs. The tools and air pump are securely attached to the stand with stainless steel cables and tamper-proof fasteners. Hanging the bike from the hanger arms allows the pedals and wheels to spin freely while making adjustments.

Patent D680,9145

DERO
A PLAYCORE Company

© 2016 DERO

FIXIT

Hanger arms accommodate most types of bikes

Hanger arms can be mounted at 12, 3, 6, or 9 o'clock

Hanger is ADA compliant

QR code takes smart phone users to comprehensive bike repair web site

Large surface area for sponsorship, branding, or way-finding signage

Includes most commonly used tools for simple bike maintenance

Screwdrivers and Allen Wrenches are on swivel connectors for easier use

Tools are secured with braided stainless steel aircraft cables

Pump head accommodates Presta and Schrader valve stem types

Pump hose is reinforced for maximum protection

Pump holster can be mounted on either side or back of Fixit

Hanger and pump (shipped as 2nd package) pack inside main body for easy, inexpensive shipping

Tools included:
Philips and flat head screwdrivers
2.5, 3, 4, 5, 6, 8mm Allen wrenches
Headset wrench
Pedal wrench
8, 9, 10, 11mm box wrenches
Tire levers (2)

FINISH OPTIONS

Galvanized

Stainless

Powder Coat

White	Black	Light Gray RAL 7042	Deep Red RAL 3003	Yellow RAL 1023
CNH Bright Yellow	Orange RAL 2004	Beige RAL 1001	Iron Gray 7011	Hunter Green RAL 6005
Light Green RAL 6018	Green RAL 6016	Sepia Brown RAL 8014	Bronze	Silver 9007
Dark Purple	Flat Black	Wine Red RAL 3005		

Thermoplastic

Black	Green	Red	Gray	Brown

© 2016 DERO

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Power CDC (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment providing for a change of the address of a HOME-assisted unit and additional funding, and authorize the necessary signatures.

Background: On May 5, 2015, the City Council approved Home Investment Partnerships Program (HOME program) CHDO set-aside funding for Power CDC in the amount of $93,836, to support development and construction of two single-family homes to be located at 2717 N. Piatt and 2731 N. Madison, within its Millair Creek subdivision. Power CDC completed construction and sale of the first home located at 2731 N. Madison and sold it to an income-eligible owner-occupant homebuyer who received a down payment/closing costs assistance loan through the City's HOMEownership 80 Program, as contractually required.

Analysis: Power CDC has requested amendment of the funding agreement in order to replace the site located at 2717 N. Piatt with a site located at 2725 N. Madison. Power CDC has identified an eligible homebuyer who wishes to purchase the second home to be constructed at the 2725 N. Madison location. The newly constructed home must be sold to an owner-occupant, income-eligible homebuyer who will receive a down payment/closing costs assistance loan through the City's HOMEownership 80 Program.

Financial Considerations: In order to complete construction of the second home, additional funding in the amount of $15,665 is required, due to increases in construction costs and the additional cost of compliance with Energy Star requirements. The additional funding is available from loan repayments from homebuyers who have received down payment and closing costs assistance, repayments from CHDOs and other developers that received housing development subsidy loans, and funding remaining from completed projects. The revised total project cost is estimated to be $286,835. HOME funding is provided under the zero-interest, forgivable development subsidy loan structure, for each individual home.

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

Recommendations/Actions: It is recommended that the City Council approve the contract amendment providing for a change of the address of a HOME-assisted unit and additional funding, and authorize the necessary signatures.

Attachments: Amendment to funding agreement.

AMENDMENT TO FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Power Community Development Corporation (Power CDC),

A Community Housing Development Organization

HOME Investment Partnerships Program

2015 CHDO Set-Aside Funding

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

This contract amendment is entered into July 12, 2016, and dated to be effective July 12, 2016, between the City of Wichita (hereinafter referred to as “the City”) and Power Community Development Corporation (Power CDC, a Community Housing Development Organization hereinafter referred to individually as the “Developer”).

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated August 25, 2015, and effective the date executed by the Mayor of the City of Wichita, August 25, 2015, in the amount of $93,836, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective August 27, 2015 and executed August 27, 2015, and the intent of this amendment, entered into July 12, 2016 and dated to be effective July 12, 2016, hereby agree, covenant, and contract with each other that, effective July 12, 2016, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the amendments, modifications, and changes to the original agreement, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the amendments, modifications, and changes to the original agreement and the original Exhibit B and Exhibit C which are indicated as follows and in the Exhibit B and Exhibit C hereto.

(The remainder of this page intentionally left blank.)

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by June 30, 2017, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 12. PAYMENTS.

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

B. Total Payments. Total Payment to the Developer will not exceed $109,400.94 as referenced in Exhibit B. Contract payments above $109,400.94 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

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

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

Power Community Development Corporation (Power CDC)

_____
Signature

_____
Title of Power CDC Officer Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

By_____
Jeff Longwell, Mayor Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana, Date
City Attorney and Director of Law

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Power Community Development Corporation (or Power CDC hereinafter referred to as the "City" and the "Developer" respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $109,400.94 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

2731 N. Madison (Lot 16, Block 1, Power CDC 3rd Addition)

Approximately 2725 N. Madison (Lot 17, Block 1, Power CDC 3rd Addition): Final address designation to be determined by Metropolitan Area Building and Construction Department.

A single-family home is to be constructed on each site. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans, in the maximum amount of $21,110 per housing unit, or a total of $42,210, in addition to applicable and eligible homebuyer training costs.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: $85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: $90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: $92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: $95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Power CDC Executive Director will supervise operations and administration on a day-to-day basis. The Power CDC Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $109,400.94, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $109,400.94 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

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

	$ 109,400.94
TOTAL	$ 109,400.94

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

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

2. POWER CDC will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under

this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

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

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: $742- $198 (Utility Allowance) = $544.00

3 Bedroom: $856 - $229 (Utility Allowance) = $627.00

4 Bedroom: $956 - $275 (Utility Allowance) = $681.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24

CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at

the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2016**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2016, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in POWER CDC (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value

of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee (Maximum), Construction Loan Refinance/Principal Reduction, Operating Reserves.)	
	$109,400.94
TOTAL	$109,400.94

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	0.00
(B) Plus: Construction (Hard) Costs Including Demolition	126,887.47
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	3,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,200.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	131,087.47
(G) Plus: Developer Fee	12,330.00
(H) Total Per-Unit Cost (F + G)	143,417.47
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	88,717.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
Project Subsidy Required, per unit (H – I – J)	54,700.47

Number of Units to be Developed ___2__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) ___$109,400.94_____
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	150,000.00	Acquisition Costs	0.00
12	0.00	Project "Soft" Costs	6,000.00
HOME (Gap) Financing	109,400.94	Construction Costs	253,774.94
Repayment of Subsidy Loans	27,434.00	Site Improvements	2,400.00
		Developer Fee	24,660.00
TOTAL	286,834.94	**TOTAL**	286,834.94

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Mennonite Housing Rehabilitation Services (Districts I and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment providing for changes of the addresses of HOME-assisted units, and authorize the necessary signatures.

Background: On April 12, 2016, the City Council approved Home Investment Partnerships Program (HOME program) CHDO set-aside funding for Mennonite Rehabilitation Services, Inc. (MHRS) in the amount of $100,000, to support development and construction of two single-family homes to be located at 2321 N. Fairview and 212 N. Madison. Upon completion of construction, the homes are to be sold to income-eligible, owner-occupant homebuyers, who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Analysis: MHRS has requested amendment of the funding agreement in order to replace the site located at 2321 N. Fairview with a site located at 1611 N. Topeka. According to proposed flood zone maps published by the Federal Emergency Management Association (FEMA), the 2321 N. Fairview site will be located within a flood zone as of December 1, 2016. Should a home be developed at this site, it would be necessary for the homebuyer to purchase flood insurance, which would negatively impact affordability.

Financial Considerations: No additional HOME funding has been requested. The total project cost is estimated to be $280,646. HOME funding is provided under the zero-interest, forgivable development subsidy loan structure, for each individual home.

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

Recommendations/Actions: It is recommended that the City Council approve the contract amendment providing for changes of the addresses of HOME-assisted units, and authorize the necessary signatures.

Attachments: Amendment to funding agreement.

AMENDMENT TO FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Mennonite Housing Rehabilitation Services, Inc.

A Community Housing Development Organization

HOME Investment Partnerships Program

2014 and Prior Year Re-Allocated
CHDO Funding

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

This contract amendment is entered into July 12, 2016 and dated to be effective July 12, 2016, between the City of Wichita (hereinafter referred to as “the City”) and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization hereinafter referred to individually as the “Developer”).

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated September 15, 2015, and effective the date executed by the Mayor of the City of Wichita, September 15, 2015, in the amount of $100,000, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective April 12, 2016 and executed April 12, 2016, and the intent of this amendment, entered into July 12, 2016 and dated to be effective July 12, 2016, hereby agree, covenant, and contract with each other that, effective July 12, 2016, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the amendments, modifications, and changes to the original Exhibit B which are indicated in the Exhibit B hereto.

(The remainder of this page intentionally left blank.)

Mennonite Housing Rehabilitation Services, Inc.

_____
Signature

_____
Title of MHRS Officer Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

By_____
Jeff Longwell, Mayor Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana, Date
City Attorney and Director of Law

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $100,000.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1611 N. Topeka, PIN 120115

212 N. Madison, PIN 135429

A single-family home is to be constructed on each site. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans, in the maximum amount of $21,110 per housing unit, or a total of $42,210, in addition to applicable and eligible homebuyer training costs.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: $85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: $90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: $92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: $95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

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

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $100,000.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $100,000.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

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

	$ 100,000.00
TOTAL	$ 100,000.00

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

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

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

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

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: $742- $198 (Utility Allowance) = $544.00

3 Bedroom: $856 - $229 (Utility Allowance) = $627.00

4 Bedroom: $956 - $275 (Utility Allowance) = $681.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the

anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2016**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2016, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in MHRS (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental

assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a

determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: HOME Program: Housing Development Loan Program Allocation, Residential Housing Solutions, LLC (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loan, and authorize the necessary signatures.

Background: On May 5, 2015, the City Council approved final allocations from the 2015-2016 Second Program Year Action Plan, which included $250,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), as according to the Council and HUD-approved Consolidated Plan. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant homebuyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition, construction and demolition from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy loan to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible homebuyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Residential Housing Solutions, LLC (RHS) has requested funding from the HDLP to finance a project located at 550 N. Poplar. RHS is a for-profit developer.

The HOME program requires an environmental review prior to start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, noise mitigation, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with Energy Star, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

Financial Considerations: Funding for the project and the down payment assistance loan to be provided to the homebuyer is available from loan repayments from homebuyers who have received down payment and closing costs assistance, repayments from CHDOs and other developers that received housing development subsidy loans, and funding remaining from completed projects. The total development cost is estimated to be $153,407. Staff proposes a HOME funding allocation of $63,084 for the project, which will be provided in the form of a zero-interest, forgivable participation construction loan. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of the home to be constructed. Staff also proposes funding an amount not to exceed $21,110 for the down payment/closing costs assistance loan to be provided to the homebuyer.

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

Recommendations/Actions: It is recommended that the City Council approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loan, and authorize the necessary signatures.

Attachments: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Residential Housing Solutions, LLC

A For-Profit Housing Developer

HOME Investment Partnerships
Program

2014 and Prior Year Re-Allocated
Housing Development Loan Program Funding

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

No._____

AGREEMENT

THIS CONTRACT, dated July 12, 2016, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Residential Housing Solutions, LLC, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by June 30, 2017, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the

project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer 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.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

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

B. Total Payments. Total Payment to the Developer will not exceed $63,084 as referenced in Exhibit B. Contract payments above $63,084 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

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

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

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting

system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits

discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation

standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

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

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Residential Housing Solutions, LLC

_____
Signature

_____
Title of Residential Housing Solutions, LLC Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Jeff Longwell, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana Date
City Attorney and Director of Law

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Residential Housing Solutions LLC, hereinafter referred to as the "City" and "Developer" (or RHS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $63,084.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

Approximately 550 N. Ash (Final Address to be determined by Metropolitan Area Building and Construction Department), Wichita, Kansas, PIN 00135602

A single-family home is to be constructed on each site, following demolition of existing structures. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans, in the maximum amount of $21,110 per housing unit, or a total of $21,110, in addition to applicable and eligible homebuyer training costs.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: $85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: $90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: $92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: $95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes,

purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The RHS President/C.E.O. will supervise operations and administration on a day-to-day basis.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $63,084.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $63,084.00 for the program described in this contract. A developer fee in the

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

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

	$ 63,084.00
TOTAL	$ 63,084.00

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

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

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

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

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: $742- $198 (Utility Allowance) = $544.00

3 Bedroom: $856 - $229 (Utility Allowance) = $627.00

4 Bedroom: $956 - $275 (Utility Allowance) = $681.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to

rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended

by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department,

either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2017**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2017, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in RHS (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the

first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder’s Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	$ 63,084.00
TOTAL	$ 63,084.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	4,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	128,961.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	139,461.00
(G) Plus: Developer Fee (__10__%) of (F)	13,946.00
(H) Total Per-Unit Cost (F + G)	153,407.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	90,323.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
Project Subsidy Required, per unit (H – I – J)	63,084.00

Number of Units to be Developed ___1__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) ___$63,084_____
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	71,662.00	Acquisition Costs	4,000.00
		Project "Soft" Costs	4,000.00
HOME (Gap) Financing	63,084.00	Construction Costs	128,961.00
Repayment of Subsidy Loans	18,661.00	Site Improvements	2,500.00
		Developer Fee	13,946.00
TOTAL	153,407.00	**TOTAL**	153,407.00

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: HOME Program: Housing Development Loan Program Allocation, Wichita Habitat for Humanity, Inc. (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

Background: On May 5, 2015, the City Council approved final allocations from the 2015-2016 Second Program Year Action Plan, which included $250,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), as according to the Council and HUD-approved Consolidated Plan. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant homebuyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition, construction and demolition from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy loan to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible homebuyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Wichita Habitat for Humanity, Inc. (Wichita Habitat) has requested funding from the HDLP to finance projects located at 1248 N. Green and 1154 N. Poplar, in an effort to undertake additional development as part of the organization's "Rock the Block" initiative.

The HOME program requires an environmental review prior to start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, noise mitigation, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with Energy Star, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

Financial Considerations: Funding for the two projects and the down payment assistance loans to be provided to the homebuyers is available from loan repayments from homebuyers who have received down payment and closing costs assistance, repayments from CHDOs and other developers that received housing development subsidy loans, and funding remaining from completed projects. The total development cost is estimated to be $239,344. Staff proposes a HOME funding allocation of $57,738 for the proposed projects, which will be provided in the form of zero-interest, forgivable participation construction loans, in order to cover some of the subcontracting expenses involved in home construction, such as excavation, foundation construction, mechanical items, site improvements, and developer fees. Wichita Habitat's program includes a mortgage carry-back for program participants for a period of up to 20 years with no interest. Staff also proposes funding an amount not to exceed $36,800 for down payment/closing costs assistance loans to be provided to the homebuyers.

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

Recommendations/Actions: It is recommended that the City Council approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

Attachments: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.

A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2014 and Prior Year Re-Allocated
Housing Development Loan Program Funding

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

No._____

AGREEMENT

THIS CONTRACT, dated July 12, 2016, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Wichita Habitat for Humanity, Inc., hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by June 30, 2017, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the

project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer 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.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

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

B. Total Payments. Total Payment to the Developer will not exceed $57,738 as referenced in Exhibit B. Contract payments above $57,738 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

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

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

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting

system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits

discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation

standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

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

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Title of Wichita Habitat for Humanity, Inc. Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Jeff Longwell, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana Date
City Attorney and Director of Law

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or Wichita Habitat) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $57,738.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1248 N. Green (PIN 138792)

1154 N. Poplar (PIN 138744)

A single-family home is to be constructed on each site, following demolition of existing structures. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans, in the maximum amount of $18,400 per housing unit, or a total of $36,800, in addition to applicable and eligible homebuyer training costs.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

4-Bedroom, 2-Bathroom Unit with Single-Car Garage: $82,000

3-Bedroom, 1-Bathroom Unit with Single-Car Garage: $76,000

2-Bedroom, 1-Bathroom Unit with Single-Car Garage: $70,000

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loans to complete the projects as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Wichita Habitat Executive Director will supervise operations and administration on a day-to-day basis. The Wichita Habitat Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $57,738.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $57,738.00 for the program described in this contract. A developer fee in the

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

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

	$ 57,738.00
TOTAL	$ 57,738.00

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

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

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

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

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: $742- $198 (Utility Allowance) = $544.00

3 Bedroom: $856 - $229 (Utility Allowance) = $627.00

4 Bedroom: $956 - $275 (Utility Allowance) = $681.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to

rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended

by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department,

either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2017**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2017, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the

first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder’s Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	$ 57,738.00
TOTAL	$ 57,738.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	3,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	101,013.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	2,280.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	108,793.00
(G) Plus: Developer Fee (__10__%) of (F)	10,879.00
(H) Total Per-Unit Cost (F + G)	119,672.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	76,000.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	14,803.00
Project Subsidy Required, per unit (H – I – J)	28,869.00

Number of Units to be Developed ___2__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) ___$28,869_____
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	152,000.00	Acquisition Costs	6,000.00
		Project "Soft" Costs	4,560.00
HOME (Gap) Financing	57,738.00	Construction Costs	202,026.00
Repayment of Subsidy Loans	0.00	Site Improvements	5,000.00
Gifts in Kind/Cash Match	29,606.00	Developer Fee	21,758.00
TOTAL	239,344.00	**TOTAL**	239,344.00

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
1995 Midfield Road HVAC Improvements
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

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

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, has been asked to approve a capital budget for improvements to the HVAC equipment at 1995 Midfield Road on Eisenhower Airport. 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 $250,000 (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. 16-

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:

1995 Midfield Road HVAC Improvements

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 $250,000 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 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magana, Director of Law

Agenda Item No. II-23

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Approval of Offers for the Douglas and Hydraulic Intersection Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On May 17, 2016, the City Council approved the design for the improvement of the intersection of Douglas and Hydraulic. The project calls for the reconstruction of the intersection to include new traffic signals with dedicated left turns. Brick crosswalks will be constructed, on-street parking will be eliminated within 150 feet of the intersection and additional open space, landscaping and public art will be constructed. The project requires acquisition of right of way from two parcels and the acquisition of seven temporary construction easements. The properties consist of a mix of retail and commercial.

Analysis: As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals $9,155. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $19,155 is requested. This includes $9,155 for the acquisitions, $5,000 for potential relocation, and $5,000 for title work, closing costs and other administrative fees.

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

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

Attachments: Tract list.

Douglas & Hydraulic Intersection

Engineer: KALLMAN

OCA: 707098

Tract	Property Address	Tract Owner	Zoning	Use	Take Size/Type
1	1723 E Douglas	Phil Ruffin	CBD	Retail	38 sf ROW/2,545 sf TE
2	1725 E Douglas	Phil Ruffin	CBD	Retail	137 sf TE
3	1611 E Douglas	Martin Penwall, LLC	CBD	Comm'l	870 sf TE
4	1611 E Douglas	Martin Penwall, LLC	CBD	Comm'l	48 sf TE
5	1630 E Douglas	Mac Advantage Investments, LLC	CBD	Comm'l	200 sf ROW /1330 sf TE
6	1600 E Douglas	Maize & Central Investments, LLC	CBD	Comm'l	498 sf TE
7	1700 E Douglas	M&M Finance Co, Inc	CBD	Comm'l	76 sf TE

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Sale of City-owned Property at 143rd Street East and Kellogg (US 54) (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City has acquired 11.35 acres (gross) or 9.24 acres (marketable) at this location in advance of future development of Kellogg (US 54). Westar, also known as Kansas Gas and Electric (KG&E), has an existing transmission line located along the north side of Kellogg (US 54). The pending improvement of Kellogg from Greenwich and 127th Street East necessitates the relocation of this line. In association with the relocation of the transmission line, Westar requested permission to acquire an easement across property owned by the City in the northeast quadrant of 143rd Street East and Kellogg to facilitate the relocation of the line. In reviewing the requested easement, it appeared that acquisition of the entire City ownership less any area needed for future road purposes was better for both parties.

Analysis: The City acquired the entire parcel in October 2015 for $2,000,000. This equates to $4.04 per gross square foot or $4.97 per marketable square foot of area. Westar has agreed to pay $1,450,000 for the entire site less area retained for future right of way. This approximates the per square foot value paid by the City at acquisition. Due to project timing, Westar has requested that a right of entry to initiate site work be granted prior to closing.

Financial Considerations: The City shall receive $1,450,000 less expenses associated with the transaction. The property was acquired with Local Sales Tax (LST) funds. Proceeds from the sale, net fees and operating expenses, will be deposited to the LST fund. Additionally, the sale of this property to a private party will relieve the City of the cost to maintain the property.

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

Recommendation/Action: It is recommended that the City Council approve the real estate purchase agreement and authorize all necessary signatures.

Attachments: Real estate purchase agreement and aerial.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 24th day of June, 2016 (the "Effective Date") by and between the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Seller," whether one or more, and the Kansas Gas and Electric Company, a wholly owned subsidiary of Westar Energy, Inc., a Kansas corporation, 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. Seller does hereby agree to sell and convey to Buyer by special warranty deed the following described tract, to wit:

> All that part of Lots 1, 2, 3, 4, 5, 6 and Reserve A, Block A, PRAIRIE POND PLAZA 2ND ADDITION, Wichita, Sedgwick County, Kansas, being more particularly described as follows: Beginning at the Northeast corner of said Lot 5; thence South 00°51'35" East, along the East line of said Lot 5 and 6, a distance of 365.16 feet; thence South 88°59'57" West, a distance of 737.91 feet to a point on the East right of way line of Kellogg Drive, as previously established; thence North 00°52'18" West, along said right of way line, a distance of 54.07 feet to the beginning of a curve to the left and tangent to the last described course; thence along said curve and said right of way line, having a radius of 125.00 feet, for an arc distance of 196.35 feet; thence South 89°07'42" West, along said right of way line, a distance of 319.54 feet; thence North 00°52'18" West, a distance of 184.90 feet to a point on the North line of said Lot 1; thence North 88°59'26" East, along the North line of said Lots 1, 2, 3 and 5, a distance of 1182.52 feet to the Point of Beginning.

2. Seller and Buyer acknowledge that at such time as Kellogg Avenue/US Highway 54 is improved, said improvements could require grading and other site work on a portion of the property described above. Buyer hereby agrees to grant to Seller such temporary easements as required to facilitate the required work to improve Kellogg Avenue/US Highway 54. Said temporary easements will be in a format acceptable to both parties.

3. Seller and Buyer acknowledge that at such time as Kellogg Avenue/US Highway 54 is improved along the south boundary, access control will be established as described below:

> Complete Access control over the following described tract of land in Lots 4, 5, 6 and Reserve A, Block A, PRAIRIE POND PLAZA 2ND ADDITION, Wichita, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6, Block A; thence South 00°51'35" East, along the East line of said Lot 6, a distance of 48.00 feet to the Point of Beginning; thence South 88°59'57" West, parallel with the South line of said Lots 6, 5, Reserve A and 4, a distance of 737.91 feet to a point on the East right of way line of Kellogg Drive, as previously established and the Point of Termination

ALSO

Complete Access control over the following described tract of land in Lot 1, Block A, PRAIRIE POND PLAZA 2ND ADDITION, Wichita, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of said Lot 1, Block A; thence North 89°07'42" East, along the North line of said Lot 1, a distance of 75.00 feet to the Point of Beginning; thence South 00°52'18" East, parallel with the West line of said Lot 1, a distance of 184.90 feet to a point on the North line of Kellogg Drive, as previously established and the Point of Termination.

EXCEPT THE FOLLOWING

A Access Control Opening being that part of Lot 6, Block A, PRAIRIE POND PLAZA 2ND ADDITION, Wichita, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Northeast corner of said Lot 6, Block A; thence South 00°51'35" East, along the East line of said Lot 6, a distance of 48.00 feet to the Point of Beginning; thence South 88°59'57" West, parallel with the South line of said Lot 6, a distance of 150.00 feet to the Point of Termination.

And

EXCEPT THE FOLLOWING

A Access Control Opening being that part of Lot 1, Block A, PRAIRIE POND PLAZA 2ND ADDITION, Wichita, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the Northwest corner of said Lot 1; thence North 89°07'42" East, along the North line of said Lot 1, a distance of 75.00 feet; thence South 00°52'18" East, parallel with the West line of said Lot 1, a distance of 60.00 feet to the Point of Termination.

One access point will be allowed in each of the above described exceptions. The exact location and size of the openings will be determined when the project is constructed. Until such time as Kellogg Avenue/US Highway 54 is improved, access control and access openings shall remain as currently platted.

4. Buyer hereby agrees to purchase and pay to Seller as consideration for the conveyance to Buyer the above-described tract, the sum of One Million Four Hundred Fifty Thousand Dollars and No/100 ($1,450,000) in the manner following, to-wit: cash at closing.

5. Buyer will order a title commitment from Security 1st Title Company, LLC (the "Title Company") within three (3) business days after the Effective Date. The title commitment, including copies of recorded documents evidencing title exceptions (collectively the "Commitment") shall be furnished to Buyer c/o Sabrina K. Standifer, Morris Laing Evans Brock & Kennedy, Chartered, 300 N. Mead, Suite 200, Wichita, Kansas 67202-2745, sstandifer@morrislaing.com. Those items listed on the Commitment and Survey (if obtained by Buyer) as to which Buyer does not object in writing to Seller within ten (10) days following Buyer's receipt of the Commitment and Survey (if obtained by Buyer), or as to which Buyer waives its objections shall be the "Permitted Exceptions".

Should Buyer timely object to any matter disclosed on the Commitment or Survey (if obtained by Buyer), Seller shall have the right, but not the obligation, to cure such matters and have the exceptions removed from the Commitment or Survey. Seller shall not be required to expend any sum of money or bring any action or preceding or to otherwise incur any expense in order to cure Buyer's objections. Should Seller fail or refuse to complete such corrective action within ten (10) days after receipt of Buyer's title or survey objections, then Buyer may, at Buyer's option , (i) terminate this Agreement by giving Seller written notice of termination within five (5) days thereafter and in such event, the parties shall be relieved of their respective rights and obligations set forth in the Agreement, or (ii) Buyer may waive such objections and close as herein provided without any reduction in the Purchase Price. Should Buyer fail to give notice of termination, Buyer shall be deemed to have waived its title and survey objections and such objections shall be deemed to be Permitted Objections.

The Commitment shall be updated to the time of Closing and shall contain no other exceptions to title or requirements than appeared in the Commitment previously approved by Buyer. The Title Company shall furnish to Buyer an ALTA Owner's Policy of Title Insurance (the "Title Policy') issued by the Title Company in the amount of the Purchase Price, dated at or after Closing, insuring Buyer as owner against loss under the provisions in the Title Policy, subject only to the Permitted Exceptions or as may be approved by the Buyer in writing.

6. A duly executed copy of this Agreement shall be delivered to the parties hereto.

7. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before August 1, 2016.

8. Seller further agrees to convey the above described tract in the same condition as it is now, reasonable wear and tear excepted.

9. Possession to be given to Buyer at closing.

10. It is understood and agreed that property taxes and special assessments on the above described property shall be prorated for the calendar year at closing. All prior years special assessments and taxes shall be current at time of closing.

11. In the event a Title Policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 50% by Seller and 50% by Buyer. Closing costs will also be split evenly between Buyer and Seller.

12. The parties covenant and agree that except for closing and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

13. Upon closing, Buyer shall become the sole member and have sole control of the Prairie Pond Plaza Owner's Association ("Association"), and will receive all of the "Developer" control,

rights and obligations pursuant to the recorded covenants as recorded with the Sedgwick County Register of Deeds at Film/Page 28961265 and 28961266. As part of closing, the parties will execute such additional documents to fully effectuate Seller ceasing to have or retain any ownership or control of the Association, including but not limited to, an Assignment of Developer, Declarant and Owner Rights and Obligations in substantially the form attached as Exhibit A. Buyer agrees to indemnify and hold Seller harmless for and against any and all liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim related to the Association or Developer rights or obligations arising after closing.

14. Seller makes no warranty or guarantee as to the suitability of the real property proposed for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
B. The presence or absence of any contamination by any hazardous substance;
C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

Buyer's obligation to close is subject to the satisfactory results of inspections by Buyer of the Property during the Inspection Period, including, but not limited to, the items listed above, land survey, title, land use restrictions, environmental assessments and economic feasibility. "Inspection Period" is defined as the time period beginning on the Effective Date and expiring on July 22, 2016.

Seller agrees to provide Buyer with reasonable access to the Property to conduct such inspections and testing as Buyer may require, including but not limited to, geotechnical borings, engineering and other studies, surveys, utility verifications, zoning verifications, site analysis, and such other tests which Buyer may deem desirable. The costs of all tests, studies and investigations shall be paid solely by Buyer. Buyer shall indemnify, defend and hold harmless Seller from and against all liens, liabilities, damages, costs and expenses arising from or related to Buyer's activities on the Property, provided that such indemnity shall not cover or extend to (a) any claims of diminution in value of the Property as a consequence of the results revealed by such tests and inspections, or (b) the exposure or release of hazardous substances or materials located in, on or under the Property.

Buyer may terminate this Agreement, in Buyer's sole discretion, by delivery of written notice of termination to Seller before expiration of the Inspection Period. This Agreement shall, in that event, automatically terminate without any further action required.

15. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

A. Adult Book and Video Stores
B. Community Correctional Facilities
C. Half-way Houses
D. Drug or Alcohol Rehabilitation Facilities
E. Multi-game, Casino-style Gambling Facilities
F. New or Used Car Sales
G. Pay-day Loan Facilities
H. Commercial Billboards

16. Seller covenants and agrees that the portion of Prairie Pond Plaza 2nd Addition retained by Seller ("Seller's Property") will be used for public purposes including roadway, utilities, stormwater and associated uses. Seller agrees to execute documents as necessary to amend the Declaration of Covenants, Conditions, and Restrictions of Prairie Pond Plaza recorded with the Sedgwick County Register of Deeds at Film/Page 28961266 (the "Declaration") to remove Seller's Property from the real property subject to the Declaration. Seller acknowledges and agrees that it shall be Seller's responsibility to either record a restrictive covenant against Seller's Property containing the provisions of Section 5.23 b. in the Declaration (the "QT Restrictions") or obtaining and recording the written consent of all of the owners of Lot 1, Block B Prairie Pond Plaza 2nd Addition to Wichita, Sedgwick County, Kansas to remove the QT Restrictions from Seller's Property.

17. The covenants and agreements contained in Paragraphs 12, 13, 14, and 15 shall survive the closing of the sale intended hereby, and they shall bind the Buyer and Seller as fully after the sale as they do before.

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

19. The parties agree to execute any and all supplementary documents, and to take all additional actions and proceedings that maybe necessary to give full force to the terms and intent of this Agreement.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
City of Wichita, Kansas

ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

BUYER:
Kansas Gas and Electric Company

Kelly B. Harrison

By: Kelly B. Harrison
Name:
Title: VP, Transmission

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

EXHIBIT A

ASSIGNMENT OF DEVELOPER, DECLARANT AND OWNER RIGHTS AND OBLIGATIONS

The City of Wichita, Kansas, a Kansas municipal corporation ("City"), and Kansas Gas and Electric Company, a wholly owned subsidiary of Westar Energy, Inc., a Kansas Corporation ("KG&E") (collectively referred to herein as the "Parties"), hereby enter into this Assignment of Developer, Declarant and Owner Rights and Obligations ("Assignment"), to be effective as of ___ _____ (the "Assignment Effective Date").

WHEREAS, KG&E has acquired All that part of Lots 1, 2, 3, 4, 5, 6 and Reserve A, Block A, PRAIRIE POND PLAZA 2ND ADDITION, Wichita, Sedgwick County, Kansas, being more particularly described as follows: Beginning at the Northeast corner of said Lot 5; thence South 00°51'35" East, along the East line of said Lot 5 and 6, a distance of 365.16 feet; thence South 88°59'57" West, a distance of 737.91 feet to a point on the East right of way line of Kellogg Drive, as previously established; thence North 00°52'18" West, along said right of way line, a distance of 54.07 feet to the beginning of a curve to the left and tangent to the last described course; thence along said curve and said right of way line, having a radius of 125.00 feet, for an arc distance of 196.35 feet; thence South 89°07'42" West, along said right of way line, a distance of 319.54 feet; thence North 00°52'18" West, a distance of 184.90 feet to a point on the North line of said Lot 1; thence North 88°59'26" East, along the North line of said Lots 1, 2, 3 and 5, a distance of 1182.52 feet to the Point of Beginning.

(the "Subject Property");

WHEREAS, City is the successor to "Developer," "Declarant," "Applicant," or owner of the Subject Property pursuant to the agreements and documents described on attached Exhibit A (collectively, the "Property Documents"); and

WHEREAS, as of the Assignment Effective Date, the Parties desire for KG&E to assume and succeed to the rights, title, interest, covenants, duties and obligations of City as Developer, Declarant, Applicant and otherwise as owner of the Subject Property, pursuant to the Property Documents.

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

1. Assignment. As of the Assignment Effective Date, City hereby assigns to KG&E all of its rights, title, interest, covenants, duties and obligations as Developer, Declarant, Applicant and otherwise as owner of the Subject Property, pursuant to the Property Documents.

2. Assumption of Duties. As of the Assignment Effective Date, KG&E hereby accepts assignment and assumes all rights, title, interest, covenants, duties and obligations as Developer, Declarant, Applicant and otherwise as owner of the Subject Property, pursuant to the Property Documents.

3. Indemnification. City agrees to indemnify and hold KG&E harmless from and against any loss, cost, or expense arising out of or resulting from City's acts or omissions in the performance or attempted performance of the assigned and assumed rights, title, interest, covenants, duties and obligations prior to the Assignment Effective Date, including, but not limited to, attorneys' fees. KG&E agrees to indemnify and hold City harmless from and against any loss, cost, or expense arising out of or resulting from KG&E's acts or omissions in the performance or attempted performance of the assigned and assumed rights, title, interest, covenants, duties and obligations on or after the Assignment Effective Date, including, but not limited to, attorneys' fees.

4. No Representation or Warranty. City makes this Assignment, and KG&E accepts and assumes this Assignment, without any representation or warranty by City of any kind or nature regarding the Property Documents.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment, to be effective as of the Assignment Effective Date.

City of Wichita, Kansas

By:_____

Jeff Longwell, Mayor

Approved as to form:

By:_____

Jennifer Magana, Director of Law and City Attorney

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ___ day of _____ _____, by Jeff Longwell, Mayor, City of Wichita, Kansas, on behalf of the City.

My appointment expires:

_____

Notary Public

KANSAS GAS AND ELECTRIC COMPANY

By:_____
Name:
Title:

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ___ day of _____ _____, by _____, as _____ of Kansas Gas and Electric Company.

My appointment expires:

_____
Notary Public

Exhibit A
Property Documents

Declaration of Covenants, Conditions, and Restrictions of Prairie Pond Plaza, recorded in the real estate records for Sedgwick County, Kansas, on March 21, 2008, at Doc.#/FLM-PG: 28961266, as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions of Prairie Pond Plaza, recorded in the real estate records for Sedgwick County, Kansas, on September 12, 2008, at Doc.#/FLM-PG: 29006218.

Declaration of Covenants, Conditions, and Restrictions of Prairie Pond Plaza – QT Property, recorded in the real estate records for Sedgwick County, Kansas, on March 21, 2008, at Doc.#/FLM-PG: 28961265.

Restrictive Covenant, recorded in the real estate records for Sedgwick County, Kansas, on January 6, 2005, at Doc.#/FLM-PG: 28638799.

Restrictive Covenant, recorded in the real estate records for Sedgwick County, Kansas, on February 27, 2008, at Doc.#/FLM-PG: 28954873.

Community Unit Plan for Prairie Pond Plaza DP-273, and all amendments and adjustments thereto.

City of Wichita Map Print

Legend

- Parcels

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

1: 2,700

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: Temporary Street Closure: Southwest Boulevard, between Harry and May (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the temporary street closure.

Background: The Kansas & Oklahoma Railroad (K&O RR) maintains a railroad crossing on Southwest Boulevard between Harry and May.

Analysis: The crossing and roadway approaches are in need of repair and will require two separate one-week closures - one week for the southbound lanes and one week for the northbound lanes. The temporary closure of Southwest Boulevard, between Harry and May, is requested from July 12th to July 15th for southbound Southwest Boulevard and from July 18th to July 22nd for northbound Southwest Boulevard.

Southbound traffic on Southwest Boulevard will be diverted west on Harry to West Street, then south on West Street to Southwest Boulevard.

Northbound traffic on Southwest Boulevard will be diverted north on West Street, then east on Harry to Southwest Boulevard.

Message boards will be used to alert traffic prior and during closure.

Financial Consideration: There is no direct cost to the City associated with this street closure.

Legal Considerations: The City Council has legislative authority under the powers granted in the Kansas Constitution, Art. 12, § 5 to temporarily close a street not a part of a designated federal or state highway system in order to secure the public safety and welfare.

Recommendation/Action: It is recommended that the City Council approve the temporary street closure.

Attachment: Map.

WEST
WEST
SOUTHWEST BLVD (K-42)
McCORMICK
TAFT
UNIVERSITY
MAPLE
MERIDIAN
MERIDIAN

Second Reading Ordinances for July 12, 2016 (first read on June 21, 2016)

A. Ordinance Amendment to section 5.69.010 of the Cide of the City of Wichita Pertaining to Violation of Protective Orders.

ORDINANCE NO. 50-269

AN ORDINANCE AMENDING SECTION 5.69.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO VIOLATION OF PROTECTIVE ORDERS AND REPEALING THE ORIGINAL OF SAID SECTION.

B. Proposed Amendment to section 4.16.130 of the Code of the City of Wichita, Allowing Minors on the Premises of Drinking Establishments also Licensed as Micro-distilleries by the State of Kansas.

ORDINANCE NO.50-271

AN ORDINANCE AMENDING SECTION 4.16.130 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO THE PROHIBITION AGAINST ALLOWING MINORS ON THE PREMISES OF LICENSESD DRINKING ESTABLISHMENTS AND EXCEPTIONS THERETO AND REPEALING THE ORIGINAL OF SAID SECTION.

C. Request for Approval of an Ordinance approving the Supplemental Trust Indenture No. 1 Taxable Multi-family Revenue Bonds (KS1, LLC) Exchange Place Project. (District VI)

ORDINANCE NO. 50-272

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING SUPPLEMENTAL TRUST INDENTURE NO. 1 TO A CERTAIN TRUST INDENTURE ENTERED INTO BY THE CITY IN CONNECTION WITH THE ISSUANCE OF ITS TAXABLE MULTIFAMILY HOUSING REVENUE BONDS, SERIES I, 2015 (EXCHANGE PLACE PROJECT).

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: ZON2016-00008 and CON2016-00009 – City Zone Change from B Multi-Family Residential to LC Limited Commercial and a Conditional Use to Allow the Outdoor Sale of Vehicles on Property Generally Located East of Interstate Highway I-135, North of East 1st Street, Between North Ash Street and North Minnesota Avenue (District I)

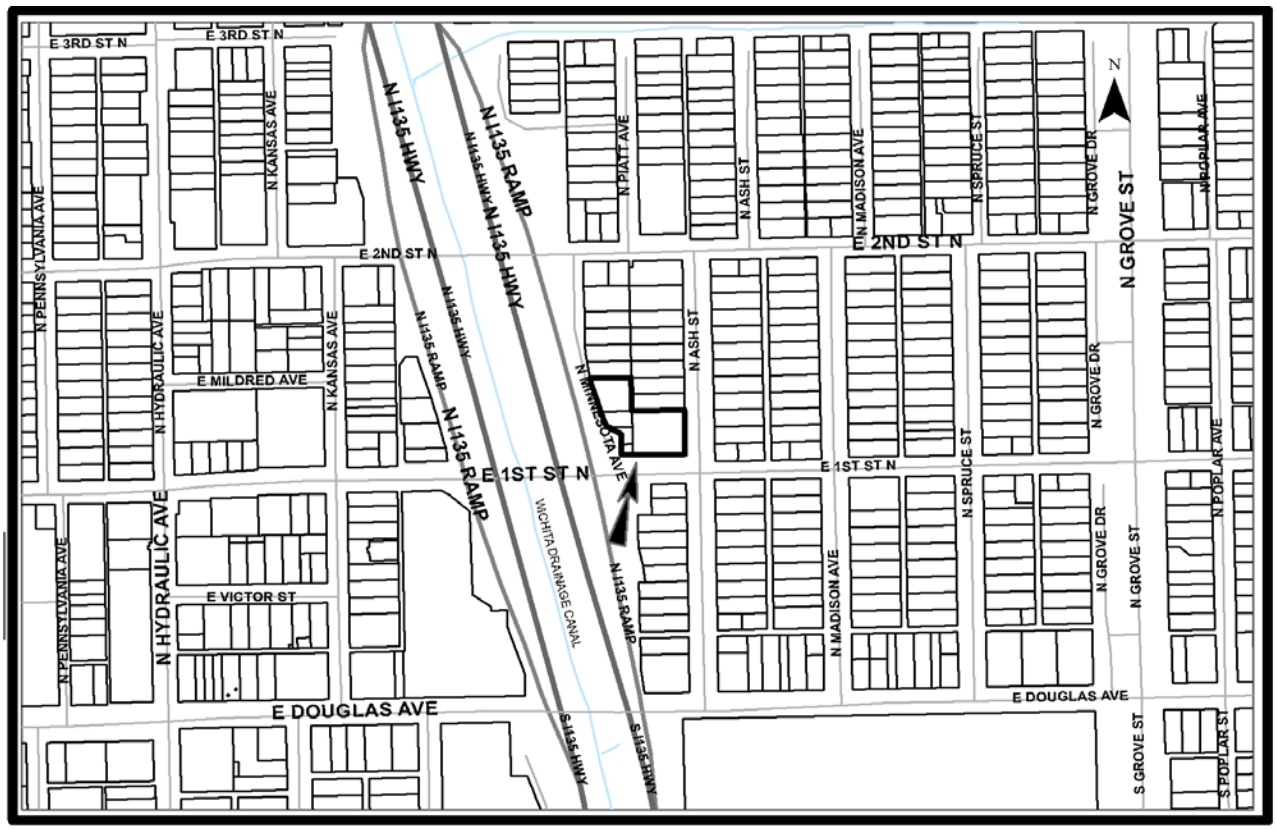
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (10-0).

DAB Recommendation: District Advisory Board I recommended approval of the request (8-0).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicants are requesting LC Limited Commercial (LC) zoning on the 0.32-acre, platted B Multi-Family Residential (B) zoned portion of the of the 0.84-acre site located north of East 1st Street, on the east side of North Minnesota Avenue. This B zoned north portion of the site is developed as a triplex (built 1935). The south and east parts of the site are the applicants' LC zoned auto repair and indoor car sales business, as permitted by Use Exception BZA12-87. Use Exceptions are now Conditional Uses.

The applicants also requesting a Conditional Use, CON2016-00009, to replace BZA12-87. CON2016-00009 proposes to permit outdoor vehicle display and sales. The Unified Zoning Code (UZC, Sec-D.3.6.x) requires a Conditional Use for car sales in the LC zoning district.

The LC and B zoned properties also had a variance approved, BZA13-87, to reduce the required parking from 41 parking spaces to 31 parking spaces and to reduce the 20-foot front setback along the portion of the site with Minnesota Avenue frontage for parking spaces. BZA13-87 was approved the same day as BZA12-87, subject to the above conditions, plus improvements to an abutting alley to City Standards, requiring parking barriers along right-of-way and landscaping in the reduced front setback that was not occupied by parking.

The construction of Interstate Highway I-135 (I-135), between 1971 and 1978, re-routed and reconfigured this portion of Minnesota Avenue into a cul-de-sac, taking away its intersection with 1st Street on its south end. The only access to this portion of Minnesota Avenue is on its north side at its intersection with 2nd Street. An older B zoned residential neighborhood made up of single-family residences, a few duplexes, tri-plexes, and four-plexes (mostly built in the 1920s) abuts and adjacent to the north, east, and northeast sides of the site. An older B zoned residential neighborhood made up of mostly single-family residences, scattered duplexes, tri-plexes, and four-plexes (built 1872-1940s) is located south of the site, across 1st Street. The applicants' 10,000-square foot auto repair business building was built in1988.

Analysis: On May 19, 2016, the MAPC considered and approved (10-0) the requested LC zoning and CON2016-00009, subject to the following conditions;

(1) The Conditional Use permitted is the outdoor display and sale of automobiles and light trucks only, subject to the Supplemental Use Regulations UZC, Art.III, Sec.III-D.3.6.x. No sale or rental of trailers, vehicles or trucks larger than pick-ups are permitted.
(2) No selling of cars shall be allowed until all permits have been acquired and all improvements to the site have been made.
(3) No outdoor display of cars for sales or cars waiting for repair is allowed north of Lot 38, Block 1, Minneapolis Addition.
(4) No outdoor storage of tires, parts, oil barrels or any other items used in car repair. All parked cars waiting for repair must be operable with current tags. No outside storage of salvaged vehicles or vehicles waiting for repair shall be permitted in association with this use
(5) Access onto and off of the site shall be off of Ash Street and the north moist point of Minnesota Avenue. No delivery of cars shall be permitted off of Minnesota Avenue.
(6) A six to eight foot tall solid wood fence shall be erected around the property where adjacent or abutting residential zoned properties.
(7) All employee and customer parking and car sale display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material. Parking barriers shall be installed along all perimeter boundaries Abutting streets, except at driveway entrances or where fences are erected, to ensure that parked vehicles do not encroach onto public street right-of-way. The paving must be completed before the any vehicles are displayed or sold.
(8) The site shall be in compliance with the UZC's parking standards for car sales and limited vehicle repair.
(9) Outdoor lighting sources, including base or pedestal, pole and fixture, shall employ cut-off luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring lot, unless evidence is provided to the satisfaction of the Zoning Administrator that the light source will be aimed or shielded such that the light

source is not visible from the neighboring lot. Lighting sources shall be limited to 15 feet in height within 200 feet of residential zoning Districts. No building lighting shall permitted on the north and east side of the building. The noise levels shall be in compliance with the compatibility noise standards of Sec. IV-C.6. Outdoor speakers and sound amplification systems shall not be permitted.

(10) No repair work shall be conducted except in the enclosed building, and further provided that no body work or painting is done.

(11) No portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted. No building signs are permitted on the north or east sides of the building. No signs on Minnesota Avenue or Ash Street

(12) There shall be no use of elevated platforms for the display of vehicles.

(13) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

(14) Provide a revised site plan for approval by the Planning Director within 60 days of approval of the Conditional Use and zoned change or the case will be declared null and void. No car sales until the revised site plan is approved

(15) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void

There were no protesters at the MAPC meeting.

On June 6, 2016, District Advisory Board (DAB) I considered and approved (8-0) the requested LC zoning and CON2016-00009, subject to the above conditions approved by the MAPC. There were no protesters at the DAB I meeting. Planning staff has not received valid protests or appeals to the request.

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 and resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC, approve the requested zone change and the Conditional Use with its associated conditions and place the ordinance on the first reading (simple majority vote).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance
- Resolution

RESOLUTION No.16-194

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT OUTDOOR VEHICLE AND EQUIPMENT SALES, SPECIFICALLY THE SALE OF AUTOMOBILES AND LIGHT PICKUP TRUCKS, ON APPROXIMATELY 0.84-ACRES ZONED LC LIMITED COMMERCIAL ("LC"), GENERALLY LOCATED EAST OF INTERSTATE HIGHWAY 1-135, NORTH OF EAST 1ST STREET, BETWEEN MINNESOTA AVENUE AND ASH STREET IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow outdoor vehicle and equipment sales, specifically the sale of automobiles and light pickup trucks, on approximately 0.84-acres zoned LC Limited Commercial ("LC")legally described below:

Case No. CON2016-00009

A Conditional Use, associated with zone case ZON2016-00008, to allow outdoor vehicle and equipment sales, specifically the sale of automobiles and light pickup trucks, on approximately 0.84-acres zoned LC Limited Commercial ("LC") described as:

LOT 1, BLOCK 1, ALONG WITH 10 FEET VACATED ALLEY ADJACENT ON WEST, SIXTY-SIX ADDITION, SEDGWICK COUNTY, KANSAS; **ALONG WITH,** LOTS 30-32-34-36, EXCEPT THAT PART DEEDED TO CITY, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; **ALONG WITH,** LOTS 38-40, EXCEPT THAT PART LYING WEST OF A LINE STARTING AT A POINT 59 FEET EAST OF THE SW CORNER LOT 40 AND ENDING AT A POINT 47.2 FEET EAST OF THE NW CORNER OF LOT 38 DEEDED TO CITY FOR HIGHWAY PURPOSES, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; **ALONG WITH,** THE EAST 33 FEET OF LOTS 42-44 ALONG WITH THAT PART OF LOTS 42-44 DESCRIBED AS FOLLOWS: BEGINNING 33 FEET WEST OF THE NE CORNER OF LOT 42, THENCE SOUTH 22.60 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT 39.58 FEET, THENCE NORTH 2.35 FEET TO THE NORTH LINE OF LOT 42, THENCE EAST 32.50 FEET TO THE POINT OF BEGINNING, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; **ALONG WITH,** THE EAST 33 FEET LOT 46 AND THE NORTH 5 FEET OF THE EAST 33 FEET OF LOT 48, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; generally located east of I-135, north of 1st Street, between Ash Street and Minnesota Avenue.

SUBJECT TO THE FOLLOWING CONDITIONS:

(1) The Conditional Use permitted is the outdoor display and sale of automobiles and light trucks only, subject to the Supplemental Use Regulations of the Unified Zone Code (UZC), Art.III, Sec.III-D.3.6.x. No sale or rental of trailers, vehicles or trucks larger than pick-ups are permitted.

(2) No selling of cars shall be allowed until all permits have been acquired and all improvements to the

site have been made.

(3) No outdoor display of cars for sales or cars waiting for repair is allowed north of Lot 38, Block 1, Minneapolis Addition.

(4) No outdoor storage of tires, parts, oil barrels or any other items used in car repair. All parked cars waiting for repair must be operable with current tags. No outside storage of salvaged vehicles or vehicles waiting for repair shall be permitted in association with this use

(5) Access onto and off of the site shall be off of Ash Street and the north moist point of Minnesota Avenue. No deliver of cars shall be permitted off of Minnesota Avenue.

(6) A six to eight foot tall solid wood fence shall be erected around the property where is adjacent or abutting residential zoned properties.

(7) All employee and customer parking and car sale display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material. Parking barriers shall be installed along all perimeter boundaries Abutting streets, except at driveway entrances or where fences are erected, to ensure that parked vehicles do not encroach onto public street right-of-way. The paving must be completed before the any vehicles are displayed or sold.

(8) The site shall be in compliance with the UZC's parking standards for car sales and limited vehicle repair.

(9) Outdoor lighting sources, including base or pedestal, pole and fixture, shall employ cut-off luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring Lot, unless evidence is provided to the satisfaction of the Zoning Administrator that the light source will be aimed or shielded such that the light source is not visible from the neighboring Lot. Lighting sources shall be limited to 15 feet in height within 200 feet of residential zoning Districts. No building lighting shall permitted on the north and east side of the building. The noise levels shall be in compliance with the compatibility noise standards of Sec. IV-C.6. Outdoor speakers and sound amplification systems shall not be permitted.

(10) No repair work shall be conducted except in the enclosed building, and further provided that no body work or painting is done.

(11) No portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted. No building signs are permitted on the north or east sides of the building. No signs on Minnesota Avenue or Ash Street

(12) There shall be no use of elevated platforms for the display of vehicles.

(13) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

(14) Provide a revised site plan for approval by the Planning Director within 60 days of approval of the Conditional Use and zoned change or the case will be declared null and void. No car sales until the revised site plan is approved

(15) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date July 12, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Jennifer Magana, City Attorney and Director of Law

OCA 150004

ORDINANCE NO. 50-274

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. ZON2016-00008

Zone change from B Multi-Family Residential ("B") to LC Limited Commercial ("LC"), associated with Conditional Use CON2016-00009, on an approximately 0.32-acre property described as:

LOTS 30-32-34-36, EXCEPT THAT PART DEEDED TO CITY, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; ALONG WITH, LOTS 38-40, EXCEPT THAT PART LYING WEST OF A LINE STARTING AT A POINT 59 FEET EAST OF THE SW CORNER LOT 40 AND ENDING AT A POINT 47.2 FEET EAST OF THE NW CORNER OF LOT 38 DEEDED TO CITY FOR HIGHWAY PURPOSES, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; generally located east of Interstate Highway I-135, on the east side of Minnesota Avenue and north of 1st Street.

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

EXCERPT MINUTES OF MAY 19, 2016 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

Case No.: CON2016-00009 and ZON2016-00008 - Import Auto Center, Inc., Venture Realty, Inc (applicants/owners) and Kaw Valley Engineering, c/o Tim Austin (agent) request a City zone change from B Multi-family Residential to LC Limited and City conditional use request for car sales on property described as:

LOT 1, BLOCK 1, ALONG WITH 10 FEET VACATED ALLEY ADJACENT ON WEST, SIXTY-SIX ADDITION, SEDGWICK COUNTY, KANSAS; ALONG WITH, LOTS 30-32-34-36, EXCEPT THAT PART DEEDED TO CITY, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; ALONG WITH,
LOTS 38-40, EXCEPT THAT PART LYING WEST OF A LINE STARTING AT A POINT 59 FEET EAST OF THE SW CORNER LOT 40 AND ENDING AT A POINT 47.2 FEET EAST OF THE NW CORNER OF LOT 38 DEEDED TO CITY FOR HIGHWAY PURPOSES, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; ALONG WITH,
THE EAST 33 FEET OF LOTS 42-44 ALONG WITH THAT PART OF LOTS 42-44 DESCRIBED AS FOLLOWS: BEGINNING 33 FEET WEST OF THE NE CORNER OF LOT 42, THENCE SOUTH 22.60 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT 39.58 FEET, THENCE NORTH 2.35 FEET TO THE NORTH LINE OF LOT 42, THENCE EAST 32.50 FEET TO THE POINT OF BEGINNING, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; ALONG WITH,
THE EAST 33 FEET LOT 46 AND THE NORTH 5 FEET OF THE EAST 33 FEET OF LOT 48, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

BACKGROUND: The applicants are requesting LC Limited Commercial (LC) zoning on the 0.32-acre, platted B Multi-Family Residential (B) zoned portion of the of the1.12-acre site located north of 1st Street, on the east side of Minnesota Avenue. This B zoned north portion of the site is developed as a triplex (built 1935). The south and east parts of the site are the applicants' LC zoned auto repair and indoor car sales business, as permitted by Use Exception BZA12-87. The conditions of approval are:

(1) All vehicle sales on this property shall be displayed and stored within an enclosed building.
(2) That portion of the building to be occupied by the automobile sales business shall not exceed 5,000-square feet of floor area.
(3) All parking spaces on the property shall be surfaced and designated as off-street parking for customers and employees and not be used for display of company vehicles.
(4) If light is provided on the exterior, it shall be installed so as to not illuminate the adjoining residential properties by shielding and directing the light away from the residential properties.
(5) Signs shall be limited to that permitted by Sec.28.04.139 of the zoning ordinance, provided however, no string type lighting or banners shall be permitted.
(6) No sound projecting devices or loud speakers shall be used so as to be heard beyond the property lines.

(7) All screening required by the zoning ordinance for the protection of the adjacent residential properties shall be installed and maintained in good condition.
(8) Any change of occupancy of this building or change in the manner in which the automobile sales business is operated, shall null and void the resolution.
(9) Any expansion of the building shall be subject to compliance with the requirements of the ordinance and must be reconsidered by the BZA.
(10) Resolution BZA68-83 shall become null and void upon release of this resolution.

The applicants are requesting a Conditional Use to replace BZA12-87, to permit outdoor vehicle display and sales. The Unified Zoning Code (UZC, Sec-D.3.6.x) require a Conditional Use for car sales in the LC zoning district.

The LC and B zoned properties also had a variance approved, BZA13-87, to reduce the required parking from 41 parking spaces to 31 parking spaces and to reduce the 20-foot front setback along the portion of the site with Minnesota Avenue frontage for parking spaces. BZA13-87 was approved the same day as BZA12-87, subject to the above conditions, plus improvements to an abutting alley to City Standards, requiring parking barriers along right-of-way and landscaping in the reduced front setback that was not occupied by parking.

The applicants' auto repair business building (built 1988, approximately 10,000-square feet) has three bay doors facing 1st Street, as well as large windows and the entrance to the office. There is another bay door facing Minnesota Avenue as well as a large window. The applicants' site plan is projected on an aerial of the site. It does not show all of the proposed or existing parking spaces, instead it shows automobiles parked in unidentified space and a proposed sales display area for 13 vehicles. The site plan – aerial shows an existing drive onto Ash Street and an existing drive onto Minnesota Avenue. The site plan does not show proposed or existing lighting, existing or proposed screening, nor existing or proposed landscaping.

The construction of Interstate Highway I-135 (I-135), between 1971 and 1978, re-routed and reconfigured this portion of Minnesota Avenue into a cul-de-sac, taking away its intersection with 1st Street on its south end. The only access to this portion of Minnesota Avenue is on its north side at its intersection with 2nd Street. An older B zoned residential neighborhood made up of single-family residences, a few duplexes, tri-plexes, and four-plexes (mostly built in the 1920s) abuts and adjacent to the north, east, and northeast sides of the site. An older B zoned residential neighborhood made up of mostly single-family residences, scattered duplexes, tri-plexus, and four-plexes (built 1872-1940s) is located south of the site, across 1st Street.

CASE HISTORY: The site is platted as Lot 1, Block 1, along with 10 feet of the vacated alley adjacent on the west side, Sixty Six Addition. The Sixty Six Addition was recorded with the Register of Deeds on February 4, 1970. The site is also platted as Lots 30-32-34-36, except that part deeded to the City & Lots 38-40, except that part lying west of a line starting at a point 59 feet east of the southwest corner of Lot 40 and ending at a point 47.2 feet east of the northwest corner of Lot 38 deeded to the City for highway purposes, all in Block 1, Minneapolis Addition. The 'highway' referenced is the west, abutting section of I-135, which was constructed between 1971 and 1978. The construction of I-135 required additional right-of-way and re-routed and re-configured Minnesota Avenue into a cul-de-sac on its south end. The Minneapolis Addition was recorded with the Register of Deeds June 9, 1886. Vacation case V-1523, approved March 1,

1988, vacated with conditions, the east abutting north-south alley from 2nd Street to 1st Street. As already noted Use Exception BZA12-87 and variance request BZA13-87 were approved with the conditions listed by the BZA on April 28, 1987. Staff has received calls inquiring about the zoning request. None of these calls expressed opposition to the applicants' request.

NOTE: VAC2016-00004 was approved with conditions at the May 12, 2016, Subdivision Committee (SD) meeting. VAC2016-00004 is a request to vacate the south approximately 236 feet of the Minnesota Street public right-of-way. This portion of Minnesota Avenue abuts the east side of the applicants' property and will increase the size of the site. There were no protests at the SD meeting. VAC2016-00004 will be considered at the May 19, 2016, MAPC meeting.

ADJACENT ZONING AND LAND USE:

NORTH: B	Single-family residences
SOUTH: B	Single-family residences, scattered duplexes, tri-plexus, four-plexus
EAST: B	Single-family residences, scattered duplexes, tri-plexus, four-plexus
WEST: I-135	Interstate Highway I-135

PUBLIC SERVICES: All utilities are available to the site. The site currently has a driveway onto the Minnesota Avenue cul-de-sac on its north end where a tri-plex is located. The only access to this portion of Minnesota Avenue is on its north side with its intersection with the one-way west, two-lane arterial 2nd Street. Ash Street is a residential street that intersects with the one-way west, two-lane arterial 2nd Street on its north side and with the one-way west, two-lane arterial 1st Street on its south side

CONFORMANCE TO PLANS/POLICIES: The "2035 Wichita Future Growth Concept Map" of the "Comprehensive Plan" identifies the site as appropriate for "residential development." The site's residential development designation appears to confirm the site's and neighborhood's development mix of single-family residences, scattered duplexes, tri-plexes, and four-plexes. The Concept Map does not recognize the site's LC zoning. The requested LC zoning is not a match for the site's residential development designation, but does match the site's current LC zoning, which is what most of the site is zoned. The Map does show the area south of the site, across 1st Street, as appropriate for "new employment," which does match up with the site's LC zoning.

The "2035 Urban Growth Areas Map" identifies the site as being in the "Established Central Area." The Established Central Area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius. The Established Central Area is the focus area for the Wichita Urban Infill Strategy. Commercial development in the Established Central Area should be neighborhood-serving retail and office uses and high-density residential uses can be appropriate along arterial streets on small infill sites near residential uses or through conversions of residential structures if appropriate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding residential are provided and the scale of the development is appropriate for its context. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and car sales. In the past the MAPC has considered the relatively small size of a site for car repair and car sales to be a neighborhood serving business and considered car sales associated with existing or past car repair businesses.

The locational criteria for commercial development states that it should be located at the intersection of arterial streets and along highways and commercial corridors. The site is adjacent to I-135, but has no access to I-135. If VAC2016-00004 is approved the site would abut the east side of the I-135 right-of-way. Access to the site can be provided through the applicant's east abutting LC zoned auto repair business/indoor car sales, via Ash Street to the one way east bound arterial 1st Street and via Minnesota Avenue to the one way west arterial 2nd Street. The locational guidelines of the Comprehensive Plan also supports the expansion of existing uses to adjacent areas. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and allow outdoor car sales, which is currently allowed indoors.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses including all densities of residential development. The requested LC zoning can be compatible with the Established Central Area's infill goal of providing neighborhood-serving retail, office uses and high-density residential uses located along arterial streets.

RECOMMENDATION: In the past the MAPC has supported the expansion of established businesses after a case-by-case consideration. The proposed LC zoning would allow the expansion of the existing LC zoned auto repair and allow outdoor car sales to replace the current indoor car sales business. The applicant's 10,000-sqaure foot building was built in 1988 making it perhaps the most recent development in the area. Based upon information available prior to the public hearings, planning staff recommends that the proposed LC zoning and Conditional Use for outdoor car sales be APPROVED, subject to the following conditions:

(1) The Conditional Use permitted is the outdoor display and sale of automobiles and light trucks only, subject to the Supplemental Use Regulations UZC, Sec-D.3.6.x. No sale or rental of trailers, vehicles or trucks larger than pick-ups are permitted.
(2) No selling of cars shall be allowed until all permits have been acquired and all improvements to the site have been made.
(3) No outdoor display of cars for sales or cars waiting for repair is allowed north of Lot 38, Block 1, Minneapolis Addition.
(4) No outdoor storage of tires, parts, oil barrels or any other items used in car repair. All parked cars waiting for repair must be operable with current tags. No outside storage of salvaged vehicles or vehicles waiting for repair shall be permitted in association with this use
(5) Access onto and off of the site shall be off of Ash Street and the north moist point of Minnesota Avenue. No deliver of cars shall be permitted off of Minnesota Avenue.
(6) A six to eight foot tall solid wood fence shall be erected around the property where is adjacent or abutting residential zoned properties.
(7) All employee and customer parking and car sale display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material. Parking barriers shall be installed along all perimeter boundaries Abutting streets, except at driveway entrances or where fences are erected, to ensure that parked vehicles do not encroach onto public street right-of-way. The paving must be completed before the any vehicles are displayed or sold.
(8) The site shall be in compliance with the UZC's parking standards for car sales and limited vehicle repair.

(9) Outdoor lighting sources, including base or pedestal, pole and fixture, shall employ cut-off luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring Lot, unless evidence is provided to the satisfaction of the Zoning Administrator that the light source will be aimed or shielded such that the light source is not visible from the neighboring Lot. Lighting sources shall be limited to 15 feet in height within 200 feet of residential zoning Districts. No building lighting shall permitted on the north and east side of the building.
(10) The noise levels shall be in compliance with the compatibility noise standards of Sec. IV-C.6. Outdoor speakers and sound amplification systems shall not be permitted.
(11) No repair work shall be conducted except in the enclosed building, and further provided that no body work or painting is done.
(12) No portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted. No building signs are permitted on the north or east sides of the building. No signs on Minnesota Avenue or Ash Street
(13) There shall be no use of elevated platforms for the display of vehicles.
(14) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
(15) Provide a revised site plan for approval by the Planning Director within 60 days of approval of the Conditional Use and zoned change or the case will be declared null and void. No car sales until the revised site plan is approved
(16) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the surrounding area:** An older B zoned residential neighborhood made up of single-family residences, a few duplexes, tri-plexes, and four-plexes (mostly built in the 1920s) are abutting and adjacent to the north, east, and northeast sides of the site. An older B zoned residential neighborhood made up of mostly single-family residences, scattered duplexes, tri-plexes, and four-plexes (built 1872-1940s) is located south of the site, across 1st Street. A portion of the applicants' property is the only LC zoning in the neighborhood. I-135 is located approximately 40-50 feet west of the site.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The site's B zoning allows the current triplex development by right and ancillary parking by a Conditional Use, as well as any potential duplex, multi-family residential and some office development. The site is located within 40-50 feet of I-135, which makes residential development less attractive, as the traffic generated by the I-135 compromises the value of residential development. The LC zoned portion of the site is permitted for limited auto repair and the indoor display and sale of cars.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested LC zoning and Conditional Use allows for the expansion of the site's car sales and removes the restriction of the indoor display and sale of cars. The proposed Conditional Use is intended to minimize the negatively impact the on older established residential neighborhood and possibly leave a negative visual impact of the community from I-135.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2035 Wichita Future Growth Concept Map" of the "Comprehensive Plan" identifies the site as appropriate for "residential development." The site's residential development designation appears to confirm the site's and neighborhood's development mix of single-family residences, scattered duplexes, tri-plexus, and four-plexus. The Concept Map does not recognize the site's LC zoning. The requested LC zoning is not a match for the site's residential development designation, but does match the site's current LC zoning, which is what most of the site is zoned. The Map does show the area south of the site, across 1st Street, as appropriate for "new employment," which does match up with the site's LC zoning.

The "2035 Urban Growth Areas Map" identifies the site as being in the "Established Central Area." The Established Central Area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius. The Established Central Area is the focus area for the Wichita Urban Infill Strategy. Commercial development in the Established Central Area should be neighborhood-serving retail and office uses and high-density residential uses can be appropriate along arterial streets on small infill sites near residential uses or through conversions of residential structures if appropriate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding residential are provided and the scale of the development is appropriate for its context. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and car sales. In the past the MAPC has considered the relatively small size of a site for car repair and car sales to be a neighborhood serving business and considered car sales associated with existing or past car repair businesses.

The locational criteria for commercial development states that it should be located at the intersection of arterial streets and along highways and commercial corridors. The site is adjacent to I-135. If VAC2016-00004 is approved the site would abut the east side of the I-135 right-of-way. Access to the site can be provided through the applicant's east abutting LC zoned auto repair business, via Ash Street to the one way east arterial 1st Street and via Minnesota Avenue to the one way west arterial 2nd Street. The locational guidelines of the Comprehensive Plan also supports the expansion of existing uses to adjacent areas. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and allow outdoor car sales, which are currently allowed indoors.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses including all densities of residential development. The requested LC zoning can be compatible with the Established Central Area's infill goal of providing neighborhood-serving retail, office uses and high-density residential uses located along arterial streets.

(5) **Impact of the proposed development on community facilities:** The expanded site will generate more traffic onto Ash Street and 1st Street. Paved parking on the site will require a drainage study.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **MCKAY** seconded the motion, and it carried (10-0).

EXCERPT MINUTES OF MAY 19, 2016 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

Case No.: CON2016-00009 and ZON2016-00008 - Import Auto Center, Inc., Venture Realty, Inc (applicants/owners) and Kaw Valley Engineering, c/o Tim Austin (agent) request a City zone change from B Multi-family Residential to LC Limited and City conditional use request for car sales on property described as:

LOT 1, BLOCK 1, ALONG WITH 10 FEET VACATED ALLEY ADJACENT ON WEST, SIXTY-SIX ADDITION, SEDGWICK COUNTY, KANSAS; ALONG WITH, LOTS 30-32-34-36, EXCEPT THAT PART DEEDED TO CITY, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; ALONG WITH,
LOTS 38-40, EXCEPT THAT PART LYING WEST OF A LINE STARTING AT A POINT 59 FEET EAST OF THE SW CORNER LOT 40 AND ENDING AT A POINT 47.2 FEET EAST OF THE NW CORNER OF LOT 38 DEEDED TO CITY FOR HIGHWAY PURPOSES, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; ALONG WITH,
THE EAST 33 FEET OF LOTS 42-44 ALONG WITH THAT PART OF LOTS 42-44 DESCRIBED AS FOLLOWS: BEGINNING 33 FEET WEST OF THE NE CORNER OF LOT 42, THENCE SOUTH 22.60 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT 39.58 FEET, THENCE NORTH 2.35 FEET TO THE NORTH LINE OF LOT 42, THENCE EAST 32.50 FEET TO THE POINT OF BEGINNING, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; ALONG WITH,
THE EAST 33 FEET LOT 46 AND THE NORTH 5 FEET OF THE EAST 33 FEET OF LOT 48, BLOCK 1, MINNEAPOLIS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

BACKGROUND: The applicants are requesting LC Limited Commercial (LC) zoning on the 0.32-acre, platted B Multi-Family Residential (B) zoned portion of the of the1.12-acre site located north of 1st Street, on the east side of Minnesota Avenue. This B zoned north portion of the site is developed as a triplex (built 1935). The south and east parts of the site are the applicants' LC zoned auto repair and indoor car sales business, as permitted by Use Exception BZA12-87. The conditions of approval are:

(1) All vehicle sales on this property shall be displayed and stored within an enclosed building.
(2) That portion of the building to be occupied by the automobile sales business shall not exceed 5,000-square feet of floor area.
(3) All parking spaces on the property shall be surfaced and designated as off-street parking for customers and employees and not be used for display of company vehicles.
(4) If light is provided on the exterior, it shall be installed so as to not illuminate the adjoining residential properties by shielding and directing the light away from the residential properties.
(5) Signs shall be limited to that permitted by Sec.28.04.139 of the zoning ordinance, provided however, no string type lighting or banners shall be permitted.
(6) No sound projecting devices or loud speakers shall be used so as to be heard beyond the property lines.

(7) All screening required by the zoning ordinance for the protection of the adjacent residential properties shall be installed and maintained in good condition.
(8) Any change of occupancy of this building or change in the manner in which the automobile sales business is operated, shall null and void the resolution.
(9) Any expansion of the building shall be subject to compliance with the requirements of the ordinance and must be reconsidered by the BZA.
(10) Resolution BZA68-83 shall become null and void upon release of this resolution.

The applicants are requesting a Conditional Use to replace BZA12-87, to permit outdoor vehicle display and sales. The Unified Zoning Code (UZC, Sec-D.3.6.x) require a Conditional Use for car sales in the LC zoning district.

The LC and B zoned properties also had a variance approved, BZA13-87, to reduce the required parking from 41 parking spaces to 31 parking spaces and to reduce the 20-foot front setback along the portion of the site with Minnesota Avenue frontage for parking spaces. BZA13-87 was approved the same day as BZA12-87, subject to the above conditions, plus improvements to an abutting alley to City Standards, requiring parking barriers along right-of-way and landscaping in the reduced front setback that was not occupied by parking.

The applicants' auto repair business building (built 1988, approximately 10,000-square feet) has three bay doors facing 1st Street, as well as large windows and the entrance to the office. There is another bay door facing Minnesota Avenue as well as a large window. The applicants' site plan is projected on an aerial of the site. It does not show all of the proposed or existing parking spaces, instead it shows automobiles parked in unidentified space and a proposed sales display area for 13 vehicles. The site plan – aerial shows an existing drive onto Ash Street and an existing drive onto Minnesota Avenue. The site plan does not show proposed or existing lighting, existing or proposed screening, nor existing or proposed landscaping.

The construction of Interstate Highway I-135 (I-135), between 1971 and 1978, re-routed and reconfigured this portion of Minnesota Avenue into a cul-de-sac, taking away its intersection with 1st Street on its south end. The only access to this portion of Minnesota Avenue is on its north side at its intersection with 2nd Street. An older B zoned residential neighborhood made up of single-family residences, a few duplexes, tri-plexes, and four-plexes (mostly built in the 1920s) abuts and adjacent to the north, east, and northeast sides of the site. An older B zoned residential neighborhood made up of mostly single-family residences, scattered duplexes, tri-plexus, and four-plexes (built 1872-1940s) is located south of the site, across 1st Street.

CASE HISTORY: The site is platted as Lot 1, Block 1, along with 10 feet of the vacated alley adjacent on the west side, Sixty Six Addition. The Sixty Six Addition was recorded with the Register of Deeds on February 4, 1970. The site is also platted as Lots 30-32-34-36, except that part deeded to the City & Lots 38-40, except that part lying west of a line starting at a point 59 feet east of the southwest corner of Lot 40 and ending at a point 47.2 feet east of the northwest corner of Lot 38 deeded to the City for highway purposes, all in Block 1, Minneapolis Addition. The 'highway' referenced is the west, abutting section of I-135, which was constructed between 1971 and 1978. The construction of I-135 required additional right-of-way and re-routed and re-configured Minnesota Avenue into a cul-de-sac on its south end. The Minneapolis Addition was recorded with the Register of Deeds June 9, 1886. Vacation case V-1523, approved March 1,

1988, vacated with conditions, the east abutting north-south alley from 2nd Street to 1st Street. As already noted Use Exception BZA12-87 and variance request BZA13-87 were approved with the conditions listed by the BZA on April 28, 1987. Staff has received calls inquiring about the zoning request. None of these calls expressed opposition to the applicants' request.

NOTE: VAC2016-00004 was approved with conditions at the May 12, 2016, Subdivision Committee (SD) meeting. VAC2016-00004 is a request to vacate the south approximately 236 feet of the Minnesota Street public right-of-way. This portion of Minnesota Avenue abuts the east side of the applicants' property and will increase the size of the site. There were no protests at the SD meeting. VAC2016-00004 will be considered at the May 19, 2016, MAPC meeting.

ADJACENT ZONING AND LAND USE:

NORTH: B	Single-family residences
SOUTH: B	Single-family residences, scattered duplexes, tri-plexus, four-plexus
EAST: B	Single-family residences, scattered duplexes, tri-plexus, four-plexus
WEST: I-135	Interstate Highway I-135

PUBLIC SERVICES: All utilities are available to the site. The site currently has a driveway onto the Minnesota Avenue cul-de-sac on its north end where a tri-plex is located. The only access to this portion of Minnesota Avenue is on its north side with its intersection with the one-way west, two-lane arterial 2nd Street. Ash Street is a residential street that intersects with the one-way west, two-lane arterial 2nd Street on its north side and with the one-way west, two-lane arterial 1st Street on its south side

CONFORMANCE TO PLANS/POLICIES: The "2035 Wichita Future Growth Concept Map" of the "Comprehensive Plan" identifies the site as appropriate for "residential development." The site's residential development designation appears to confirm the site's and neighborhood's development mix of single-family residences, scattered duplexes, tri-plexes, and four-plexes. The Concept Map does not recognize the site's LC zoning. The requested LC zoning is not a match for the site's residential development designation, but does match the site's current LC zoning, which is what most of the site is zoned. The Map does show the area south of the site, across 1st Street, as appropriate for "new employment," which does match up with the site's LC zoning.

The "2035 Urban Growth Areas Map" identifies the site as being in the "Established Central Area." The Established Central Area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius. The Established Central Area is the focus area for the Wichita Urban Infill Strategy. Commercial development in the Established Central Area should be neighborhood-serving retail and office uses and high-density residential uses can be appropriate along arterial streets on small infill sites near residential uses or through conversions of residential structures if appropriate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding residential are provided and the scale of the development is appropriate for its context. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and car sales. In the past the MAPC has considered the relatively small size of a site for car repair and car sales to be a neighborhood serving business and considered car sales associated with existing or past car repair businesses.

The locational criteria for commercial development states that it should be located at the intersection of arterial streets and along highways and commercial corridors. The site is adjacent to I-135, but has no access to I-135. If VAC2016-00004 is approved the site would abut the east side of the I-135 right-of-way. Access to the site can be provided through the applicant's east abutting LC zoned auto repair business/indoor car sales, via Ash Street to the one way east bound arterial 1st Street and via Minnesota Avenue to the one way west arterial 2nd Street. The locational guidelines of the Comprehensive Plan also supports the expansion of existing uses to adjacent areas. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and allow outdoor car sales, which is currently allowed indoors.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses including all densities of residential development. The requested LC zoning can be compatible with the Established Central Area's infill goal of providing neighborhood-serving retail, office uses and high-density residential uses located along arterial streets.

RECOMMENDATION: In the past the MAPC has supported the expansion of established businesses after a case-by-case consideration. The proposed LC zoning would allow the expansion of the existing LC zoned auto repair and allow outdoor car sales to replace the current indoor car sales business. The applicant's 10,000-sqaure foot building was built in 1988 making it perhaps the most recent development in the area. Based upon information available prior to the public hearings, planning staff recommends that the proposed LC zoning and Conditional Use for outdoor car sales be APPROVED, subject to the following conditions:

(1) The Conditional Use permitted is the outdoor display and sale of automobiles and light trucks only, subject to the Supplemental Use Regulations UZC, Sec-D.3.6.x. No sale or rental of trailers, vehicles or trucks larger than pick-ups are permitted.
(2) No selling of cars shall be allowed until all permits have been acquired and all improvements to the site have been made.
(3) No outdoor display of cars for sales or cars waiting for repair is allowed north of Lot 38, Block 1, Minneapolis Addition.
(4) No outdoor storage of tires, parts, oil barrels or any other items used in car repair. All parked cars waiting for repair must be operable with current tags. No outside storage of salvaged vehicles or vehicles waiting for repair shall be permitted in association with this use
(5) Access onto and off of the site shall be off of Ash Street and the north moist point of Minnesota Avenue. No deliver of cars shall be permitted off of Minnesota Avenue.
(6) A six to eight foot tall solid wood fence shall be erected around the property where is adjacent or abutting residential zoned properties.
(7) All employee and customer parking and car sale display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material. Parking barriers shall be installed along all perimeter boundaries Abutting streets, except at driveway entrances or where fences are erected, to ensure that parked vehicles do not encroach onto public street right-of-way. The paving must be completed before the any vehicles are displayed or sold.
(8) The site shall be in compliance with the UZC's parking standards for car sales and limited vehicle repair.

(9) Outdoor lighting sources, including base or pedestal, pole and fixture, shall employ cut-off luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring Lot, unless evidence is provided to the satisfaction of the Zoning Administrator that the light source will be aimed or shielded such that the light source is not visible from the neighboring Lot. Lighting sources shall be limited to 15 feet in height within 200 feet of residential zoning Districts. No building lighting shall permitted on the north and east side of the building.

(10) The noise levels shall be in compliance with the compatibility noise standards of Sec. IV-C.6. Outdoor speakers and sound amplification systems shall not be permitted.

(11) No repair work shall be conducted except in the enclosed building, and further provided that no body work or painting is done.

(12) No portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted. No building signs are permitted on the north or east sides of the building. No signs on Minnesota Avenue or Ash Street

(13) There shall be no use of elevated platforms for the display of vehicles.

(14) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

(15) Provide a revised site plan for approval by the Planning Director within 60 days of approval of the Conditional Use and zoned change or the case will be declared null and void. No car sales until the revised site plan is approved

(16) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the surrounding area:** An older B zoned residential neighborhood made up of single-family residences, a few duplexes, tri-plexes, and four-plexes (mostly built in the 1920s) are abutting and adjacent to the north, east, and northeast sides of the site. An older B zoned residential neighborhood made up of mostly single-family residences, scattered duplexes, tri-plexes, and four-plexes (built 1872-1940s) is located south of the site, across 1st Street. A portion of the applicants' property is the only LC zoning in the neighborhood. I-135 is located approximately 40-50 feet west of the site.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The site's B zoning allows the current triplex development by right and ancillary parking by a Conditional Use, as well as any potential duplex, multi-family residential and some office development. The site is located within 40-50 feet of I-135, which makes residential development less attractive, as the traffic generated by the I-135 compromises the value of residential development. The LC zoned portion of the site is permitted for limited auto repair and the indoor display and sale of cars.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested LC zoning and Conditional Use allows for the expansion of the site's car sales and removes the restriction of the indoor display and sale of cars. The proposed Conditional Use is intended to minimize the negatively impact the on older established residential neighborhood and possibly leave a negative visual impact of the community from I-135.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2035 Wichita Future Growth Concept Map" of the "Comprehensive Plan" identifies the site as appropriate for "residential development." The site's residential development designation appears to confirm the site's and neighborhood's development mix of single-family residences, scattered duplexes, tri-plexus, and four-plexus. The Concept Map does not recognize the site's LC zoning. The requested LC zoning is not a match for the site's residential development designation, but does match the site's current LC zoning, which is what most of the site is zoned. The Map does show the area south of the site, across 1st Street, as appropriate for "new employment," which does match up with the site's LC zoning.

The "2035 Urban Growth Areas Map" identifies the site as being in the "Established Central Area." The Established Central Area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius. The Established Central Area is the focus area for the Wichita Urban Infill Strategy. Commercial development in the Established Central Area should be neighborhood-serving retail and office uses and high-density residential uses can be appropriate along arterial streets on small infill sites near residential uses or through conversions of residential structures if appropriate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding residential are provided and the scale of the development is appropriate for its context. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and car sales. In the past the MAPC has considered the relatively small size of a site for car repair and car sales to be a neighborhood serving business and considered car sales associated with existing or past car repair businesses.

The locational criteria for commercial development states that it should be located at the intersection of arterial streets and along highways and commercial corridors. The site is adjacent to I-135. If VAC2016-00004 is approved the site would abut the east side of the I-135 right-of-way. Access to the site can be provided through the applicant's east abutting LC zoned auto repair business, via Ash Street to the one way east arterial 1st Street and via Minnesota Avenue to the one way west arterial 2nd Street. The locational guidelines of the Comprehensive Plan also supports the expansion of existing uses to adjacent areas. The proposed LC zoning would allow the expansion of an existing LC zoned auto repair business and allow outdoor car sales, which are currently allowed indoors.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses including all densities of residential development. The requested LC zoning can be compatible with the Established Central Area's infill goal of providing neighborhood-serving retail, office uses and high-density residential uses located along arterial streets.

(5) **Impact of the proposed development on community facilities:** The expanded site will generate more traffic onto Ash Street and 1st Street. Paved parking on the site will require a drainage study.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **MCKAY** seconded the motion, and it carried (10-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Kameelah Alexander, Office of Community Services

SUBJECT: ZON2016-00008 & CON016-00009

DATE: June 24, 2016

On Monday, June 13, 2016, the District I Advisory Board considered a request for LC Limited Commercial (LC) zoning on the 0.32-acre, platted B Multi-Family Residential (B) zoned portion of the of the1.12-acre site located north of 1st Street, on the east side of Minnesota Avenue. This B zoned north portion of the site is developed as a triplex (built 1935). The south and east parts of the site are the applicants' LC zoned auto repair and indoor car sales business, as permitted by Use Exception BZA12-87. The conditions of approval are:

The applicants are requesting a Conditional Use to replace BZA12-87, to permit outdoor vehicle display and sales. The Unified Zoning Code (UZC, Sec-D.3.6.x) require a Conditional Use for car sales in the LC zoning district.

Based upon information available prior to the public hearings, planning staff recommends that the proposed LC zoning and Conditional Use for outdoor car sales be APPROVED, subject to the 16 listed conditions.

DAB members asked questions on the following items:

- Was there any opposition from residents in the area?
- Was signage posted to notify residents?
- Are there any plans to raze the building?

Public Questions/Comments:

- How will the residents get around if a street is closed off?
- Does the company plan to give back to the community?

City staff and the agent were able to provide satisfactory responses.

Action Taken: James/Wynne made a motion to approve the zoning/conditional use request. Motion passed 8:0.

Agenda Report No. II-28

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

SUBJECT: DED2015-00019 Dedication of Street Right-of-Way Located on the West Side of South Seneca Street, North of West Pawnee Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Dedication.

Background: The Dedication is associated with Lot Split Case No. LSP2015-00035 (Hotmar Addition) and has been requested by the City of Wichita Traffic Engineer.

Analysis: The Dedication DED2015-00019 is for street right-of-way purposes along South Seneca Street.

Financial Considerations: There are no financial considerations associated with the Dedication.

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Dedication of Street Right-of-Way

DEDICATION OF STREET RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

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, Jose G Bernal being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

The North 100 feet of Lot 1, Block 1, Hotmar Addition to Wichita, Sedgwick County, Kansas.

do hereby dedicate, transfer and convey to the CITY of Wichita, The East Ten feet ~~and~~ of J.G.B the North One Hundred feet of Lot 1, Block 1, Hotmar Addition to Wichita, Sedgwick County, Kansas; to have and to hold the same forever.

Executed this 1st day of February, 2016

Jose G. Bernal 02-01-16

Jose G Barnal date

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 1st day of February 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Jose G Barnal, who is 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public

(My Commission Expires: ~~March 8, 2017~~

Dan Moore
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 03/18/2019

DED 2015-00019
LSP 2015-00035

Jennifer Magana, City Attorney and Director of Law

Agenda Report No. II-29

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

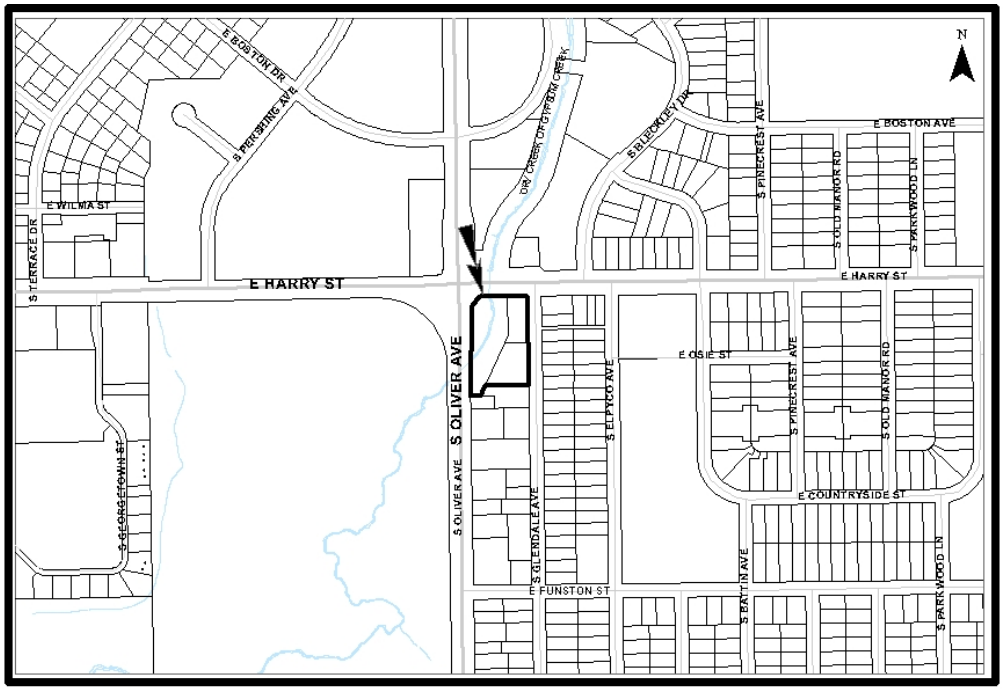
SUBJECT: SUB2015-00041 -- Plat of QuikTrip 21st Addition Located on the Southeast Corner of East Harry Street and South Oliver Avenue (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-1)



Background: The site consists of one lot on 2.12 acres. A zone change (ZON2015-00042) has been approved from Two-Family Residential (TF-3), Multi-Family Residential (MF-29) and Multi-Family Residential (B) to Limited Commercial (LC). The plat is subject to a Protective Overlay addressing landscaping and screening.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a private paving project for street improvements to Glendale. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property. The site is within the noise impact area of McConnell Air Force Base; therefore, the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

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 Notice of Protective Overlay, Avigational Easement and Restrictive Covenant 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 and authorize the necessary signatures.

Attachments: Notice of Protective Overlay
Avigational Easement
Restrictive Covenant

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this _____ day of _____, 2016, by QuikTrip West, Incorporated, hereinafter called "Declarants,"

WITNESSETH

WHEREAS, Declarants are the owners of the following-described property:

QuikTrip 21st Addition, an Addition to Wichita, Sedgwick County, Kansas

WHEREAS, Declarants are desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved Protective Overlay (P.O. #301) per Zone Change Case ZON2015-00042 has placed restrictions on the use and requirements of the development of the above-described real property. This Protective Overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to QuikTrip 21st Addition.

EXECUTED the day and year first written above.

QUIKTRIP WEST, INCORPORATED

By:_____
Chad M. Stanford, Vice President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Chad M. Stanford, Vice President, QuikTrip West, Incorporated, personally known to me to be the same person who executed the within instrument of writing and 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.
(SEAL)

_____
Notary Public

My Appointment Expires:_____

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that QuikTrip West, Incorporated, does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to wit:

All property platted as **QuikTrip 21st Addition, an addition to Wichita, Sedgwick County, Kansas.**

By virtue of this easement, the grantors, for and on behalf of themselves and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF:
The Grantors have signed these presents this _____, day of _____, 2016.

QUIKTRIP WEST, INCORPORATED

By:_____
Chad M. Stanford, Vice President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Chad M. Stanford, Vice President, QuikTrip West, Incorporated, personally known to me to be the same person who executed the within instrument of writing and 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.
(SEAL)

_____
Notary Public

My Appointment Expires:_____

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING: **Lot 1, Block 1, QuikTrip 21st Addition.**

THIS DECLARATION made this _____ day of _____, 2016, QuikTrip West, Incorporated, hereinafter called the Grantors.

WITNESSETH:

WHEREAS, Grantors are owners of QuikTrip 21st Addition, an addition to Wichita, Sedgwick County, Kansas, which property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon the owners enjoyment of property and may, depending upon the degree of acoustical treatment of the structure, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any building constructed in said addition to be designed and constructed giving proper consideration to noise pollution in the area.

NOW THEREFORE, Grantors, hereby declare that QuikTrip 21st Addition, shall be and the same is subjected to the following restrictive covenant, to wit:

> Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

QUIKTRIP WEST, INCORPORATED

By:_____
Chad M. Stanford, Vice President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Chad M. Stanford, Vice President, QuikTrip West, Incorporated, personally known to me to be the same person who executed the within instrument of writing and 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.

(SEAL)

_____
Notary Public

My Appointment Expires:_____

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Report No. II-30

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

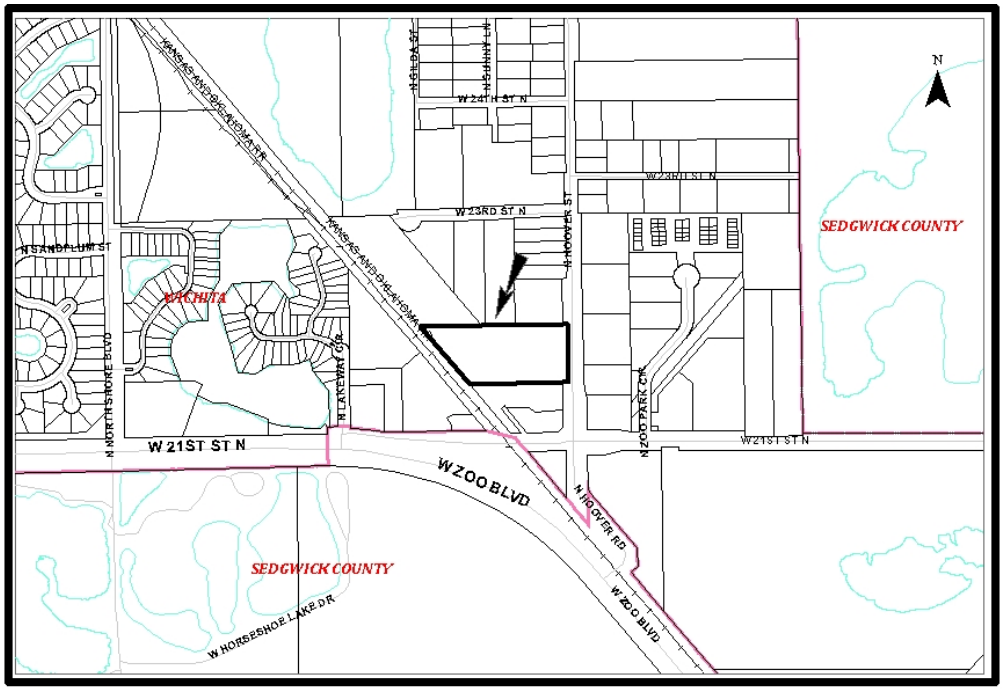
SUBJECT: SUB2016-00001 -- Plat of Lighthouse Addition Located on the West Side of North Hoover Street, North of West 21st Street North (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site consists of two lots on 5.64 acres. A zone change (ZON2016-00001) has been approved from Single-Family Residential (SF-5) and Light Commercial (LC) to Limited Industrial (LI).

Analysis: Water services are available to serve the site. The applicant has submitted a Petition and a Certificate of Petition for sewer improvements.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: The petition amount is $39,000 for sewer improvements. The funding source for the project is special assessments.

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 plat, authorize the necessary signatures and adopt the Resolution.

Attachments: Certificate of Petition
Resolution

CERTIFICATE OF PETITIONS

CITY OF WICHITA)
COUNTY OF SEDGWICK) ss.
STATE OF KANSAS)

I, Nathan Robertson, member, Lighthouse Development, LLC owner of Lighthouse Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Extension ($39,000)

2.

3.

4.

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Lighthouse Addition may be subject to special assessments thereto for the cost of constructing the above described improvements.

Signed this 10th, day of June, 2016.

Nathan Robertson, Member
Lighthouse Development, LLC

CITY OF WICHITA)
COUNTY OF SEDGWICK) ss.
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 10th day of June, 2016, by Nathan Robertson, Member of Lighthouse Addition, LLC.

Seal or Stamp

Rachna Rathi, Notary Public
(signature of notary officer)

My appointment expires: 12/02/2019

RACHNA S. RATHI
Notary Public - State of Kansas
My Appt. Expires

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law

132019

(Published in the ***Wichita Eagle***, on July 15, 2016)

RESOLUTION NO. 16-188

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 7, MAIN 20, SOUTHWEST INTERCEPTOR SEWER –LIGHTHOUSE ADDITION/NORTH OF 21ST STREET NORTH, WEST OF HOOVER) (468-85129).

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 a lateral sanitary 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 Nine Thousand Dollars ($39,000)**, 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 hereof.

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

LOTS 1-2, BLOCK A, LIGHTHOUSE ADDITION

(d) The method of assessment is: **on a fractional basis as described below.**

The owner(s) of Lot 1, Block A shall pay 50% and owner(s) of Lot 2, Block A shall pay 50% of the total cost payable by the improvement district.

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, July 12, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Report No. II-31

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

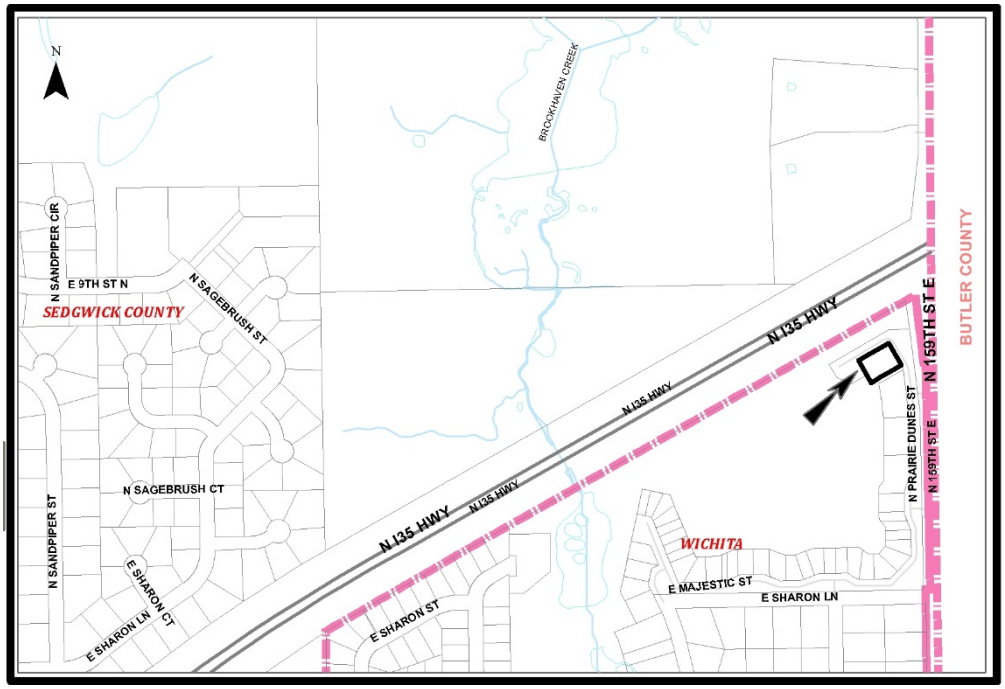
SUBJECT: SUB2016-00003 -- Plat of Terradyne West 4th Addition Located North of East Central Avenue, West of North 159th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

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



Background: The site consists of a reserve on 16,500 square feet zoned Single-Family Residential (SF-5).

Analysis: Water and sewer services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department concurs that the approval of the plat is in accordance with City policy.

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

Attachments: None

Agenda Item No. II-32

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

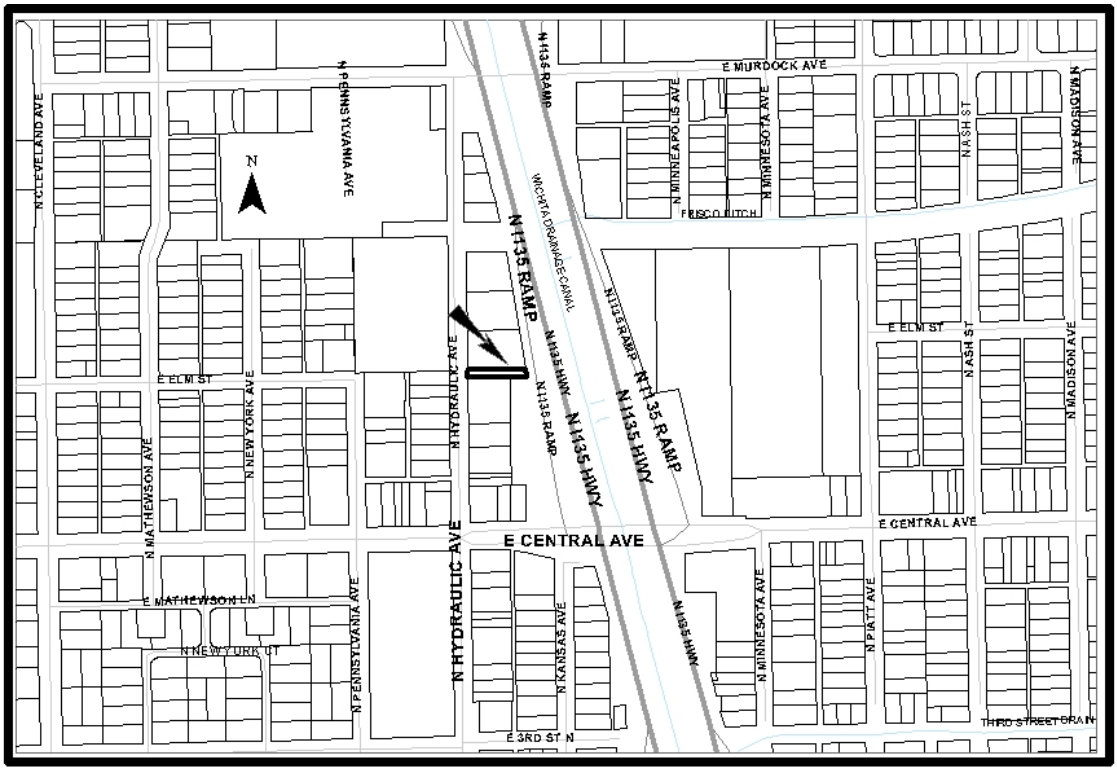
SUBJECT: VAC2015-00057 - Request to Vacate a Platted Utility Easement on Property Generally Located on the East Side of North Hydraulic Avenue and North of East Central Avenue (District I)

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 (12-0).



Background: The applicant proposes to vacate the platted 188.79-foot long by 25-foot wide utility easement located in and running parallel to the south property line of Lot 3, McGinty Addition. There is a sewer line and manhole in the subject easement. City Public Works has reviewed and approved a private sewer project, PPS #2267, to abandon the sewer line and manhole. PPS #2267 also applies to VAC2016-00001, located south, adjacent to the subject site and on today's City Council agenda. Westar has approved the vacation request. The McGinty Addition was recorded with the Register of Deeds August 12, 1983.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (12-0) 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.

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 Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County 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 (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTED UTILITY EASEMENT	)	
GENERALLY LOCATED ON THE EAST SIDE OF NORTH HYDRAULIC AVENUE AND NORTH OF EAST CENTRAL AVENUE	)	**VAC2015-00057**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 12th day of July, 2016, comes on for hearing the petition for vacation filed by the Timothy A. McGinty Trust, c/o Timothy McGinty, trustee (owner), praying for the vacation of the following described platted utility easement, to-wit:

A 25-foot wide utility easement being located in and parallel to the south 25-feet of Lot 3, McGinty Addition, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 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 platted utility easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. 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.

5. The vacation of the described platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12th day of July, 2016, ordered that the above-described platted utility easement is 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

Agenda Item No. II-33

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

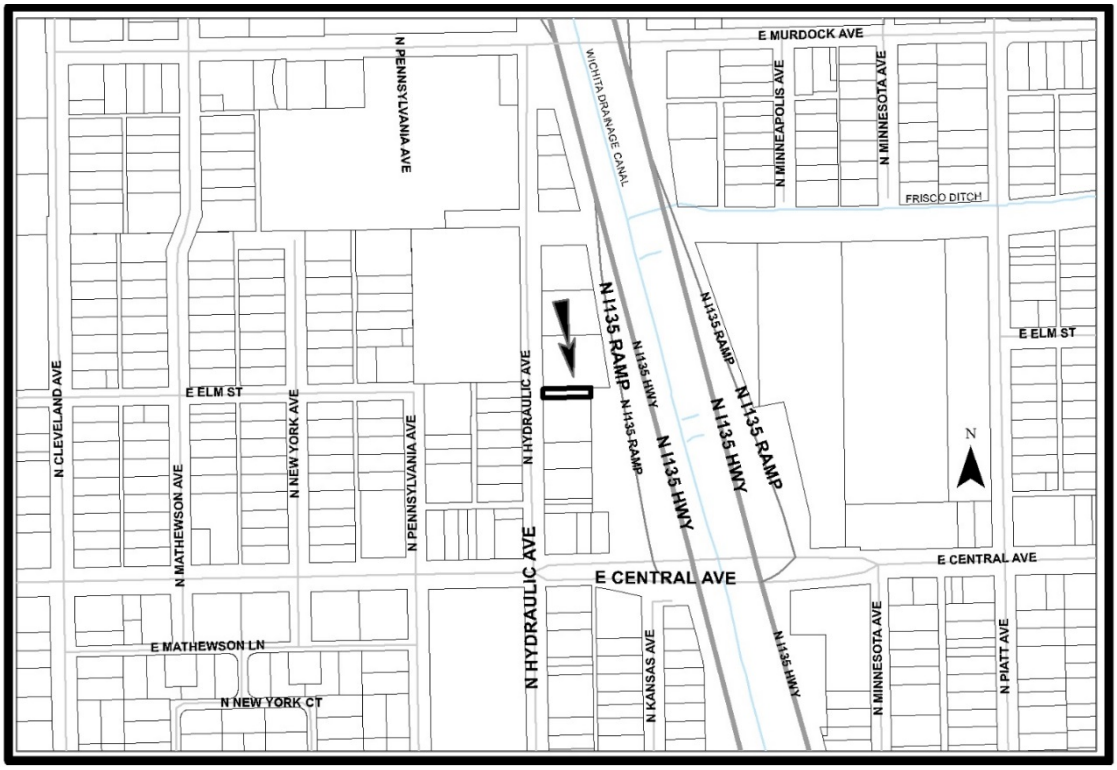
SUBJECT: VAC2016-00001 - Request to Vacate an Easement Created by the Vacation of Public Street Right-of-Way on Property Generally Located on the East Side of North Hydraulic Avenue and North of East Central Avenue (District I)

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 a 25-foot wide by 135-foot long utility easement created by the vacation of a portion of East Elm Street located east of North Hydraulic Avenue (west side), and between Lot 25, Ratliffes Addition (south side) and Lot 3, McGinty Addition (north side); V-1114, approved November 9, 1983, Vacation Ordinance #38-447. There is a sewer line and manhole located in the east portion of the subject easement. City Public Works has reviewed and approved a private sewer project, PPS #2267, to abandon the sewer line and manhole. PPS #2267 also applies to VAC2015-00057, located north, adjacent to the subject site and on today's City Council agenda. AT&T has underground lines located in the subject easement. The applicant and AT&T have a private agreement and AT&T has approved the vacation. Westar Energy has lines and equipment in the easement. The applicant has reached a private agreement with Westar, which approves the vacation request.

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.

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 Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County 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 (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A UTILITY EASEMENT CREATED BY THE VACATION OF PUBLIC STREET RIGHT-OF-WAY	)	
GENERALLY LOCATED ON THE EAST SIDE OF NORTH HYDRAULIC AVENUE AND NORTH OF EAST CENTRAL AVENUE	)	**VAC2016-00001**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 12th day of July, 2016, comes on for hearing the petition for vacation filed by the Timothy A. McGinty Trust, c/o Timothy McGinty, trustee (owner), praying for the vacation of the following described utility easement created by the vacation of a portion of public street right-of-way, to-wit:

A 25-foot wide by 135-foot long utility easement created by the vacation (V-1114, approved November 9, 1983, Vacation Ordinance #38-447) of that portion of East Elm Street located east of Hydraulic Avenue, and abutting Lot 25, Ratliffes Addition on the south and Lot 3, McGinty Addition on the north, Wichita, Sedgwick, County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 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 utility easement created by the vacation of a portion of public street right-of-way 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. 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.

5. The vacation of the described utility easement created by the vacation of a portion of public street right-of-way, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12th day of July, 2016, ordered that the above-described utility easement created by the vacation of a portion of public street right-of-way is 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

Agenda Item No. II-34

City of Wichita
City Council Meeting
July 12, 2016

TO: Mayor and City Council

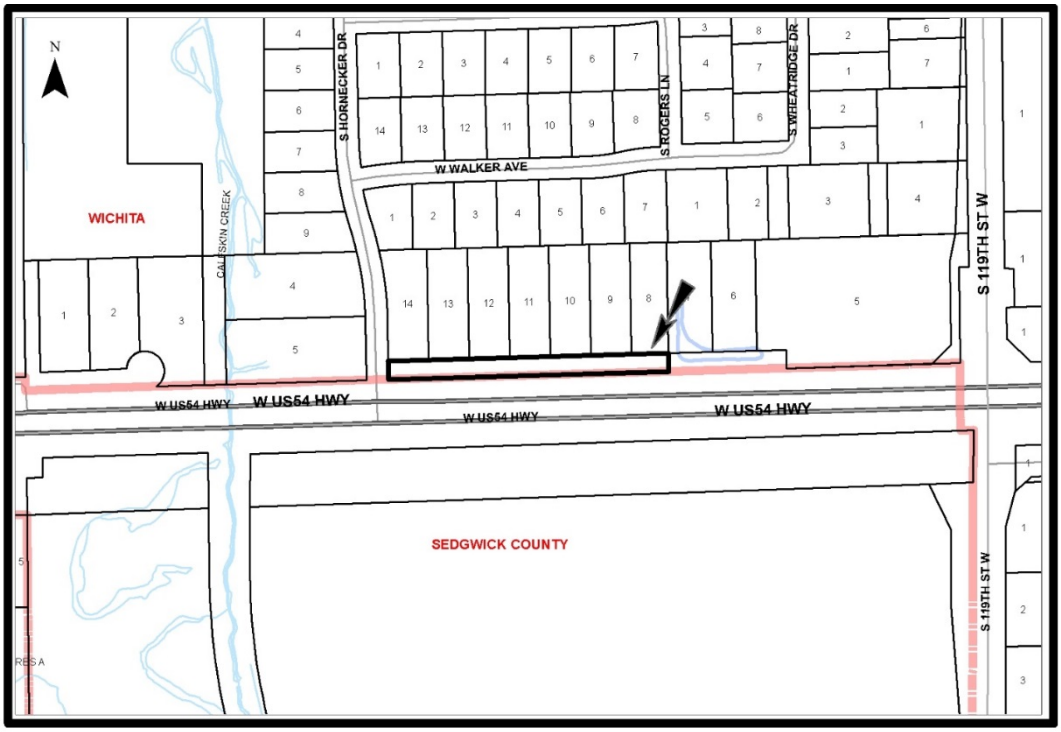
SUBJECT: VAC2016-00016 - Request to Vacate a Portion of the Platted Harry Drive Public Street Right-of-Way and a Platted Front Building Setback Generally Located West of South 119th Street West, on the North Side of West Kellogg Street and East of South Hornecker Drive (District IV)

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 (10-0).



Background: The applicant is requesting the vacation of the 50-foot wide portion of the unimproved, platted Harry Drive public street right-of-way (ROW) that abuts Hornecker Drive on its west side, Lots 8-14 (subject lots), Block 2, Wheatridge Addition on its north side, Lot 7, Block 2, Wheatridge Addition on its east side and Kellogg Street– US Highway US-54 on its south side. On December 13, 2005, City Council approved VAC2005-00035, which vacated the eastern portion of Harry Drive. The combination of the current vacation request and VAC2005-00035 vacates all of Harry Drive in this area. To ensure access to Lots 8-14 (subject lots), Block 2, Wheatridge Addition, the applicant has provided a cross lot access agreement between the subject lots that will provide access to Hornecker Drive. The Wheatridge Addition plat has complete access control on the abutting Lots 5-14 onto Harry Drive, making the cross lot access agreement necessary; complete access control will be retained. Public Works requires the dedication of a 50-foot by 50-foot triangle shaped drainage easement located at Harry Drive's intersection with Hornecker Street. There are no utilities located in this portion of Harry Drive. The applicant is also requesting that the platted 35-foot front setback located on Lots 8-14 (inclusive), Block 2, Wheat Ridge Addition, be vacated and replaced with the lots' GC General Commercial zoning district's 20-foot front setback. The Wheatridge Addition was recorded with the Sedgwick County Register of Deeds on April 8, 1968.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

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, a covenant binding and tying the vacated public street right-of-way to the north abutting properties, a drainage easement and a cross lot circulation agreement. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order, the covenant, the drainage easement and the cross lot circulation agreement will be recorded with the Sedgwick County 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 (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- A covenant binding and tying the vacated right-of-way to the north abutting properties
- A drainage easement
- A cross lot circulation agreement

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PORTION PLATTED STREET RIGHT-OF-WAY & A PLATTED FRONT BUILDING SETBACK	)	
GENERALLY LOCATED WEST OF SOUTH 119TH WEST, ON THE NORTH SIDE OF WEST KELLOGG STREET -US 54 HIGHWAY AND EAST OF SOUTH HORNECKER DRIVE	)	**VAC2016-00016**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 12th day of July, 2016, comes on for hearing the petition for vacation filed by the Steven J. Martens & Michael R. Martens, c/o Steven J. Martens (owner), praying for the vacation of the following described platted public street right-of-way and a platted front building setback, to-wit:

Platted Harry Drive Vacation Description: All of that part of Harry Drive adjoining Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Wheatridge Addition, Wichita, Sedgwick County, Kansas.
&
Platted Front Building Setback Vacation Description: The south 35 feet of Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Wheatridge Addition, Wichita, Sedgwick County, Kansas, EXCEPT the west 35 feet of the south 35 feet said Lot 14.

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 April 28, 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 platted public street right-of-way and a platted front building setback and the public will suffer no loss or inconvenience thereby.

3. A covenant binding and tying the vacated public street right-of-way to the north

abutting properties, a drainage easement and a cross lot circulation agreement will be recorded with this Vacation Order at the Sedgwick County Register of Deeds. The covenant binding and tying the vacated public street right-of-way to the north abutting properties will also be recorded with the Sedgwick County Appraisers Office.

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 platted public street right-of-way and the platted front building setback, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12th day of July, 2016, ordered that the above-described platted public street right-of-way and a platted front building setback 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

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, Steven J. Martens and Michael R. Martens, owners of the following described real property:

Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Wheatridge Addition, Sedgwick County, Kansas.

NOW THEREFORE, in consideration of City of Wichita vacation request VAC2016-00016 receiving approval from the appropriate governmental authorities, the undersigned agrees and covenants that each of the aforementioned lots shall be bound together with their adjoining portion of the following described street vacation.

All of that part of Harry Drive adjoining Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Wheatridge Addition, Sedgwick County, Kansas.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the property is replatted.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written above.

Steven J. Martens

Michael R. Martens

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

This instrument was acknowledged before me this 16th day of MAY 2016, by Steven J. Martens.

Notary Public

My Appointment Expires: 1-11-17

DIANNA L. SCHREIMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-11-17

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

This instrument was acknowledged before me this 16th day of MAY 2016, by Michael R. Martens.

Notary Public

My Appointment Expires: 1-11-17

DIANNA L. SCHREIMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-11-17

DRAINAGE EASEMENT

THIS EASEMENT made this 16th day of MAY, 2016, by and between Steven J. Martens and Michael R. Martens of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system over, along, and under the following described real estate situated in Sedgwick County, Kansas, to wit:

That part of Harry Drive as platted in Wheatridge Addition, Sedgwick County, Kansas, described as beginning at the southwest corner of Lot 14, Block 2, in said addition; thence South along the east right of way line of Hornecker Drive as platted in said addition, 50.00 feet to the south right of way line of said Harry Drive; thence East along said south right of way line, 50.00 feet; thence northwesterly, 70.7 feet, more or less 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 drainage system.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Steven J. Martens

Michael R. Martens

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

This instrument was acknowledged before me this 16th day of MAY 2016, by Steven J. Martens.

Notary Public

My Appointment Expires: 1-11-17

DIANNA L. SCHREIMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-11-17

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

This instrument was acknowledged before me this 16th day of MAY 2016, by Michael R. Martens.

Notary Public

My Appointment Expires: 1-11-17

DIANNA L. SCHREIMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-11-17

CITY OF WICHITA

By: Gary Janzen, P.E.
Gary Janzen, P.E. City Engineer CITY ENGINEER

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 14th day of JUNE 2016, by Gary Janzen, P.E. City Engineer, for the City of Wichita.

STATE OF KANSAS NOTARY PUBLIC
KATHY WILSON
My Appointment Expires
December 20, 2019

Notary Public

My Appointment Expires: 12.20.19
SEAL

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 7TH day of APRIL, 2016 by the undersigned,

WITHNESSETH; That,

WHEREAS, Declarants are the owners of the following described property:

Lots 8, 9, 10, 11, 12, 13 and 14, Block 2, Wheatridge Addition, Sedgwick County, Kansas.

and

WHEREAS, it is desireable to provide a cross-lot circulation agreement for the benefit of the above described property; and

WHEREAS, Declarants are the owners of parcels of land, which combined comprise the property to be burdened by said agreement and desire hereby to establish cross-lot circulation agreement serving said property.

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

1. Declarants grant to all future Owners, their agents, assigns, lessees, customers invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the above described property for driveways, walkways, ingress and egress, parking motor vehicles. All entrances, exits, aisle ways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

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

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

Steven J. Martens

Michael R. Martens

STATE OF KANSAS)
) **SS**
SEDGWICK COUNTY)

This instrument was acknowledged before me this 7th day of April 2016, by Steven J. Martens.

Notary Public

My Appointment Expires:_____

DIANNA L. SCHREIMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-17-17

STATE OF ~~KANSAS~~ Florida)
Polk) **SS**
~~SEDGWICK~~ COUNTY)

This instrument was acknowledged before me this 7th day of April 2016, by Michael R. Martens.

Notary Public Jamey Trim

My Appointment Expires: Feb 11, 2018

JAMEY TRIM
Notary Public - State of Florida
My Comm. Expires Feb 11, 2018
Commission # FF 091641

Agenda Item No. II-35

City of Wichita
City Council Meeting
July 12, 2016

TO: Wichita Housing Authority Board Members

SUBJECT: Application for Conversion of Calvary Towers to Housing Choice Vouchers

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority **(**Consent)

Recommendation: Approve the application, grant award upon receipt and authorize the necessary signatures.

Background: On June 29, 2016**,** the U. S. Department of Housing and Urban Development (HUD) sent a letter to the Wichita Housing Authority (WHA) to solicit cooperation in applying for and administering 60 Housing Choice Vouchers to assist families who have been participating in HUD's Multi-Family project based rental assistance program. The vouchers are available because Calvary Towers is no longer eligible for the Multi-Family assisted housing. The WHA responded with a verbal agreement to accept the responsibility, which will enable families to continue to have rental assistance for affordable, safe and decent housing. The new vouchers will be administered through the client-based Housing Choice Voucher Program that the Wichita Housing Authority administers.

Analysis: The WHA will be responsible for administering the rental assistance vouchers for eligible families who are being impacted by the HUD abatement for Calvary Towers. Households at Calvary Towers may voluntarily relocate due to the owner's non-compliance with HUD from the property with a voucher. Households cannot utilize their vouchers to lease units at the Calvary Towers property. Families may choose to rent eligible units from other property owners. Vouchers that are not used by any of the families may be used by families already on the WHA Housing Choice Voucher Program waiting list.

Financial Considerations: The program is completely funded by HUD and will not impact the City General Fund.

Legal Considerations: The Law Department has approved the funding documents as to form.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board approve the application, grant award upon receipt, and authorize the necessary signatures.

Attachment: Funding Application.

Funding Application

Section 8 Tenant-Based Assistance
Rental Certificate Program
Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp.04/30/2018)

Send the original and two copies of this application form and attachments to the local HUD Field Office

Eligible applicants (HAs) must submit this information when applying for grant funding for tenant-based housing assistance programs under Section 8 of the U.S. Housing Act of l937 (42 U.S.C. 1437f). HUD will use the information to evaluate an application based on selection crit eria stated in the Notice of Funding Availability (NOFA). HUD will notify the HA of its approval/disapproval of the funding application. Responses are required to obtain a benefit from the Federal Govenment. The information requested does not lend itself to confidentiality.

Name and Mailing Address of the Housing Agency (HA) requesting housing assistance payments

Do you have an ACC with HUD	No	Yes
for Section 8 Certificates?	☐	☐
for Section 8 Vouchers?	☐	X

Date of Application: June 29, 2016

Legal Area of Operation
(area in which the HA has authority under State and local law to administer the program)

A. Area(s) From Which Families To Be Assisted Will Be Drawn.

Locality (city, town, etc.)	County	Congressional District	Units
Calvary Towers Apartments	Sedgwick	4th	60
2600 North Grove			
Wichita, Kansas 67219			

B. Proposed Assisted Dwelling Units. (Complete this section based on the unit sizes of the applicants at the top of the w aiting list)

	Number of Dwelling Units by Bedroom Size							
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR	Total Dwelling Units
Certificates								
Vouchers	54	6						

C. Average Monthly Adjusted Income. Complete this section based on actual incomes of current participants by unit size. Enter average monthly adjusted income for each program separately and only for the unit sizes requested in Section B.

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR
Certificates	$	$	$	$	$	$	$
Vouchers	$	$	$	$	$	$	$

D. Need for Housing Assistance. Demonstrate that the project requested in this application is responsive to the condition of the housing stock in the community and the housing assistance needs of low-income families residing in or expected to reside in the community. (If additional space is needed, add separate pages

E. Housing Quality Standards (HQS). (Check applicable box) HUD's HQS will be used with no modifications Attached for

HUD approval are HQS acceptability criteria variations

F. New HA Information. Complete this section if HA currently does not administer a tenant-based certificate or voucher program.

Financial and Administrative Capability. Describe the experience of the HA in administering housing or other programs and prov ide any other relevant information which evidences present or potential management capability for the proposed rental assistance program. Submit this narrative on a separate page.

Qualification as an HA. Demonstrate that the applicant qualifies as an HA and is legally qualified and authorized to administer the funds applied for in this application. Submit the relevant enabling legislation and a supporting legal opinion.

Note: If this application is approved, the HA must submit for HUD approval a utility allowance schedule and budget documents.

G. Certifications. The following certifications are incorporated as a part of this application form. The signature on the last page of this ap plication of the HA representative authorized to sign the application signifies compliance with the terms of these certifications.

Equal Opportunity Certification

The Housing Agency (HA) certifies that:

(1) The HA will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, be excluded fr om participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will take any measures necessary to effectuate this agreement.

(2) The HA will comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations issued pursuant thereto (24 CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(3) The HA will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance and HUD regulations (24 CFR Part 107).

(4) The HA will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant ther eto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of th e handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity r eceiving Federal financial assistance.

(5) The HA will comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146) which state that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving Federal financial assistance .

(6) The Housing Agency will comply with the provisions of Title II of the Americans with Disabilities Act (42 U.S.C. 12131)and regulations issued pursuant thereto (28 CFR Part 35) which state that subject to the provisions of Title II, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activiti es of a public entity, or be subjected to discrimination by any such entity.

The following provisions apply only to housing assisted with Project-Based Certificates:

(7) The HA will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity.

(8) The HA will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and regul ations issued pursuant thereto (24 CFR Part 135), which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for metropolitan area (or non-metropolitan county) in which the project is located.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influen cing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an em ployee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modificat ion of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempt ing to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a M ember of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certification Regarding Drug-Free Workplace Requirements

Instructions for Drug-Free Workplace Requirements Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized un der the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award , if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements .

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work un der the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement r equired by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c) , (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check if there are workplaces on file that are not identified here.

Housing Agency Signature

Signature of HA Representative	Print or Type Name of Signatory John E. Hall	
	Phone No. 316-462-3795	Date July 12, 2016

City of Wichita
City Council Meeting
July 12, 2016

TO: Wichita Airport Authority

SUBJECT: 1995 Midfield Road HVAC Improvements
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project budget.

Background: The facility at 1995 Midfield Road was constructed in 1982 and has mechanical systems that are in need of updating. The property is owned by the Wichita Airport Authority (WAA) which has contractual responsibility to maintain and update this property. The lease with Aircraft Owners and Pilots Association Insurance Agency (AOPA) was approved by the WAA on September 13, 2011, and it incorporates a rental rate that recovers the capital maintenance expenditures. This project is included in the Capital Improvement Program for 2016.

Analysis: The existing HVAC equipment is well past its service life and is in need of replacement. Improvements will include installing a new air handling unit, high efficiency condensing unit, high efficiency condensing gas hot water boiler, and energy efficient circulating pumps.

Financial Considerations: The requested budget is $250,000. The project is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: The proposed action is within the statutory powers of the Wichita Airport Authority.

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

Attachments: None.

City of Wichita
City Council Meeting
July 12, 2016

TO: Wichita Airport Authority

SUBJECT: License Agreement for Exterior Conduits and Duct Banks
Alltel Communications, LLC d/b/a Verizon Wireless
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the License Agreement.

Background: The Wichita Airport Authority (WAA) has developed an infrastructure of duct banks and conduits throughout the core area of Eisenhower Airport for the purpose of providing a pathway for communication cables utilized by the Authority's network, telephone system, closed-circuit television, and access control system. Placing communication cables in duct banks and conduits provides the cables more protection while also improving the method for controlling the location of such cables so that it has the least impact on future development. Extra capacity has been planned in the duct bank and conduit infrastructure to allow for its use by communication service providers, which will make installations faster and more cost effective and should result in access for more tenants.

The WAA created the standard conduit license agreement so that communications providers could utilize Authority-owned conduits and duct banks in order to better serve their existing customers, or to reach new customers on the Airport. The Authority must provide equal access to any communications provider so as to comply with the Federal Telecommunications Act of 1996, and offering license agreements for use of the Authority conduits meets this obligation. Other communications providers to the Airport campus have previously entered into a conduit access license agreement with the Authority.

Analysis: Alltel Communications, LLC d/b/a Verizon Wireless is now desirous of entering into a license agreement that allows access to the Authority-owned duct banks and conduits. The term of the license agreement is for five years and will continue for as long as Verizon Wireless has customers subscribing to services which require the use of its facilities. The license agreement requires Verizon Wireless to apply for individual licenses for each use of the Authority-owned duct banks and conduits. The individual licenses will be approved by Airport staff after the proper submittals and preparatory work are completed. The cables placed in the Authority-owned duct banks and conduits remain the property of the communication provider, which has all maintenance and service responsibilities.

Financial Considerations: The license agreement includes an annual fee of $530 per facility access. There is also a one-time application fee of $250 associated with entering into the license agreement. The total revenue from this agreement will depend on the number of tenants that Verizon Wireless ultimately serves. The first license request is in process and will result in annual revenue of $530.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the License Agreement and authorize the necessary signatures.

Attachments: License Agreement.

LICENSE AGREEMENT

For

EXTERIOR CONDUITS AND DUCT BANKS

Between

THE WICHITA AIRPORT AUTHORITY

And

ALLTEL COMMUNICATIONS, LLC
D/B/A VERIZON WIRELESS

04/22/2011

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APPENDICES

I. Application for Conduit Occupancy License

SCHEDULES

I. WAA Schedule of Fees and Charges for Conduit Occupancy

LICENSE AGREEMENT
FOR
EXTERIOR CONDUITS AND DUCT BANKS

This License Agreement (the "License Agreement") is made this _____ day of _____, _____, between the Wichita Airport Authority ("WAA") and Alltel Communications, LLC d/b/a Verizon Wireless, with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee").

WITNESSETH:

WHEREAS, Licensee is a company registered to do business in Kansas and desires access to WAA Conduits and Duct Banks located on Wichita Eisenhower National and Colonel James Jabara Airports (collectively "Airport Premises");

WHEREAS, WAA is willing to license under certain conditions, on a non-exclusive license basis, to the extent it may lawfully do so, the placement of Licensee's facilities in exterior WAA Conduits and Duct Banks where reasonably available on Airport Premises;

NOW THEREFORE, in consideration of the promises, mutual covenants, and the terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

1.0 DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this License Agreement shall, as used herein, have the meanings set forth in 1.1 through 1.22.

1.1 Application. The term "Application" refers to a WAA application for Conduit Occupancy. See Appendix I.

1.2 Applicant. The term "Applicant" refers to the party requesting authorization to occupy Conduits or Duct Banks owned or controlled by WAA.

1.3 Assigned. The term "Assigned", when used with respect to Conduit or Duct Bank space, refers to any space in such Conduits or Duct Banks that is occupied by a communications service provider or a municipal or other governmental authority. To ensure the judicious use of Conduits and Duct Banks, assigned space must be physically occupied by the Licensee within six (6) months of the space being "Assigned".

1.4 Available. The term "Available", when used with respect to Conduit or Duct Bank space refers to any usable space in such Conduit or Duct Bank not Assigned at the applicable time. Available space does not include Conduit and Duct Bank space reserved by WAA for maintenance, repair or emergency restoration.

1.5 Conduit. The term "Conduit" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this License Agreement, the term "Conduit" has the same meaning as "Duct" and includes "inner-ducts" created by subdividing a Conduit into smaller channels.

1.6 Conduit Occupancy. The terms "Conduit Occupancy" and "Occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of WAA's Conduits and Duct Banks.

1.7 Cost. The term "Cost" as used herein refers to charges made by WAA to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to WAA for work and/or, (b) if the work was performed by WAA employees, at the rates mutually agreed upon.

1.8 Duct Bank. The term "Duct Bank" refers to any combination of Conduits, Manholes and Handholes joined to form an integrated whole. In this License Agreement, the term refers to Duct Bank owned or controlled by WAA.

1.9 Facilities. The terms "Facility" and "Facilities" refer to any property or equipment utilized in the provision of services by Licensee or WAA.

1.10 FCC. The term "FCC" refers to the Federal Communications Commission.

1.11 Handhole. The term "Handhole" refers to a shallow enclosure, usually below ground level and accessed through a hole on the surface covered with a lid, which personnel may insert a hand for the purpose of installing, operating, and maintaining facilities in a Conduit or Duct Bank.

1.12 Inner-Duct. The term "Inner-Duct" refers to a pathway created by subdividing a Conduit into smaller channels.

1.13 License. The term "License" refers to any License issued pursuant to this License Agreement.

1.14 Licensee. The term "Licensee" refers to a person or entity which has entered or may enter into a License Agreement or arrangement with WAA permitting such person or entity to place its facilities in WAA's Conduits and Duct Banks.

1.15 Make-Ready Work. The term "Make-Ready Work" refers to all work to be performed to prepare WAA's Conduits and Duct Banks and related facilities for the requested Occupancy of Licensee's facilities. "Make-Ready Work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" Conduits to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities in a Conduit or Duct Bank where such work is required solely to accommodate Licensee's facilities and not to meet WAA business needs or convenience. "Make-Ready Work" may require "digups" of existing facilities and may include the repair, or modification of WAA facilities (including, but not limited to, Conduits, Duct Banks, Manholes and Handholes) or the performance of other work required to make a Conduit or Duct Bank usable for the initial placement of Licensee's facilities.

1.16 Manhole. The term "Manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a lid, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a Conduit or Duct Bank.

1.17 Occupancy. The term "Occupancy" shall refer to the physical presence of facilities belonging to Licensee in a Conduit or Duct Bank.

1.18 Person Acting on Licensee's Behalf. The terms "Person Acting on Licensee's Behalf", "Personnel Performing Work on Licensee's Behalf", and similar terms include both natural persons, firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The aforementioned terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

1.19 Person Acting on WAA's Behalf. The terms "Person Acting on WAA's Behalf", "Personnel Performing Work on WAA's Behalf", and similar terms include both natural persons and firms and ventures of every type, including, but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The aforementioned terms specifically include, but are not limited to, WAA, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of WAA and their respective officers, directors, employees, agents and representatives.

1.20 Pre-License Work. The term "Pre-License Work" refers to all work and activities performed or to be performed to determine whether there is adequate capacity in

a Conduit or Duct Bank (including Manholes and Handholes) to accommodate Licensee's facilities and to determine what Make-Ready Work, if any, is required to prepare the Conduit or Duct Bank to accommodate Licensee's facilities.

1.21 Sheath. The term "Sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

1.22 Third Party. The terms "Third Party" and "Third Parties" refer to persons and entities other than Licensee and WAA. Use of the term "Third Party" does not signify that any such person or entity is a party to this License Agreement or has any contractual rights hereunder.

2.0 SCOPE OF LICENSE AGREEMENT

2.1 Undertaking of WAA. WAA shall provide Licensee, to the extent available, with equal and nondiscriminatory access to Conduits and Duct Banks owned or controlled by WAA.

2.2 Licensee Existing Facilities. WAA shall issue one or more non-exclusive License(s) to Licensee authorizing existing Licensee facilities not covered by another agreement and existing at the time of the execution of this Agreement.

2.2.1 Existing Licensee Facilities will be documented by Licensee in order to receive authorization under this License Agreement. Each application for a License for Existing Licensee Facilities under this License Agreement shall specify the actual Licensee's facilities and describe the horizontal and vertical location, type, physical size, jacket material and age of the cable. Such documentation will be provided through proper completion of forms provided by the WAA. Licensing of existing facilities does not serve to create easement or right-of-way rights for those facilities nor make the WAA liable for the impact of the removal, interruption or destruction of Existing Licensee Facilities, except to the extent caused by WAA's negligence. License Fees pursuant to Section 13 will not apply to Existing Licensee Facilities.

2.2.2 Any Existing Licensee Facilities that are not documented in an approved License will be considered abandoned by the Licensee. WAA shall not be liable for the impact of the removal, interruption or destruction of Existing Licensee Facilities if such Licensee Facilities are not approved in a License.

2.3 Occupancies Authorized by this License Agreement. WAA shall issue one or more non-exclusive Licenses to Licensee authorizing Licensee to place facilities within WAA's owned or controlled Conduits and Duct Banks under the terms and conditions set forth in this License Agreement.

2.3.1 Unless otherwise provided herein, authority to place facilities within WAA owned or controlled Conduits and Duct Banks shall be granted only in individual Licenses granted under this License Agreement and the placement or use of such facilities shall be determined in accordance with such Licenses and procedures established in this License Agreement.

2.3.2 Licensee agrees that its Occupancy of WAA's owned or controlled Conduits and Duct Banks shall take place pursuant to the licensing procedures set forth herein, and WAA agrees that it shall not unreasonably withhold issuance of such Licenses.

2.4 Licenses. Subject to the terms and conditions set forth in this License Agreement, WAA shall issue to Licensee one or more Licenses authorizing Licensee to place Facilities in Conduits or Duct Banks owned or controlled by WAA on a first come, first served basis. WAA may deny a License application if WAA determines, in its sole judgment, that the Conduit or Duct Bank space specifically requested by Licensee is needed to meet WAA's present or future requirements, or is Licensed by WAA to another Licensee, or is otherwise unavailable based on engineering or other valid concerns. WAA shall provide written notice to Licensee within 45 days specifying in detail the reasons for denying Licensee's request.

Subject in all instances to considerations of WAA's service requirements including considerations of capacity, safety, reliability and generally applicable engineering purposes, WAA is willing, when it may lawfully do so, to issue one or more Licenses authorizing the placement or installation of Licensee's facilities in WAA Conduits or Duct Banks; provided WAA shall have the absolute right to refuse to issue any License hereunder whenever WAA determines that the issuance of such License is not possible because of insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes. Nothing in this Agreement shall be construed to require WAA to install, retain, extend or maintain any Conduit or Duct Bank that is not needed for WAA's own service requirements. Nothing in this Agreement shall limit, restrict or prohibit WAA from fulfilling any agreement or arrangement regarding Conduits or Duct Banks into which WAA has previously entered, or may enter in the future, with others not a party to this Agreement.

2.5 No Effect on WAA's Right to Convey Property. Nothing contained in this License Agreement or in any License issued hereunder shall in any way affect, restrict or impair the right of WAA to convey, transfer, mortgage, or assign to any other

person or entity any interest in real or personal property, including any Conduits or Duct Banks in which Licensee has placed facilities pursuant to Licenses issued under this or other License Agreements; provided, however, that (a) such other uses will not interrupt or unreasonably interfere with Licensee's Facilities or use, and (b) WAA shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on WAA's Rights to Manage its Own Facilities. This License Agreement shall not be construed as limiting or interfering with WAA's rights, including but not limited to the rights set forth below, except to the extent expressly provided by the provisions of this License Agreement or Licenses issued hereunder or by other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate WAA's own facilities within WAA's Conduits and Duct Banks at any time and in any reasonable manner which WAA deems appropriate to serve customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new License Agreements or arrangements with other persons or entities permitting them to place their facilities in WAA Conduits and Duct Banks; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new License Agreements or arrangements shall not substantially interfere with Licensee's Conduit Occupancy or rights provided by Licenses issued pursuant to this License Agreement.

2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This License Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this License Agreement or Licenses issued hereunder or by other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within WAA's Conduits and Duct Banks at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new License Agreements or arrangements with other persons or entities permitting Licensee to place its facilities in such other persons' or entities' Conduits; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new License Agreements or arrangements shall not conflict with Licensee's

obligations under Licenses issued pursuant to this License Agreement or otherwise conflict with any of WAA's rights.

2.8 No Right to Interfere with Facilities of Others. The provisions of this License Agreement or any License issued hereunder shall not be construed as authorizing either party to this License Agreement to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this License Agreement or any License issued hereunder or by other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the facilities of persons or entities other than WAA and Licensee may occupy WAA Conduits and Duct Banks.

2.8.2 WAA shall not (i) attach, or give permission to any Third Parties to attach facilities to existing Licensee facilities, or (ii) subject to the provisions of 16.1, move, disturb, or alter the Licensee Facilities or knowingly permit any third party to do so, without Licensee's prior written consent. In addition, WAA shall not use or knowingly permit others to use the Licensee Facilities or any equipment that interferes with the operation of the Licensee Facilities.

2.8.3 With respect to facilities occupied by Licensee, WAA will give to Licensee ninety (90) days written notice of i) Conduit or Duct Bank extensions or reinforcements, ii) WAA's intention to construct, reconstruct, expand or place such facilities, or iii) WAA's intention not to maintain or use any existing facility and, in the case of an existing facility which WAA elects not to maintain or use, WAA will coordinate with Licensee and appropriate Third Parties to maintain and use such facility. If an emergency requires WAA to construct, reconstruct, expand or replace Conduits or Duct Banks occupied by Licensee, WAA will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that Conduits or Duct Banks of greater capacity be utilized to accommodate an anticipated facility need of Licensee.

2.9 Ongoing maintenance and repair of the WAA Conduits and Duct Banks shall be the responsibility of WAA, at WAA's sole cost and expense. WAA shall maintain the WAA conduits and Duct Banks in good working condition, ensuring continuity between Manholes and Handholes, and usable for its intended purpose.

3.0 TERM AND TERMINATION OF LICENSE AGREEMENT

3.1 Unless sooner terminated as herein provided, this License Agreement shall continue in effect for a term (the "Term") of five (5) years from the date hereof. The Term shall continue as long thereafter as Licensee has customers subscribing to services which require the use of Licensee's Facilities. If, after twelve (12) months from the date of the last service provisioning to any customer pursuant to the foregoing sentence, Licensee has not resumed services to any of its customers nor has Licensee received any written request to provide services, then this License Agreement shall terminate. In the event Licensee has completely removed its facilities and is no longer in Occupancy of any WAA Conduit, it may terminate this License Agreement upon written notice to WAA without proration of the annual occupancy fee. Notwithstanding the foregoing, this License Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. During time of war or national emergency WAA shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be terminated.

3.2 Termination of this License Agreement or any Licenses issued hereunder shall not affect Licensee's or WAA's liabilities and obligations incurred hereunder prior to the effective date of such termination.

3.3 Subject to the cure period provided below, WAA shall have the right to terminate this entire Agreement or any License issued hereunder whenever Licensee violates, breaches or is in default of any term or condition of this Agreement or any License including but not limited to the following:

3.3.1 Construction, operation or maintenance of Licensee's facility in violation of law or in aid of any unlawful act or undertaking; or

3.3.2 Construction, operation or maintenance of Licensee's facility without the insurance coverage required under this Agreement; or

3.3.3 Non-payment of undisputed fees and charges; or

3.3.4 Use of Licensee's facilities for purposes other than those granted in a License.

Within twenty (20) days of Licensee's receipt of written notice from WAA, Licensee shall initiate immediate corrective action to remedy any above mentioned condition or other violation of any term or condition of this Agreement and shall confirm in writing to WAA that the cited violations are acknowledged and provide an expeditious plan for their correction. If Licensee fails to discontinue or initiate correction of these violations or fails to give the required confirmation within such twenty (20) day period, WAA may immediately terminate this Agreement and any of Licensee's rights hereunder without limiting or restricting any further rights and remedies WAA may have against Licensee. If the nature of the violation is such that it cannot reasonably be corrected within the twenty (20) day period, then Licensee shall not be in default if it commences to correct the condition or violation within such twenty (20) day period and reasonably pursues such corrective action to completion within the extended cure period as reasonably granted by WAA in writing.

3.4 In the event of termination of this Agreement, WAA may seek the removal of Licensee's facilities provided that Licensee shall be liable for and pay all fees and charges pursuant to the terms of this Agreement to WAA until Licensee's facilities are actually removed.

3.5 Even after the termination of this Agreement, each party's responsibility and indemnity obligations shall continue with respect to any claims or demands under this Agreement.

3.6 If WAA fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from Licensee, then Licensee may: (A) terminate this Agreement and any License, in whole or in part, in which event Licensee shall have no further duties or obligations there under, and/or (B) pursue any remedies the Licensee may have under this Agreement, at law or in equity.

4.0 REQUIREMENTS AND SPECIFICATIONS

4.1 Published Standards Incorporated in this License Agreement by Reference. All of Licensee's facilities shall comply with applicable laws, regulations, standards or orders now in effect or hereafter issued by WAA or other authority having jurisdiction over such facilities; provided however that Licensee's compliance with standards or orders issued by WAA in the future shall be required only as long as compliance does not interfere with Licensee's previously installed Facilities or use.

4.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards, or if required by law or upon the mutual agreement of the parties.

4.3 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures. At Licensee's option, duct clearing, "rodding" or modifications required to grant Licensee access to WAA's Conduits or Duct Banks may be performed by a contractor chosen by Licensee and reasonably acceptable to WAA, who demonstrates compliance with WAA certification requirements. Otherwise, Licensee may request performance by WAA at Licensee's expense and at charges which represent WAA's Costs plus 12% administrative fee.

The parties acknowledge that Licensee, its contractors, and other Persons Acting on Licensee's Behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within WAA's Conduits and Duct Banks. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall allow any person to enter WAA's Manholes or Handholes or work within WAA's Conduits or Duct Banks unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the Conduits and Duct Banks and to perform the work safely. Licensee assumes all risk of all such Persons Acting on Licensee's Behalf and engaged in working in Conduits and Duct Banks and holds harmless and releases WAA from all claims, losses, damages and liabilities associated thereto, except to the extent caused by WAA's negligence or willful misconduct.

Licensee acknowledges that all Persons Acting on Licensee's Behalf hereunder are not WAA's employees or agents and Licensee assumes full responsibility for their acts. Licensee shall be solely responsible for the payment of compensation of Licensee's employees assigned to perform services hereunder and such employees shall be informed that they are not entitled to the provision of any WAA benefits. WAA shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted subcontractor or assignee of Licensee hereunder are employees of WAA for any purpose, Licensee agrees to indemnify and hold WAA harmless from all liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees) associated with such determination, except to the extent caused by WAA's negligence or willful misconduct.

4.3.1 Licensee's facilities within WAA's Conduits and Duct Banks shall be constructed and placed upon receipt of License as specified in Section 7.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.

4.3.2 "Rodding" or clearing of Conduits shall be done only when specific authorization for such work has been obtained in writing in advance from WAA, which authorization shall not be unreasonably withheld by WAA. The parties agree that such "rodding" or clearing shall be performed according to existing industry standards and practices. Licensee may contract with WAA for performance of such work or (at Licensee's option and with WAA concurrence) with a contractor who demonstrates compliance with WAA certification requirements.

4.3.3 Licensee assumes all risk for all Persons Acting on Licensee's Behalf. When Licensee or Persons Acting on Licensee's Behalf are working within or in the vicinity of any part of WAA's Conduits and Duct Banks which is located within, under, or adjacent to streets, highways, alleys or other traveled paths, Licensee and all Persons Acting on Licensee's Behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger in accordance with the traffic control plan that must be approved by the WAA prior to the commencement of work. Licensee has sole responsibility for the safety of all Persons Acting on Licensee's Behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. WAA reserves the right to suspend Licensee's activities on, in or in the vicinity of WAA's Conduits or Duct Banks, if in WAA's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any Persons Acting on Licensee's Behalf, which suspension shall cease when the condition has been rectified.

4.4 Opening of Manholes or Handholes. The following requirements apply to the accessing of WAA Manholes or Handholes when work on Licensee's behalf is being performed within or in the vicinity of WAA's Conduit or Duct Banks.

4.4.1 WAA's Manholes or Handholes shall be accessed in a manner only as permitted by WAA's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

4.4.2 Licensee shall notify WAA seventy-two (72) hours in advance of any routine work operation requiring entry into any of WAA's Manholes or Handholes.

4.4.3 WAA's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of WAA's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within WAA's Conduits and Duct Banks in a safe and workmanlike manner.

4.4.4 Although WAA's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, WAA's employee or agent shall have the authority to suspend Licensee's work operations within WAA's Conduits and Duct Banks if, in the reasonable discretion of such WAA employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

4.5 OSHA Compliance: Notice to WAA of Unsafe Conditions. Licensee agrees that:

4.5.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

4.5.2 All Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, and subcontractors shall, when working within WAA's Conduits and Duct Banks, comply with regulations thereunder;

4.5.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement; and

4.5.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of WAA's Conduits or Duct Banks to WAA.

4.6 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter WAA's Conduits or Duct Banks and accumulate in Manholes, Handholes or other Conduit facilities. If WAA has knowledge of the presence of such contaminants in a Conduit or Duct Bank for which Licensee has applied for or holds a License, WAA will promptly notify Licensee of such fact. WAA makes no warranties or representations of any kind to Licensee or personnel performing work on Licensee's behalf that WAA's Conduits and Duct Banks or any specific portions

thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve WAA of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit and Duct Bank facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

4.6.1 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

4.6.2 All Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, and subcontractors shall, when working on, within, or in the vicinity of WAA's Conduits and Duct Banks, comply with all applicable federal, state, and local environmental laws including, but not limited to, all environmental statues, ordinances, rules, and regulations.

4.6.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement.

4.6.4 Licensee and all Persons Acting on Licensee's Behalf shall comply with such standards and practices as WAA may adopt from time to time to comply with environmental laws and regulations. Pursuant to this practice, neither Licensee nor WAA nor Persons Acting on either party's behalf shall discharge water or any other substance from any WAA Manhole, Handhole or other Conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on WAA premises for storage or disposal.

4.7 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to WAA's facilities shall be constructed, placed, maintained and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors and subcontractors.

4.8 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in Section 4.0, the most stringent standard or specification will apply.

4.9 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances and laws specified above. In this regard, WAA shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including, but not limited to, splices and other facilities connections) located within WAA's Conduits and Duct Banks. WAA may, however, conduct such inspections and audits of its Conduits and Duct Banks as WAA determines reasonable or necessary in its sole judgment. Such inspection and audits shall be conducted at WAA's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this License Agreement; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost plus 12% administrative fee shall be borne by Licensee on a pro rata basis based on the ratio of the Licensee's facilities compared to the total facilities being inspected. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

4.10 Efficient use of Conduit. WAA, at its option, may install Inner-Ducts to increase Duct space in existing Conduit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by WAA.

4.11 Locates. Licensee is responsible for locates of its facilities as required by the Kansas One Call system or its successors.

5.0 ADDITIONAL LEGAL REQUIREMENTS

5.1 Third Party Property Owners. Licenses granted under this License Agreement authorize Licensee to place facilities in Conduits and Duct Banks owned or controlled by WAA, but do not affect the rights of landowners to control terms and conditions of access to their property.

5.1.1 Licensee agrees that neither Licensee nor any Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, or subcontractors shall engage in any conduct which damages property in the vicinity of WAA's Conduits and Duct Banks, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or

creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while Acting on Licensee's Behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.2 Required Licenses and Certificates. Licensee shall be responsible for obtaining any building licenses, permits, authorizations or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

5.2.1 Licensee shall not place its facilities in WAA's Conduits or Duct Banks located on any property for which Licensee or WAA has not first obtained all required authorizations.

5.2.2 WAA shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay WAA's Pre-License Work.

5.3 Lawful Purposes. All facilities placed by Licensee in WAA's Conduits and Duct Banks must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations and requirements. In this regard, Licensee shall not utilize any facilities occupying WAA's Conduits and Duct Banks for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

6.0 CONSTRUCTION OF WAA CONDUITS AND DUCT BANKS

6.1 Existing Conduits. Portions of WAA Conduits and Duct Banks have been constructed and are available for use. Some Conduits located on Airport Premises may have been installed by the Licensee as part of past construction events. By entering into this License Agreement, Licensee agrees to immediately transfer ownership of all Licensee Conduits to WAA unless specifically exempted from transfer in an individual License documenting Existing Licensee Facilities as described in Section 2.2. Except as otherwise set forth in an individual License or noted herein, such transferred Conduit will be controlled, maintained, managed and subject to fees and charges as all other parts of the WAA Conduits and Duct Banks under this License Agreement.

6.2 Completeness of Conduits and Duct Banks. WAA intends to extend the Conduits and Duct Banks as opportunities arise. Installation of additional Conduits and Duct Banks will be accomplished by WAA or, at the discretion of WAA, the Licensee may be requested to include the extension or installation of the Conduits and Duct Banks as part of the Licensee's construction project. In return for Licensee's extension or installation of the Conduits or Duct Banks, the business arrangement for the fees and charges related to such Licensee extended or installed Conduits and Duct Banks will be addressed in the individual License. Such Licensee installed Conduits and Duct Banks will be owned, controlled, maintained, managed and subject to any other applicable fees and charges as all other parts of the WAA Conduits and Duct Banks under this License Agreement.

7.0 PRE-LICENSE PROVISION OF RECORDS AND INFORMATION

7.1 Licenses Required. Before placing any facilities in WAA's Conduits or Duct Banks, Licensee must first execute a License Agreement and then apply for and receive a written License from WAA. WAA shall not unreasonably deny or delay issuance of any License.

7.2 Pre-License Provision of Records and Information. After a License Agreement has been executed, an application for a License will be completed on forms provided by WAA. In no event shall Licensee install any facilities without first applying for and obtaining a License pursuant to the applicable requirements set forth in this Agreement. In completing the request for records, the Licensee shall identify with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. WAA shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of WAA Conduits and Duct Banks located within the geographic area specified by Licensee. WAA shall provide the Licensee with the current published WAA standards that will apply to the described proposed project. Provision of information under the terms of this License Agreement shall include the right of Licensee's employees or agents to inspect engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection shall be done at a time and place mutually agreed upon by the parties. The provision of records and information is a billable service to the Licensee and must be paid by the due date on the invoice from WAA.

7.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by WAA pursuant to Section 7.2 may not reflect field conditions and that physical inspection is necessary to verify the presence and condition of outside plant facilities. In providing such records and information,

WAA assumes no liability or responsibility to Licensee or any Third Party for errors/omissions contained therein.

8.0 APPLICATION FOR LICENSE

8.1 Application Process. To apply for a License under this License Agreement, Licensee shall submit to WAA two signed copies of an Application for Conduit Occupancy License Form. See Appendix I. WAA will process License applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with WAA, Licensee may designate its desired priority of completion of Pre-License Work and Make-Ready Work with respect to all such applications.

8.1.1 Each application for a License under this License Agreement shall specify the proposed route of Licensee's facilities and identify the Conduits and Duct Banks along the proposed route in which Licensee desires to place its facilities, and describe the physical size, type and jacket material of the cable which Licensee desires to place in each Conduit or Duct Bank. Documented criteria for exterior utility modifications and improvements must be followed for any facilities the Licensee needs to place in order to access the Conduits and Duct Banks. Such criteria are available from the WAA Operational point of contact identified in Section 29.1.

8.1.2 Each application for a License under this License Agreement shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 12.1 of this License Agreement.

8.2 License Applications for Multiple Cables, Multiple Services or Placing Additional Cables and Replacement of Facilities. Licensee may include multiple cables in a single License application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. If Licensee desires to place additional cables in Conduits or Duct Banks which are already occupied, or to replace existing facilities with new facilities substantially different from those described in Licenses in effect, Licensee must apply for and receive a new License.

9.0 PROCESSING OF APPLICATIONS FOR LICENSE AND PRE-LICENSE WORK

9.1 Multiple Applications from Different Licensees. Licensee acknowledges that multiple Applicants, including WAA, may seek to place their facilities in WAA's Conduits and Duct Banks at or about the same time and therefore the Make-Ready Work required to prepare WAA's facilities to accommodate multiple

Applicants may differ from the Make-Ready Work required to accommodate a single Applicant. Additionally, issues relating to the proper apportionment of costs arise in multiple Applicant situations that do not arise in single Applicant situations, and that cooperation and negotiations between all Applicants and WAA may be necessary to resolve disputes involving multiple applications for permission to place facilities in the same Conduits or Duct Banks. All applications will be processed on a first-come, first served basis.

9.2 Pre-License Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by WAA, with a representative of the Applicant, to determine whether WAA's Conduits and Duct Banks, in its present condition, can accommodate Licensee's facilities, without interfering with the ability of WAA or any other authorized person or entity to place within or connect to WAA's Conduits and Duct Banks. WAA shall provide Licensee at least forty-eight (48) hours notice prior to initiating a field survey/inspection. Licensee's employees or agents shall be permitted to enter WAA Manholes/Handholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to WAA, with a WAA representative present and at Licensee's expense. If Licensee gives its prior written consent, the determination of Conduit and Duct Banks availability may include the "rodding" of Conduits at Licensee's expense.

9.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed Occupancy of WAA's Conduits and Duct Banks will interfere with use of WAA facilities by WAA and others with facilities occupying, connected to or attached to WAA's Conduits and Duct Banks; and to provide information to Licensee for its determination of whether WAA's Conduits or Duct Banks are suitable for Licensee's use.

9.2.2 Based on information provided by WAA, Licensee shall determine whether WAA's Conduit and Duct Bank facilities are suitable to meet Licensee's needs.

9.2.3 WAA may not unreasonably refuse to continue to process an Application based on WAA's determination that Licensee's proposed use of WAA's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances and laws. Licensee shall be responsible for making its own independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that WAA is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of WAA's facilities will be in compliance with applicable requirements, specification, rules, regulations, ordinances and laws.

9.3 Pre-License Work. The processing of an Application to determine whether there is adequate capacity to accommodate Licensee's facilities and to determine if Make-Ready Work is required is termed Pre-License Work. It includes a review of records, maps and staking sheets, making field visits, preparing Make-Ready Work order estimates, notifying other persons and entities of the Licensee's Application, and coordinating the relocation/rearrangement of WAA and/or other Licensed facilities. Pre-License Work is a billable service to the Licensee and the cost of which shall be presented to Licensee in writing prior to processing the Application. An advance payment for the estimated cost, including a 12% administrative fee, of the Pre-License Work is required prior to processing the Application. Upon completion of the Pre-License Work, Licensee will be billed for the difference between the actual cost of the Pre-License Work less the advance payment. If there is a shortfall, the difference must be paid by Licensee prior to issuance of a License. If there is an overage, the difference shall be refunded by WAA to Licensee within thirty (30) days of the date the Pre-License Work is completed.

10.0 MAKE-READY WORK

10.1 Work Performed by WAA. Make-Ready Work performed by WAA to accommodate Licensee's facilities shall be included in the normal work load schedule of WAA. Licensee will not be entitled to priority, advancement, or preference over other work to be performed by WAA in the ordinary course of WAA's business.

10.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and WAA agrees to perform the work on such a basis, WAA shall recalculate the estimated Make-Ready charges at 1.5 times the full cost of Make-Ready work by the WAA. If Licensee accepts WAA's offer, Licensee shall pay such additional charges.

10.2 Advance Payment Required for Make-Ready Work. An advance payment for estimated Make-Ready Work is payable prior to the commencement of any actual Make-Ready Work. Upon completion of Make-Ready Work, Licensee will be billed for the difference between the actual Make-Ready Work less the advance payment. If there is a shortfall, the difference must be paid by Licensee prior to issuance of a License. If there is an overage, the difference must be refunded by WAA to Licensee within thirty (30) days of the date the Make Ready Work is completed.

10.3 Work Performed by Certified Contractors. Licensee may arrange for all Make-Ready Work associated with its License Application to be completed by contractors certified by WAA. Certification shall be granted based upon

reasonable and customary criteria employed by WAA in the selection of its own contract work.

10.4 Negotiations and Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall be solely responsible for negotiating with entities other than WAA for Make-Ready Work and rearrangement of facilities located in or connected to WAA's Conduits and Duct Banks and shall be responsible for paying all charges incurred by them in transferring or rearranging their facilities to accommodate the placement of Licensee's facilities in WAA's structures.

10.5 Completion of Make-Ready Work. Make-Ready Work will be considered completed at the time all Make-Ready Work has been completed, inspected, approved and payment for all charges has been received.

11.0 ISSUANCE OF LICENSES

11.1 License. If Licensee's Application for Conduit Occupancy License is approved, and all required Make-Ready Work completed, WAA will execute and return a License to Licensee, as appropriate, authorizing Licensee to place the specified facilities in WAA's Conduits or Duct Banks.

11.1.1 Each License issued under this License Agreement shall authorize Licensee to place or maintain in WAA's Conduits or Duct Banks only those facilities specifically described in the License, and no others.

11.1.2 Each License issued pursuant to this License Agreement shall incorporate all terms and conditions of this License Agreement.

12.0 CONSTRUCTION OF LICENSEE'S FACILITIES

12.1 Construction Schedule. Promptly after the issuance of a License, Licensee shall provide WAA with an updated construction schedule and shall thereafter keep WAA informed of changes in the construction schedule. Construction schedule information required by this License Agreement shall include, at a minimum, the following:

12.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

12.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

12.1.3 The estimated dates when construction will begin and end; and

12.1.4 The approximate dates when Licensee or Persons Acting on Licensee's Behalf will be performing construction work in connection with the placement of Licensee's facilities in WAA's Conduits and Duct Banks.

12.2 Additional Pre-construction Procedures. The following procedures shall apply before Licensee places facilities in WAA's Conduits or Duct Banks:

12.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and

12.2.2 Unless otherwise agreed between the parties, WAA shall designate the particular Conduits or Duct Banks or inner-Ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit WAA's Conduits and Duct Banks, and specific location and manner of installation of any associated equipment which is permitted by WAA to occupy the Conduits and Duct Banks. Licensee may not occupy a Conduit or Duct Bank other than the specified Conduits or Duct Bank without the express written consent of WAA. WAA shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

12.3 WAA Not Responsible for Constructing or Placing Facilities. WAA shall have no obligation to construct any facilities for Licensee or to place Licensee's facilities in WAA's Conduits and Duct Banks except to the extent expressly provided in this License Agreement, any License issued hereunder, or by any other applicable law.

12.4 Licensee Responsible for Constructing and Placing Facilities. Licensee shall be responsible for constructing its own facilities and placing them in Conduits or Duct Banks at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all Persons Acting on Licensee's Behalf while they are physically present in any part of WAA's Conduits or Duct Banks, or in the vicinity of WAA's Conduits or Duct Banks. Licensee shall not permit any mechanic's lien, materialmen's lien, or any other lien, claim or security interest to attach to or encumber any of WAA's real or personal property at any time. WAA shall have the right to require Licensee to provide to WAA a performance bond in the amount of not less than $15,000.00 in connection with each Application. The bond shall be with an entity and in a form acceptable to WAA. The purpose of the bond is to insure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes,

liquidated damages, penalties and fees due to WAA which arise by reason of the construction, operation, maintenance or removal of Licensee's facilities in or about WAA Conduits and Duct Banks. Right to require a performance bond may be waived in negotiation of the business arrangement addressed in **6.2**.

12.5 Compliance with Applicable Standards, Health and Safety Requirements and other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this License Agreement and all Licenses issued hereunder.

12.5.1 Licensee shall construct and place its facilities in compliance with all Requirements and Specifications set forth above in this License Agreement.

12.5.2 Licensee shall satisfy all Legal Requirements set forth above in this License Agreement.

12.5.3 Licensee shall not authorize any person acting on Licensee's behalf to perform any work within WAA's Conduits or Duct Banks without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Conduits and Duct Banks are suitable for the work to be performed. If Licensee or any Person Acting on Licensee's Behalf determines that the condition of the Conduits or Duct Banks are not suitable for the work to be performed, Licensee shall notify WAA of the condition of the Conduit or Duct Bank in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

12.6 Post Construction Notice. Licensee shall provide WAA with information to assure WAA that construction has been performed in accordance with all applicable standards and requirements. Licensee shall provide WAA with "as-builts" within thirty (30) days after construction completion. "As-builts" will be provided electronically in the current version of AutoCad plus one hard copy.

12.7 Manhole and Handhole Break-Outs. Licensee shall be permitted to add Conduit ports to WAA Manholes and Handholes when existing Conduits and Duct Banks do not provide the pathway connectivity needed by Licensee; provided the structural integrity is maintained, and sound engineering judgment is employed.

12.8 Access to Conduits and Duct Banks. Except for emergency maintenance as set forth in Section 17, access to Conduits and Duct Banks by Licensee for construction or maintenance activities will be allowed, under escort by a WAA employee or approved representative of the WAA. WAA will provide escort within a reasonable amount of time of Licensee request. Licensee and its employees, agents and contractors are prohibited from accessing any portion of

the Conduits and Duct Banks which has not been previously authorized under a License. Any violation is subject to an Unauthorized Access Fee. See Schedule I.

13.0 FEES, CHARGES AND BILLING

13.1 Application Fee. Each Applicant shall pay a one-time $250.00 application fee associated with this License Agreement. There is no application fee for individual license requests.

13.2 License Fees. Each License issued pursuant to this License Agreement shall provide for an annual occupancy fee. See Schedule I. License Fees will not be applied to accesses solely for providing services to the WAA.

Facility access as applied to the annual occupancy fee in a single tenant facility will represent each physical point Licensee uses to access the facility. In a multi-tenant facility, the annual occupancy fee will apply per tenant served.

13.3 Billing. License fees commence on the date a License is issued by WAA. All invoices by WAA shall be delivered to Licensee at: Attention: Network Real Estate, 180 Washington Valley Road, Bedminster, New Jersey 07921. License fees may be billed in advance by WAA and are payable within 45 days of Licensee's receipt of an invoice by WAA.

13.4 Notice of Rate and Computation of Charges. On or about November 1 of each year, WAA will notify Licensee by certified mail, return receipt requested, of the annual conduit occupancy fees to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by terms and conditions of, this License Agreement. Occupancy fees shall be applied to the Conduit, Duct Bank or Inner-Duct facility accesses for which Licenses have been issued.

13.5 Receipt of Payment. All charges are due upon the due date of invoice or bill from WAA. Undisputed payments not received with thirty (30) days after receipt of an invoice from WAA shall be considered delinquent. New Licenses will not be approved for Applicants which have delinquent obligations owed to WAA.

13.6 Assurance of Payment. If Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $20,000. Such bond, letter of credit or other security shall be in a form satisfactory to WAA and may be increased from time to time as reasonably required by WAA to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond,

letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

14.0 USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

14.1 Routine Maintenance of Licensee's Facilities. Each License granted under this License Agreement authorizes Licensee to engage in routine maintenance of Licensee's facilities located in WAA's Conduits and Duct Banks pursuant to such License. Except for emergency maintenance as set forth in Section 17, Licensee shall give reasonable, but not less than seventy-two (72) hours notice to WAA before performing any work, whether or not of a routine nature, in WAA's Conduits or Duct Banks.

14.2 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this License Agreement (including but not limited to all requirements set forth above in this License Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and assumes all responsibility for directing the activities of all Persons Acting on Licensee's Behalf while they are physically present within WAA's Conduits or Duct Banks or in the immediate vicinity of such Conduits or Duct Banks.

14.3 WAA Not Responsible for Maintaining Licensee's Facilities. WAA shall have no obligation to maintain any Licensee facilities which Licensee has placed in WAA Conduits and Duct Banks.

14.4 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to place facilities in Conduits or Duct Banks, Licensee shall provide WAA with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify WAA of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on WAA's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on WAA's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all Persons Acting on Licensee's Behalf are complying with the requirements of this License Agreement and Licenses issued hereunder.

14.5 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working in WAA's Conduits or Duct Banks, or in the vicinity of such Conduits or Duct

Banks, carry with them suitable identification and shall, upon request of any WAA employee, Airport tenant or regulatory representative, produce such identification.

15.0 MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

15.1 Notification of Planned Modification or Replacement of Facilities. Pursuant to Application for License procedures specified in Section 8.0 of this License Agreement, Licensee shall, when practical, notify WAA in writing at least 60 days before relocating, replacing or otherwise modifying its facilities located in any WAA Conduits or Duct Banks. The notice shall contain sufficient information to enable WAA to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

15.2 Make-Ready Caused by Licensee's Request. If Licensee's request to modify its facilities located in any WAA Conduits or Duct Banks, requires WAA and/or other Licensees to rearrange their respective facilities in order for Licensee to make said modifications, Licensee shall advise WAA of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's facilities and be subject to the terms set forth in Section 10.0 of this Agreement.

15.3 New or Amended License Required. A new or amended Application for License as per Section 8.2 will be required if the proposed addition, relocation, replacement, or modification:

15.3.1 Requires that Licensee use additional space in WAA Conduits or Duct Banks (including but not limited to any additional Conduits, Inner-Ducts, or more space in any Manhole or Handhole) on either a temporary or permanent basis; or

15.3.2 Results in the size or location of Licensee's facilities in WAA's Conduits or Duct Banks being different from those described and authorized in Licensee's present License (e.g. different Conduit, Duct Bank or size increase causing a need to recalculate occupancy).

16.0 REARRANGEMENT OF FACILITIES

16.1 Rearrangement of Licensee's Facilities at WAA's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for WAA to relocate, reconstruct, or modify portions of its Conduits or Duct Banks or rearrange facilities contained therein and that such changes may be necessitated by WAA's business needs and that it is clear the beneficiary of such rearrangement is WAA or a WAA tenant not a party to a License Agreement. In

these instances, Licensee agrees that Licensee will, upon WAA's request, participate with WAA (and other Licensees) in the relocation, reconstruction, or modification of WAA's Conduits and Duct Banks or facilities rearrangement. Licensee is responsible for the cost of any such rearrangement of Licensee's facilities but at no cost to WAA, as needed to accommodate said relocation, reconstruction or modification of WAA's Conduits and Duct Banks or facilities rearrangement. Licensee shall not pay any cost for the relocation, reconstruction, or modification of WAA's Conduits or Duct Banks. In the event that WAA receives third party funding to pay for the costs of any relocation, reconstruction or modification of WAA's Conduits or Duct Banks, WAA shall make such third party funds in excess of WAA's cost of such relocation, reconstruction or modification, available to pay for or reimburse Licensee on a pro rata basis with other Licensees for any rearrangement of Licensee's facilities to accommodate such relocation, reconstruction or modification of WAA's Conduits or Duct Banks.

16.1.1 Licensee shall make all rearrangements of its facilities within such a period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and to minimize chances for service interruption to a Licensee customer.

16.1.2 If Licensee fails to make the required rearrangements within the time requested and prescribed or within such extended periods of time as may be granted by WAA in writing, WAA may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse WAA for actual costs and expenses incurred by WAA plus a 12% administrative fee in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this License Agreement or License issued hereunder shall be construed as requiring Licensee to bear any costs and/or expenses which, under applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee. Licensee shall have the right to terminate this Agreement in the event the cost to relocate the Licensee's Facilities are unreasonable, as determined by Licensee in its sole discretion. WAA shall use commercially reasonable efforts to avoid any relocation of Licensee's Facilities and to minimize (a) costs related to the same, and (b) service interruption to a Licensee customer.

16.1.3 Any such rearrangement of the Conduits or Duct Banks by WAA shall incorporate facilities meeting or exceeding the technical specifications for the facilities being replaced. In the event WAA's rearrangement may be service impacting to the Licensee's facilities, WAA will provide as much advance notice as possible but not less than ninety (90) day written notice prior to the rearrangement activity.

16.2 Rearrangement of Licensee's Facilities at Request of Another Licensee. Licensee acknowledges that, from time to time, it may be necessary to rearrange its facilities on behalf of the business needs of another licensee. Any work to be performed to accommodate the requesting licensee shall be negotiated, coordinated and reimbursed directly between the Licensee and the requesting licensee; provided, however, that WAA shall be advised of such request and shall determine, in the exercise of sound engineering judgment whether or not Make-Ready Work is necessary or possible or if modification of any license is necessary. Nothing in this Agreement shall mandate the Licensee to incur unreasonable unreimbursed costs related to the rearrangement of its facilities at the request of another licensee.

17.0 EMERGENCY REPAIRS

17.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs including arrangements for access to WAA Conduits or Duct Banks for Emergency Repairs. Licensee shall have twenty four (24) hour access to the Conduits and Duct Banks in order to make Emergency Repairs. As soon as Licensee becomes aware of a need for Emergency Repairs, Licensee will contact WAA's maintenance personnel using the following twenty four (24) hour emergency number: 316-946-4740 (Airport Public Safety Division) or as provided in writing to Licensee from time to time. If WAA is unavailable, Licensee is authorized to proceed with access to the Conduits and Duct Banks to complete any necessary Emergency Repairs, provided that Licensee complies with all existing and future WAA safety and access requirements. WAA shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

18.0 INSPECTION BY WAA OF LICENSEE'S FACILITIES

18.1 WAA's Right to Make Inspections. WAA shall have the right to make inspections at any time of any part of Licensee's facilities occupying any WAA Conduits or Duct Banks for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this License Agreement and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened). Such inspections shall be conducted at WAA's expense provided; however, that Licensee shall bear the cost of inspections as specified in Section 4.9.

18.2 No Duty to Licensee. Neither the act of inspection by WAA of Licensee's facilities, nor any failure to inspect such facilities, shall operate to impose on

WAA any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this License Agreement.

19.0 NOTICE OF NONCOMPLIANCE

19.1 Notice of Noncompliance. If, at any time, WAA determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this License Agreement, WAA may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute WAA's assertion that such facilities are not in compliance, Licensee agrees to provide WAA with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within thirty (30) days following receipt of written notice, and to notify WAA in writing when the facilities have been brought into compliance.

19.2 Disputes over Alleged Noncompliance. If Licensee disputes WAA's assertion that Licensee's facilities are not in compliance, Licensee shall notify WAA in writing within seven (7) days of receipt of written notice of the basis for Licensee's assertion that its facilities are in compliance.

19.3 Failure to Bring Facilities Into Compliance. If Licensee has not brought the facilities into compliance within the thirty (30) day time period, or not provided WAA with proof sufficient to persuade WAA that WAA erred in asserting that the facilities were not in compliance, and if WAA determines in good faith that the alleged noncompliance causes or is likely to cause damage or pose a hazardous condition to WAA's facilities or those of other Licensees, WAA may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this License Agreement or terminate the License in accordance with the terms set forth herein.

19.4 Correction of Conditions by WAA. If WAA elects to bring Licensee's facilities into compliance, the provisions of this License Agreement shall apply.

19.4.1 WAA will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and WAA's schedule for performing the work.

19.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a WAA Manhole, WAA may, at Licensee's expense, reattach them but shall not be obligated to do so. If WAA does not reattach Licensee's facilities, WAA shall

endeavor to arrange with Licensee for the reattachment of any facilities affected.

19.4.3 WAA shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.

19.5 Licensee to Bear Expenses. Licensee shall bear all expenses plus a 12% administrative fee arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this License Agreement; provided however, that nothing contained in this License Agreement or License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

20.0 UNAUTHORIZED OCCUPANCY OR UTILIZATION OF WAA'S FACILITIES

20.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's facilities shall be found occupying Conduits or Duct Banks for which no License is outstanding, WAA shall provide Licensee with notice of the same. Without prejudice to its other rights or remedies under this License Agreement, including termination of Licenses, WAA may require Licensee to submit in writing, within thirty (30) days after receipt of such written notification from WAA of the unauthorized Conduit or Duct Bank Occupancy, a Conduit Occupancy License application. If such application is not received by WAA within a specified time period, Licensee may be required at WAA's option to remove its unauthorized Conduit or Duct Bank Occupancy within sixty (60) days of the final date for submitting the required application, or WAA may, at WAA's option, remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. In addition to an Unauthorized Access Fee as reflected in Schedule I, Occupancy charges for any such unauthorized Conduit or Duct Bank Occupancy shall be equal to applicable License fees and charges which would have been payable from and after the date such facilities were first placed in WAA's Conduits or Duct Bank, if Licensee provides reasonable documentation in the License Application. If Licensee is unable to provide such reasonable documentation, then Licensee agrees to all applicable fees in Schedule I for a term of three (3) years.

20.1.1 Nothing contained in the License Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any

expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

20.2 No Implied Waiver or Ratification of Unauthorized Use. No act by WAA with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by WAA of any of its rights or privileges under this License Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this License Agreement in regard to said unauthorized use from its inception.

21.0 REMOVAL OF LICENSEE'S FACILITIES

21.1 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from Conduits or Duct Banks within sixty (60) days after:

21.1.1 Termination of the License covering such Conduit or Duct Bank Occupancy; or

21.1.2 The date Licensee replaces its existing facilities in one Conduit with substitute facilities in another Conduit; or

21.1.3 Licensee's Facilities are determined to be abandoned by the Licensee; or

21.1.4 WAA determines there is a need for inactive Licensee Facilities to be removed.

21.2 Failure to Remove. If Licensee fails to remove its facilities (other than the Buried Cable) within the specified period, WAA shall have the right to remove such facilities at Licensee's expense including a 12% administrative fee and without any Liability on the part of WAA for damage or injury to such facilities except to the extent caused by negligence or intentional misconduct of WAA.

21.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to WAA all fees and charges pursuant to provisions of this License Agreement until all of Licensee's facilities are physically removed from WAA's Conduits or Duct Banks.

21.4 Abandonment of Licensee's Facilities. At the sole option of the WAA, Licensee may be allowed, upon written request to the WAA, to abandon Licensee's Facilities in place and relinquish ownership to WAA, at no cost to WAA. Application of Fees and Charges will terminate upon the completed execution of a transfer order negotiated between the parties to this Agreement.

21.5 Assurance of Removal. To provide security for removal of Licensee facilities applicable under 21.1, Licensee acknowledges that the issuance of new and renewal Licenses under this License Agreement will be suspended until the situation has been remedied.

22.0 INSURANCE

22.1 Licensee shall obtain and maintain insurance, including contractual liability, issued by an insurance carrier licensed, authorized or permitted to do business in the State of Kansas and having an A.M. Best rating of A minus or better, or in the alternative, reasonably satisfactory to WAA.

22.2 Licensee shall maintain the following amounts of insurance in compliance with Section 22.1 above:

22.2.1 Commercial General Liability Insurance with limits of not less than $5,000,000 per occurrence and $5,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $1,000,000 per occurrence and in the aggregate.

22.2.3 Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount $1,000,000 per accident.

22.2.4 Automobile Liability insurance covering any auto with combined single limits of $1,000,000.

22.3 WAA and the City of Wichita shall be included as an additional insured on the policies described under Sections 22.2.1, 22.2.2, and 22.2.4. Licensee shall submit to WAA certificates by each company insuring Licensee with respect to any insurance required hereunder.

22.4 All Insurance required in accordance with Sections 22.2 and 22.3 must be effective before WAA will authorize employees to enter WAA buildings or Manholes as part of the Pre-License Provision of Records and Information. Required insurance shall remain in force until such Licensee's facilities have been removed from all such Conduits and Duct Banks.

23.0 INDEMNIFICATION, LIMITATION ON DAMAGES AND DISCLAIMER OF LIABILITY AND WARRANTIES

23.1 WAA shall exercise reasonable care to avoid damaging the communications facilities of the Licensee and shall report to the Licensee the occurrence of any such damage caused by WAA's employees, agents or contractors. WAA agrees

to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by WAA, its employees, agents, contractors or subcontractors. However, WAA shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities, or for any special, indirect, or consequential damages arising in any manner, including WAA's negligence, out of the use of Conduits or Duct Banks or WAA's actions or omissions in regard thereto.

23.2 WAA shall, to the extent allowed by law, indemnify, protect and hold harmless Licensee, its directors, officers, employees and agents from and against any and all claims, demands, causes of action, damages and costs incurred by Licensee, its employees, agents or contractors, relating to or as a result of (a) the Licensee Conduits transferred to WAA, but only as to events that occur after the date the conduit is transferred to the WAA or (b) acts or omissions by WAA, the City of Wichita and their respect employees, agents or contractors, and/or (c) for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the rearrangement, maintenance, presence, use or removal of the Conduits or Duct Banks by the WAA, the City of Wichita and their respective employees, agents or contractors.

23.3 Licensee shall exercise reasonable care to avoid damaging the facilities of WAA and of others and shall make an immediate report to WAA of the occurrence of any such damage caused by Licensee's employee, agents, or contractors. Licensee agrees to reimburse WAA for all reasonable costs plus a 20% emergency administrative fee incurred by WAA for the physical repair of such facilities damaged by Licensee.

23.4 Licensee shall, to the extent allowed by law, indemnify, protect and hold harmless WAA and the City of Wichita, its elected officials, board members, officers, employees and agents and WAA's other Licensees, and their respective employees, agents and contractors, from and against any and all claims, demands, causes of action, damages and costs incurred by WAA, the City of Wichita and WAA's other Licensees relating to or as a result of the acts or omissions by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating Conduits or Duct Banks. However, Licensee shall not be liable under this Agreement to WAA's other Licensees for any interruption of such Licensees' service or for interference with the operation of such Licensees' facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensee's negligence, out of the use of Conduits or Duct Banks or Licensee's actions or omissions in regard thereto

23.5 The Licensee shall, to the extent allowed by law, indemnify, protect and hold harmless WAA and the City of Wichita, its elected officials, board members, officers, employees and agents and WAA's other Licensees from and against any and all claims, demands, causes of actions and costs for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the rearrangement, maintenance, presence, use or removal of Licensee's facilities or the Conduits or Duct Banks by Licensee, its employees, agents or contractors, or by their proximity to the facilities of all parties placed in Conduits or Duct Banks, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of WAA's Conduits or Duct Banks or otherwise.

23.6 Each party shall promptly advise the other party of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Each party shall promptly notify the other party in writing of any suits or causes of action which might involve the notified party and upon the request of the notified party, copies of all relevant accident reports and statements made to the notifying party's insurer by the notifying party or other shall be furnished promptly to the notified party.

23.7 LICENSEE ACKNOWLEDGES AND AGREES THAT WAA DOES NOT WARRANT THE CONDITION OR SAFETY OF WAA'S CONDUITS, DUCT BANKS OR THE PREMISES SURROUNDING THE SAME, LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF THE CONDUITS, DUCT BANKS AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, EXCEPT TO THE EXTENT ANY SUCH DAMAGE, INJURY OR LOSS IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACT OF WAA.

23.8 By executing this Agreement, Licensee warrants that it has acquainted or will fully acquaint itself and its employees and/or contractors or agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties and restrictions pending the executing of such work.

23.9 WAA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO WAA'S CONDUITS, DUCT BANKS OR OTHER FACILITIES ALL OF WHICH ARE HEREBY DISCLAIMED AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

23.10 LICENSEE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO LICENSEE'S CONDUITS TRANSFERRED TO WAA, ALL OF WHICH ARE HEREBY DISCLAIMED AND LICENSEE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

23.11 WAA shall indemnify Licensee from any claims by third parties and expenses (including legal fees and court costs through appeals) respecting damage to tangible property, personal injury or death caused by WAA's negligence or willful misconduct.

23.12 Notwithstanding any other provision hereof (other than the parties' obligation to indemnify each other), neither party shall be liable to the other, or any of their respective agents, representatives or employees for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues, loss of data, loss of technology, rights or services, taxes levied on income, or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any License, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

24.0 AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. WAA shall have the right to grant, renew and extend rights and privileges to others not party to this License Agreement, by contract or otherwise, to use any Conduits or Duct Banks covered by this License Agreement and Licensee's rights hereunder; provided that any such rights or privileges of others do not unreasonably or materially interfere with the Licensee's rights under this Agreement.

25.0 ASSIGNMENT OF RIGHTS

25.1 Except as set forth below, Licensee shall not assign or transfer this License Agreement or any License or any right or authorization granted under this License Agreement and this License Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of WAA. WAA shall not unreasonably withhold such consent. Nothing contained in this Section 25 shall be deemed or construed to prohibit Licensee from leasing, licensing, granting indefeasible rights of use or entering into similar agreements

or arrangements with Licensee's customers respecting the Licensee's facilities installed in the Conduits or Duct Banks. Notwithstanding the foregoing, Licensee may assign this Agreement without WAA's consent (i) to Licensee's principal, affiliates, or to any subsidiaries of its principal or to any corporation or other entity that controls, is controlled by or is under common control with Licensee; (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Licensee; or (iii) in connection with the sale or transfer of all or substantially all of the assets of Licensee in the market defined by the FCC in which the Facilities are located by reason of merger or other business reorganization. Also, WAA hereby understands and agrees that no change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment or transfer hereunder.

25.2 In the event such consent or consents are granted by WAA, then the provisions of this License Agreement shall apply to and bind the successors and assigns of the Licensee.

26.0 FAILURE TO ENFORCE

26.1 Failure of WAA to enforce or insist upon compliance with any of the terms or conditions of this License Agreement or to give notice or declare this License Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this License Agreement, but the same shall be and remain at all times in full force and effect.

27.0 SUPERSEDURE OF PREVIOUS LICENSE AGREEMENT(S)

27.1 This License Agreement supersedes all previous license agreements, easements, rights-of-way, whether written or oral, between WAA and Licensee for Licensee's Communications Facilities in Conduits or Duct Banks within the Airport Premises covered by this License Agreement; and there are no other provisions, terms or conditions to this License Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous License Agreements shall be subject to the terms and conditions of this License Agreement.

27.2 This License Agreement shall not affect the rights, obligations or fees imposed by any other governmental entity with jurisdiction over the Licensee.

28.0 AUTHORIZATIONS

28.1 Licensee represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Licensee warrants that it has full power and authority to execute and deliver this License Agreement and to perform its obligations hereunder.

29.0 NOTIFICATIONS

29.1 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this License Agreement, including, but not limited to processing Licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

LICENSEE		
	Legal	Operational
Contact		
Title	Manager, Switch and Transport	Manager, Switch and Transport
Company	Alltel Communications, LLC d/b/a Verizon Wireless	Alltel Communications, LLC d/b/a Verizon Wireless
Address	901 Industrial Park Drive	901 Industrial Park Drive
City, State, Zip	Moundridge, Kansas 67107	Moundridge, Kansas 67107
Telephone	N/A	620-345-8612
Facsimile	N/A	620-345-8818
WAA		
	Legal	Operational
Contact	Victor D. White	John Oswald
Title	Director of Airports	Engineering and Planning Manager
Company	Wichita Airport Authority	Wichita Airport Authority
Address	2173 Air Cargo Road	2173 Air Cargo Road
City, State, Zip	Wichita, Kansas 67209	Wichita, Kansas 67209
Telephone	316-946-4700	316-946-4715
Facsimile	316-946-4793	316-946-1898

30.0 FORCE MAJEURE

30.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes,

epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations.

31.0 NONDISCLOSURE AGREEMENT

31.1 During the term of this Agreement it may be necessary for the parties to provide to each other certain information considered proprietary or confidential. The receiving party shall protect such information of the disclosing party from whatever source from distribution, disclosure, or dissemination to anyone except employees of the receiving party with a need to know such information in conjunction with the provision of Services hereunder, except as authorized herein or as otherwise authorized in writing. All such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend.

Licensee acknowledges and understands that the nondisclosure obligations of the WAA are subject to the provisions of the Kansas Open Records Act (K.S.A. 45-215, et. Seq.), hereinafter the Act. Accordingly, any confidential information that Licensee discloses to the WAA in connection with this Agreement is subject to disclosure in accordance with the terms of the Act. Disclosure in response to a KORA request is limited by express, statutory exemptions and WAA will take reasonable actions to assert applicable exemptions. WAA's disclosure of information in accordance with the terms of the Act, even if the information is marked with a confidential or proprietary legend, will not be deemed a violation of the WAA's nondisclosure obligations under this Agreement.

31.2 The receiving party will not have an obligation to protect any of the disclosing party's information which:

31.2.1 is made publicly available by the disclosing party or lawfully by a nonparty to this agreement; or

31.2.2 is lawfully obtained by the receiving party from any source other than the disclosing party; or

31.2.3 is previously known to the receiving party without an obligation to keep it confidential; or

31.2.4 is released by the disclosing party in writing; or

31.2.5 is released by the receiving party pursuant to any valid subpoena issued in connection with any legal action or administrative proceedings; however, notice of subpoena shall immediately be given to the other party. The receiving party will only make copies of the information received from the disclosing party as are necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. The receiving party agrees not to identify the disclosing party or any other owner of information disclosed hereunder in any advertising or publicity without the prior written permission of the disclosing party.

32.0 NON-DISCRIMINATION EEO/AAP

32.1 The Licensee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The Licensee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900; and laws, regulations or amendments as may be promulgated thereunder.

33.0 NON-ARBITRATION

33.1 Notwithstanding anything to the contrary contained in this Agreement, the WAA shall not be subject to arbitration and any clause relating to arbitration contained in this Agreement shall be null and void.

34.0 KANSAS LAW TO GOVERN

34.1 This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement in duplicate on the day and year written above.

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By_____
Jeff Longwell, President

Date:_____

By_____
Victor D. White, Director of Airports

Attest:

By_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

ALLTEL COMMUNICATIONS, LLC
D/B/A VERIZON WIRELESS

By Scott Stewart
Name: Scott Stewart
Title: Director - Network Field Engineering

Date: 6/9/16

Application Number (to be assigned by WAA)

WICHITA AIRPORT AUTHORITY
CONDUIT AND DUCT BANK USE
APPLICATION FOR CONDUIT OCCUPANCY LICENSE

CONDUIT SYSTEM DIAGRAM – SAMPLE

Application Number (to be assigned by WAA)

WICHITA AIRPORT AUTHORITY
CONDUIT AND DUCT BANK USE
APPLICATION FOR CONDUIT OCCUPANCY LICENSE

CABLE DETAIL LISTING

Company Name of Applicant _____ *Application Date* _____

	DESCRIPTION OF CABLE TO OCCUPY CONDUIT									
	Cable Designation (a)	O.D. Inches (b)	Wt. Lbs. Per Foot (c)	Metallic Sheath or Shield		Type of Cable (e)	Max Voltage To Ground		Max Current in any Conductor (g)	Type of Jacket (h)
				Yes (d)	No (d)		AC (f)	DC (f)		
1										
2										
3										
4										
5										
6										

Application Number (to be assigned by WAA)

7										
8										
9										
10										
11										
12										

(a) **Cable Designation:** Assign letter, alphabetically, to each different type of cable to be installed.
(b) **O. D. (inches):** Outside diameter of cable.
(c) **WT. Lbs. per foot:** Self-explanatory.
(d) **Metallic Sheath Or Shield:** Self-explanatory.
(e) **Type of Cable:** If coaxial cable, show number of tubes.
(f) **Maximum Voltage to Ground:** Self-explanatory.
(g) **Maximum Current in any Conductor:** Indicate voltage and amperage.
(h) **Type of Jacket:** Enter the type of material of the outer jacket or sheath (polyethylene, PVC, etc.)

Application Number (to be assigned by WAA)

WICHITA AIRPORT AUTHORITY
CONDUIT AND DUCT BANK USE
APPLICATION FOR CONDUIT OCCUPANCY LICENSE

CONDUIT EQUIPMENT DETAIL LISTING

Company Name of Applicant _____ *Application Date* _____

EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES						
	Manhole Location	Type	Height	Width	Depth	Weight
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

APPENDIX I

Application Number (to be assigned by WAA)

WICHITA AIRPORT AUTHORITY
CONDUIT AND DUCT BANK USE
APPLICATION FOR CONDUIT OCCUPANCY LICENSE

Company Name of Applicant	*Application Date*
Address	*Applicant Contact Person*
City, State, ZIP	*Contact Telephone Number*

In accordance with the terms and conditions of the License Agreement between the Wichita Airport Authority (*WAA*) and _____(*Applicant*), dated _____, 20__, application is hereby made for a non-exclusive license to occupy the conduit system as shown on the Conduit System Diagram, Conduit Cable Detail Listing, Conduit Equipment Detail Listing and Construction Schedule pages of this Application Form. A license duration of _____ months is requested.

Applicant hereby requests WAA to provide an estimate of the costs to complete the required Pre-License Work.

Authorized Applicant Signature	*Date*
Printed Name	*Title*

Note: Two signed copies of Application are required for application.

For WAA use only

Application Received By	*Date Received*

Application Number (to be assigned by WAA)

WICHITA AIRPORT AUTHORITY
CONDUIT AND DUCT BANK USE
APPLICATION FOR CONDUIT OCCUPANCY LICENSE

CONDUIT SYSTEM DIAGRAM

Company Name of Applicant *Application Date*

Application Number (to be assigned by WAA)

WICHITA AIRPORT AUTHORITY
CONDUIT AND DUCT BANK USE
APPLICATION FOR CONDUIT OCCUPANCY LICENSE

CONSTRUCTION SCHEDULE

Company Name of Applicant

Application Date

Manager Responsible for Construction

Title

Address

Manager Responsible for Construction Telephone Number

City, State, ZIP

Company Name of Primary Contractor

Address

Primary Contractor Contact Person

City, State, ZIP

Primary Contractor Telephone Number

Company Name of Primary Sub-contractor

Address

Primary Sub-contractor Contact Person

City, State, ZIP

Primary Sub-contractor Telephone Number

Application Number (to be assigned by WAA)

WICHITA AIRPORT AUTHORITY
CONDUIT AND DUCT BANK USE
APPLICATION FOR CONDUIT OCCUPANCY LICENSE

CONSTRUCTION SCHEDULE

Company Name of Applicant _____ *Application Date* _____

Proposed Construction Start Date _____ *Proposed Construction Completion Date* _____

PROPOSED CONSTRUCTION SCHEDULE MILESTONES		
Task	Start Date	Completion Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

SCHEDULE 1

SCHEDULE 8

Other Users

Any tenant, operator, permittee or entity doing business on Wichita Dwight D. Eisenhower National Airport is subject to the defined fees and charges, as applicable. The Wichita Airport Authority establishes these fees and charges as the standard but reserves the right to vary from the published fees and charges in an agreement as negotiations may dictate. Other fees may apply based on the nature of service provided.

AIRPORT FEES AND CHARGES

Building Rental	FMV appraisal
Land Rental – Central Terminal Area • Escalates at 5% annually.	$0.4118/s.f.
Land Rental – Other • Escalates at 5% every five years. Next adjustment will be 1/1/2018.	$0.2081/s.f.
Conduit Occupancy Fee	$530.00/year/facility access
On-Airport Operator Commission	10% of gross receipts
Off-Airport Operator Commission (including, but not limited to, parking operators and rental car agencies)	9% of gross receipts
Ground Handling and Passenger Services Commission	
• Signatory carriers and Affiliates	2.5% of gross receipts
• Non-Signatory commercial carriers (does not apply if handler is a Signatory Passenger Air Carrier as defined in Schedule 1)	5.0% of gross receipts
Ground Service Equipment parking	$300.00/month
Commercial Use and Operating Permit	$100.00/year
Taxicab Permit	$100.00/month
Airport Limousine Permit	$50.00/month
Retail Auto Fuel Flowage Fee	$0.02/gallon

Effective Date: January 1, 2016

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