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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 3, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on November 26, 2013

AWARDS AND PROCLAMATIONS

- Proclamations:
Drunk and Drugged Driving Prevention Month

I. PUBLIC AGENDA

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

None

II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Century II Planning and Design Study.
(Deferred November 19, 2013)

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

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed \$40,200,000, release and convey the 2003 bond-financed property, and authorize the necessary signatures.

2. Building Facade Improvements at 301 North St. Francis. (District VI)

RECOMMENDED ACTION: Approve the final statement of cost and place the ordinance on first reading.

3. Building Facade Improvements at 700 and 704 East Douglas. (District VI)

RECOMMENDED ACTION: Approve the final statement of cost and place the ordinance on first reading.

4. Building Facade Improvements at 104 S. Broadway. (District I)

RECOMMENDED ACTION: Approve the final statements of cost and place the ordinances on first reading.

5. Improvements to Tyler Road from 29th to 37th Streets North. (District V)

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

6. Ordinance Amendments Relating to Community Events, Section 3.11.155 of the Code of the City of Wichita.

RECOMMENDED ACTION: Place the ordinance on first reading.

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. CUP2013-33 – Amendment to the 127th Retail Center Community Unit Plan (“CUP”), DP-247, to create Parcel 7 and to allow self-storage warehouse use in Parcel 7; generally located south of Central Avenue and west of 127th Street East. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the request subject to the recommended conditions of approval (three-fourths majority vote required because of protests); deny the request (two-thirds majority vote required), or; return the application to the MAPC for reconsideration (simple majority vote 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.

Fern Griffith, 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

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 2, 2013.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

| | | |
|---------------------|---------------------------------------|-----------------------------------|
| <u>Renewal</u> | <u>2013</u> | <u>(Consumption off Premises)</u> |
| Maria S Mercadd | LaTapatia Market LLP** | 1953 South Market |
| <u>Renewal</u> | <u>2013</u> | <u>(Consumption on Premises)</u> |
| Richard J. Renollet | WSUUC d/b/a Rhatigan Student Center** | 1845 N. Fairmount |
| J. Larry Fugate | Pizza Hut** | 8977 W. Central |
| J. Larry Fugate | Pizza Hut** | 11747 E. Kellogg |
| J. Larry Fugate | Pizza Hut** | 550 N. West St. |
| J. Larry Fugate | Pizza Hut** | 350 S. Ridge Rd. |

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

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

3. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Improvements to Serve Casa Bella Addition. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events – Lights on the River. (District I)

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

6. Agreements/Contracts:

- a. Improvements to East Kellogg from Cypress to Wiedemann – Agreement for Construction Engineering Services. (District II)

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

7. Property Acquisitions:

- a. Acquisition of a portion a vacant parcel in the 2400 Block of North Greenwich Road for the K-96/Greenwich Road Interchange Improvement Project. (District II)
- b. Acquisition of a portion of parcels in the 2300 Block of North Greenwich Road for the K-96/Greenwich Road Interchange Improvement Project. (District II)
- c. Partial Acquisition of 2706 and 2712 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

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

8. Purchase Option, Rand Graphics, Inc. (District IV)

RECOMMENDED ACTION: Adopt the Resolution approving the execution of the Bill of Sale, a Termination and Release of Easements, a Termination and Release of Leases and Satisfaction and Discharge of Indentures and authorize necessary signatures.

9. Sale of City Property at 2101 South Mosley. (District III)

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

10. Acquisition by Eminent Domain of Tracts Required for the K-96/Greenwich Road Interchange Improvement Project. (District II)

RECOMMENDED ACTION: Adopt the resolution; place the condemnation ordinance on first reading; and authorize the necessary signatures.

11. 2014 Victims of Crime Act (VOCA) Grant.

RECOMMENDED ACTION: Approve the 2014 Victims of Crime grant award.

12. 2014 Organized Crime Drug Enforcement Task Force (OCDETF).

RECOMMENDED ACTION: Approve continued annual participation in the OCDETF program and the established annual OCDETF budgets.

13. Utility Permit across City-Owned Property at South Lake Park. (District IV)

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

14. Budget Adjustment for Wichita Flight Festival.

RECOMMENDED ACTION: Approve the budget adjustment.

15. Improvements to Kellogg from Cypress to Wiedemann – Waterline Funding. (District II)

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

16. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.

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

17. Notice of Intent to Use Debt Financing Amendment - Airfield Safety, Security and Communications - Wichita Mid-Continent Airport.

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

18. Notice of Intent to Use Debt Financing - Skyway Land Acquisition - Wichita Mid-Continent Airport.

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

19. Second Reading Ordinances: (NONE)

II. CONSENT PLANNING AGENDA ITEMS

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

20. *VAC2013-00021 - Request to vacate a portion of a platted alley on property generally located east of Kansas State Highway 15, south of Harry Street, on the east side of Lulu Avenue. (District I)

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

21. *VAC2013-00022 - Request to vacate a platted utility easement on property generally located southeast of Woodlawn Boulevard and 21st Street North and southeast of Bramblewood Street and Rock Hill Lane. (District II)

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

22. *VAC2013-00033 - Request to vacate a portion of a platted alley on property generally located east of Waco Avenue, on the south side of Harry Street between Wichita Street and Water Street. (District III)

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

23. *VAC2012-00031 - Request to vacate a public street right-of-way dedicated by separate instrument on property generally located south of Kellogg Street, north of Irving Street, between West Street and Interstate Highway 235. (District IV)

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

II. CONSENT HOUSING AGENDA ITEMS

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

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Century II Planning and Design Study (All Districts)

INITIATED BY: Department of Public Works & Utilities/Division of Arts & Cultural Services

AGENDA: Unfinished Business

Recommendation: Approve the contract.

Background: Century II, a multi-purpose convention and performing arts venue was originally completed in 1969, with convention space added in 1985. Century II has served the community well and has provided a venue for a wide variety of events. The building is beginning to show signs of being outdated, as well as losing some of its functionality as a convention center due to the changing needs and requirements of convention clientele, causing the need for a planning and design study to determine current and future feasibility of possible renovations.

Analysis: In March 2013, the City Council approved Bonding Resolution 13-052 that included a partnership project between the City and Go Wichita Convention and Visitors Bureau (Go Wichita). The partnership will provide a market demand assessment of Century II, which would be completed and funded by Go Wichita. The design for renovation/expansion of the Convention Hall portion of the facility will be based on the findings and recommendations of the assessment. In May 2013, staff issued a Request for Qualifications, in order to select a consulting team to provide conceptual design/estimate services for renovations based on the market demand study.

The City received six proposals. The Staff Screening and Selection Committee (SSSC) narrowed the number of candidates to five for final presentations/interviews. The five candidates included GLMV/Populous, LMS/Schafer Johnson Cox & Frey Architecture, Fentress Architects/WDM Architects, Law-Kingdon Architecture/TVS Design, and Convergence/Spangenberg Phillips Tice Architecture. Through a series of final interviews and presentations, the SSSC selected the team of Populous & GLMV Architecture. The selection was based on the team's presentation quality, past and present projects with the City, and overall qualifications.

Update: John DAngelo of the Division of Arts and Cultural Services has met with the Performing Arts Community, along with Go Wichita on two occasions since the December 19th Council discussion resulting in the following plan of action. The Arts Council and Go Wichita and performing arts organizations that are tenants at CII will move forward with the selection process of a consultant to perform a performing arts assessment of the Century II Performing Arts facilities and their existing condition, similar to the study executed on the Convention facilities of Century II. The results from this study will be collected and utilized by the Populous/GLMV consulting team in conjunction with the original Planning and Design Study. The Populous/GLMV team has assured staff there will be no additional fees directly related to the inclusion of the Performing Arts study. The additional study will add approximately 8 weeks to the Planning and Design Study Contract.

Financial Considerations: Approved Capital Improvement Program funding includes \$1,914,500 in 2013 for the continued renovation of Century II. This funding includes already scheduled improvements, as well as the design study cost for those proposed improvements resulting from the demand assessment. The funding source is the Transient Guest Tax Fund. The initial phase of the design study will be a not to exceed amount of \$240,000. Additional services will be handled upon analysis of the study, and be handled by Amendments to this contract as needed.

Update: The Performing Arts Evaluation/Study will be funded by Go Wichita and the Arts Council, and will have no direct cost implications to the original proposed contract price of \$240,000. Any additional services and costs will be handled by Amendments to the contract as needed, per the original plan.

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

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

Attachments: Contract.

**CENTURY II COMPLEX MODIFICATION/EXPANSION EVALUATION
CONTRACT FOR PRE-DESIGN SERVICES**

THIS AGREEMENT, Made and entered into this _____ day of _____, 2013,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
A Municipal Corporation, hereinafter referred to as
"OWNER"

AND

POPULOUS
hereinafter referred to as
"CONSULTANT"

WHEREAS, The **OWNER** is authorized by law to employ consulting architects and engineers to perform all necessary studies and associated services required to provide estimated budget of costs of work for the **PROJECT**; and

WHEREAS, the **OWNER** desires to have pre-design services to determine a concept for the proposed **PROJECT**; and

WHEREAS, **CONSULTANT** wishes to provide professional services to the **OWNER** to do such evaluation, planning, preparation of planning documents, and related presentation materials;

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The **OWNER** employs the **CONSULTANT** and he agrees to perform all necessary professional services hereinafter set forth in connection with the Modification/Expansion Evaluation of the Century II (CII) Complex, including associated structures, and other related on-site improvements for the **OWNER**.

WHEREAS, the **OWNER**, has determined that this **PROJECT** shall be constructed on property generally located on or near the current Century II Performance Arts Center Site.

II. BASIC SERVICES:

The **CONSULTANT** shall render all professional services necessary as set out in **EXHIBIT "A"**, a copy of which is attached hereto and which is incorporated herein by reference.

III. THE CONSULTANT AGREES

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES EXHIBIT "A".
- B. To attend meetings with the **OWNER** and other local stakeholders as necessitated by the SCOPE OF SERVICES EXHIBIT "A".
- C. To make available during regular office hours, all calculations, sketches and drawings such as

the **OWNER** may wish to examine periodically during performance of this Agreement.

- D. To indemnify, keep and save harmless, the **OWNER**, its agents, officials and employees against all suits, claims, and judgments, including attorney fees that may result from the **CONSULTANT**, his agents', officers' and employees' negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury of persons or property. The **CONSULTANT** shall require all Consultants to indemnify, keep and save harmless the **OWNER** in the same manner as is required of the **CONSULTANT** in the Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **CONSULTANT** and, where relevant to method of payment, to make such material available at its office at reasonable times during the Agreement period and for three years from the date of final payment under the Agreement for inspection by the **OWNER** or his representatives.
- F. To comply with 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 **OWNER'S** Affirmative Action Program as set forth in Exhibit "D", 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 hereinafter provided 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 and as outlined in the SCOPE OF SERVICES, EXHIBIT "A".
- H. To complete the services to be performed by **CONSULTANT** within the time allotted in attached schedule for the PROJECT in a reasonable period of time based on determination of meeting schedules by the owner; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **CONSULTANT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. **CONSULTANT** further agrees, covenants and represents, that all designs, drawings, and other work or material furnished by **CONSULTANT**, its agents, employees and subcontractors under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. **CONSULTANT** shall procure and maintain such insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, and employees 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. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. 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 **CONSULTANT** that shall be written in a comprehensive form and shall protect **CONSULTANT** against all claims arising from injuries to persons (other than

CONSULTANT'S employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **CONSULTANT**, its agents, officers, employees or sub-contractors 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 **OWNER** before the time **CONSULTANT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days' written notice by the insurance company before such policy is canceled.

- K. **CONSULTANT** further agrees, covenants and represents that all work required by this Agreement shall contain a clause that provides the following:

“Notwithstanding anything to the contrary, the **OWNER** shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void”

- L. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **CONSULTANT** agrees to advise the **OWNER**, in writing, of the person 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 **CONSULTANT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager WILL coordinate ALL aspects of this PROJECT through the **OWNER'S** Project Manager. Any requests from any other staff agency that would affect the **CONSULTANTS** time or expense relative to this PROJECT MUST be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **CONSULTANT**, except as specified in EXHIBIT “A”.
- C. To pay the **CONSULTANT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **CONSULTANT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise the **CONSULTANT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **CONSULTANT** of any changes in the person designated Project Manager. Written notification shall be provided to the **CONSULTANT** 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 **CONSULTANT** in a timely fashion.
- G. To save and hold **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of

OWNER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **CONSULTANT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

- A. Payments to the **CONSULTANT** for the performance of the basic Architectural and Engineering services required by this Agreement shall be based on the fee sums noted in **EXHIBIT "A"**. The stipulated sum fees shall represent payment for all the **CONSULTANT'S** payroll costs, expenses, overhead costs, profit, subcontracting fees, and all other costs required in performing the work described herein as the **CONSULTANT'S** responsibility except for reproduction/printing costs by the **CONSULTANT**. Reproduction costs will be billed to the **OWNER** at direct cost without "mark up". The stipulated sum fees shall be pro-rated according to the work effort required under each **TASK** as designated in **EXHIBIT "A"**.
- B. Payments are payable to the **CONSULTANT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **CONSULTANT** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **CONSULTANT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **OWNER**, the **CONSULTANT** 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 **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
 - 2. Additional design services not covered by the scope of this Agreement.
 - 3. Construction staking, material testing, observation and administration related to the **PROJECT**.
 - 4. A major change in the **SCOPE OF SERVICES** for the **PROJECT**.
- D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **OWNER**, 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.
- E. If services are rendered by the **CONSULTANT** for project(s) or portions of the project(s) in the Programming and Schematic Design but the **OWNER** elects to cancel the project(s) or portions thereof at any time during these phases, the **CONSULTANT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completion, as outlined in Paragraph F below.
- F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

The **CONSULTANT** agrees to complete all Planning Phases of this PROJECT as follows:

- A. The **CONSULTANT** agrees to complete the phases of this PROJECT as indicated on attached schedule starting from the date of approval of the Contract, pending availability of **OWNER** and staff. The **OWNER** and the **CONSULTANT** are aware that many factors outside the **CONSULTANT'S** control may affect the **CONSULTANT'S** ability to complete the services to be provided under this Agreement. The **CONSULTANT** will perform these services with reasonable diligence and expediency consistent with sound professional practices.
- B. The **OWNER** agrees to cooperate with the **CONSULTANT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **CONSULTANT**, upon written request, any approvals and instructions required to be given by the **OWNER** to the **CONSULTANT** under the terms of the Contract.

VII. TERMINATION OF AGREEMENT:

- A. The **OWNER** may terminate this Agreement at anytime for any cause by a notice in writing to the **CONSULTANT**. Upon receipt of such notice, the **CONSULTANT** shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- B. If the Agreement is terminated due to the fault or request of **CONSULTANT**, no further payments on account of the fee will be thereafter made, except for services previously performed under this Agreement, which are of value to the **OWNER**. If the Agreement is terminated due to no fault of the **CONSULTANT**, the **CONSULTANT** will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the **OWNER** by reason either of any prior default of the **CONSULTANT**, or otherwise.
- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, design, reproducibles, plans and specifications prepared under this Agreement shall become the property of the **OWNER** when and if the Agreement is terminated.
- D. Dissolution of the architectural firm of POPULOUS for any reason whatsoever, shall give the **OWNER** the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by **OWNER**, and such termination shall be deemed to be due to the fault of the **CONSULTANT**.

VIII. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **CONSULTANT'S** services and payment in full of monies due the **CONSULTANT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **CONSULTANT**.

The **OWNER** agrees to hold the **CONSULTANT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the **CONSULTANT**.

- B. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.
- C. 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 **OWNER**; provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.
- D. 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.
- E. Neither the **OWNER'S** review, approval or acceptance of, nor payment for any of the work or services required to be performed by the **CONSULTANT** 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 and the **CONSULTANT** shall be and remain liable to the **OWNER** for all costs of any kind which are incurred by the **OWNER** as a result of the **CONSULTANT'S** breach of any condition or warranty contained in the Agreement.
- F. The rights and remedies of the **OWNER** provided for under this Agreement are in addition to any other rights and remedies provided by law and the **OWNER** may assert its right of recovery by any appropriate means, including, but not limited to, set-offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.
- G. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages, pursuant to the terms or provisions of this Agreement.
- H. Unless otherwise stipulated in this Agreement, all sub-consultants retained to assist **CONSULTANT** in performing his duties will be paid by the **CONSULTANT**.
- I. The **CONSULTANT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **CONSULTANT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.
- J. Special Consultants or Subcontractors are those who provide services other than those provided by the **CONSULTANT**. If it is requested that any Special Consultants or Subconsultants be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- K. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.
- L. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

M. Unless otherwise provided in this Agreement, the **CONSULTANT** and employees or sub-contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Populous

Karen Sublett
City Clerk

Todd C. Voth, Senior Principal

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

EXHIBIT "A"

SCOPE OF SERVICES

The intent of Phase 1 – Concept Design of this proposal is to define a limited number of concepts for Scenario 2 and Scenario 3 as outlined below and develop project budgets for each concept:

CS&L Scenario 2: A variety of planning options will be prepared for a major renovation/redevelopment of the interior of the Century II round building, effectively “gutting” the interior and redeveloping the building into a performing arts venue. In addition, an architectural assessment of the Bob Brown Expo Hall will be performed in order to determine how much of the existing hall can be utilized to assist in achieving the convention center net sellable program areas of 150,000 sf Exhibit Hall, 30,000 sf Meeting Rooms and 30,000 sf of Ballroom . Scenario 2 will assume the expansion of the Hyatt

Regency Wichita hotel via the addition of a new 100-room tower to support the convention center.

CS&L Scenario 3: An overall Master Plan of the entire Century II site will be performed based on the demolition of the existing Century II round building and Bob Brown Expo Hall and the construction of a new convention center attached to the Hyatt Regency Wichita. Scenario 3 will assume the expansion of the Hyatt Regency Wichita hotel via the addition of a new 100-room tower to support the convention center. In addition, a new performing arts building will be sited within the Complex site.

Also during Phase 1 – Concept Design the Consultant will provide the following services as part of both Scenarios outlined above:

Analyze opportunities to leverage the downtown presence of Century II using the Arkansas River, Douglas Avenue and the urban qualities of the surrounding streets and blocks by leveraging restaurants, hotels and other complementary uses.

Provide location recommendations to meet new facility requirements from the CS&L Study, as well as any other infrastructure needs identified in Phase 1 such as, but not limited to pedestrians, approaches, roads, hotel rooms and parking.

Prioritize a limited range of scenarios, including a rough comparative cost estimate of each.

PHASE 1 – CONCEPT DESIGN SCOPE OF SERVICES AND DELIVERABLES

Task 1: Research / Data Gathering

1.1 Planning and Zoning Research: Outline of applicable Planning and Zoning Requirements for the Convention Center. Development of relevant master planning efforts and initiatives that relate to the site. Conduct Urban Design Analysis (identify site forces, development considerations, and create opportunity and constraint diagrams for site connectivity, identity and open space).

Approach: Two week period of time at the beginning of the project.

Deliverables: Written Summary of Project Requirements

Consultants: GLMV Architecture for the Convention Center
Sasaki Associates for /Master Planning/Urban Design

1.2 Code Research: Outline of applicable Code Requirements for the Convention Center.

Approach: Two week period of time at the beginning of the project.

Deliverables: Written Summary of Project Requirements

Consultants: GLMV Architecture for the Convention Center

Task 2: Public Outreach

2.1 Stakeholder and Program Meetings: We will work with the Owner to establish the appropriate stakeholder and user group types and attendees. We will assist in sending out meeting notices and developing agendas for each of the meetings. We will setup and conduct the meetings and prepare the Meeting Notes.

Approach: Four week period of time at the beginning of the project to establish the Stakeholder and User Groups, send out the meeting invites and confirm the attendees. Six half day meetings are anticipated over three consecutive days. Allow two weeks after the meetings to prepare the meeting notes and outline program.

Deliverables: Meeting Notes that document the Project's Goals and Objectives. Outline Building Program for the Convention Center and Theater.

Consultants: Populous/GLMV Architecture

Task 3: Site Design

3.1 Urban Design Study: Mapping and narrative of urban design context for this project including three District Maps for Scenarios 2 and 3.

Approach: Create guiding framework principles to be used for evaluating the building concepts from an urban design perspective over a four week period that parallels Task 4.1.

Deliverables: (3) District Maps with Framework options and guiding principles (diagram concepts such as "String of Pearls", "Sports and Entertainment", or "The Avenue")... to be used for evaluating the building concepts (1) tear down or (2) renovate and expand

Consultants: Sasaki Associates

Task 4: Building Design for Scenarios 2 and 3

4.1 Block Planning & Review Meetings: Layout of the Program Recommendations in the CS&L Report and Public Outreach in Task 2.1, into Overall Block Plans by major program elements.

Approach: Four week period of time that includes one week for Owner review and decision making to determine which of the block plans will be analyzed further as part of the Task 4.2. We anticipate one full day workshop to develop the Overall Block Plans.

Deliverables: Photographs of the various block plans generated during the workshop using the large scale site plan and model pieces used during our interview along with the urban design framework started in Task 3.1.

Consultants: Populous and GLMV Architecture plus Sasaki Associates for Block Planning Workshop.

4.2 Building Massing Design Scenarios: Sketch up 3D digital massing models for a limited number of design scenarios based on the ideas generated in Task 4.1.

Approach: Eight week period of time that includes two, two week periods of times for Owner review and decision making to determine which of the massing models will be analyzed further as part of a separate agreement. We anticipated a two day design workshop plus a one day meeting to present various massing models.

Deliverables: Individual three dimensional digital massing models for each of the scenarios that identify the location of the basic program elements on the site.

Consultants: Populous and GLMV Architecture.

4.3 Concept Design Plans for the Round Building & Review Meetings: Developing colored 2D building plans and sections of the round building as part of Scheme 2; includes Cost Model review.

Approach: Four week period of time to develop block plans for the interior of Round Building. We anticipated two separate one or two day meetings to present various Concepts for feedback to confirm design direction.

Deliverables: Colored 2D plans of the interior of Round Building to confirm the program and define a design solution for the possible renovation under CS&L Scenario 2.

Consultants: Populous and GLMV Architecture.

Task 5: Cost Estimating

5.1 Initial Massing Cost Models: Cost modeling of the Design Scenarios developed in Tasks 3.4 and 4.2. Budget Development for a complete renovation of the Round Building.

Approach: We anticipate this process to be collaborative during Tasks 3.1, 4.1, 4.2 and 4.3. The purpose of the cost models, besides defining the cost of construction is to identify how the various approaches to achieve the building program relate to one other from a cost stand point.

Deliverables: Conceptual Cost Summary of each of the Scenarios.

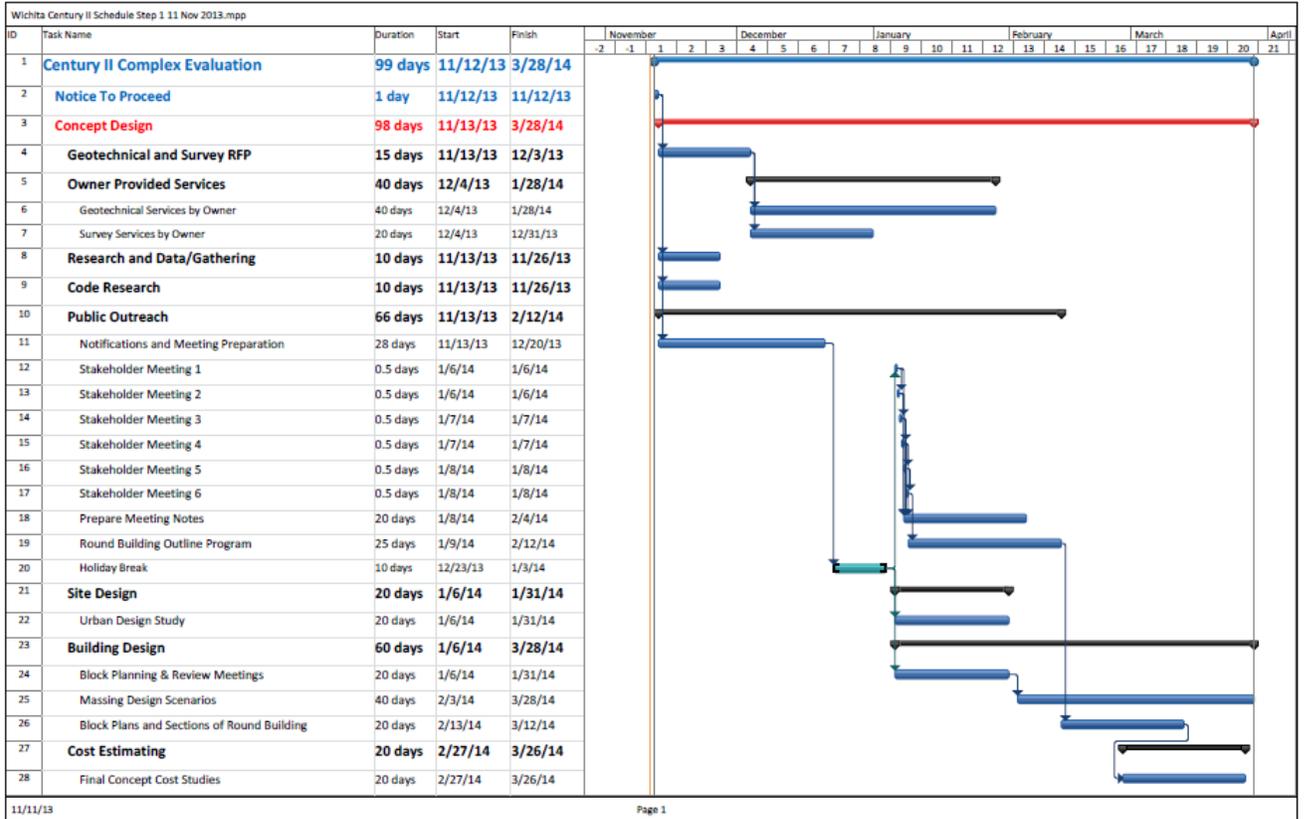
Consultants: We will also engage with either an independent cost consultant or regional construction professional after further discussion with the Owner.

COMPENSATION FOR SERVICES

Base Fees

Phase 1 – Concept Design (Scenarios 2 and 3):

| | |
|----------------------------|------------------|
| Architecture | \$200,000 |
| Urban and Site Design | \$35,000 |
| Cost Estimating | <u>\$5,000</u> |
| Phase 1 Total Design Fees: | \$240,000 |



EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
FOR CONTACTS 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 Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this City 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, 11141; Part 60 of Title 41 of the Code of Federal Regulations; The Age Discrimination in Employment Act of 1967; 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 44-01001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, 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 Commission on Civil Rights;
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the Kansas Commission on Civil Rights, in accordance with the provisions of K.S.A. 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 Commission on Civil Rights 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 contract shall include the provisions of paragraphs 1 through 4, inclusively, of this subsection B in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- C. Exempted from these requirements are: (State of Kansas)
 - 1. Any contractor, subcontractor, vendor, or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the federal government, or a contract involving federal funds.
 - 2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
 - 3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.
- D. Provisions of the City of Wichita, Kansas, relating to Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Codes of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, physical handicap, national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Nondiscrimination and 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 Citizen Rights and Services Division/Board 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 advertisement 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, physical handicap, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase "Equal Opportunity Employer," or a similar phrase that is deemed acceptable by the Citizen Rights and Services Division/Board;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules and regulations of the Citizen Rights and Services Division/Board and will permit access to books, records and procedures concerning employment relations by the Citizen Rights and Services Division/Board of said City for purposes of investigation to ascertain compliance with Nondiscrimination and 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 CRS Division 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.
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Nondiscrimination and Equal Employment Opportunity under a decision of the Citizen Rights and Services Division/Board of the City of Wichita, Kansas, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of subsections 1 through 4 inclusively, or this present section in every subcontract, sub purchase order or sub agreement so that such provisions will be binding upon each subcontractor, sub vendor or sub supplier.

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

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita or any of its agencies who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.900 et seq. of the Code of the City of Wichita, Kansas, shall, prior to entering into such contract, purchase order or agreement, submit to the Citizen Rights and Services Division/Board of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Nondiscrimination and Equal

Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

2. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees or 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.
 - a. The provisions of Section 2.12.900 et seq. shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons 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.
 - b. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correcting such deficiencies, in accordance with instructions included with the preliminary report, for review, evaluation and acceptance prior to a contract, purchase order or agreement award.
- F. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by K.S.A. 44-1031, as amended, or to the Citizen Rights and Services Division/Board of the City of Wichita as required by 2.12.900 et seq. of the code of the City of Wichita, Kansas; or has been found guilty of a violation of the City's ordinances, state statutes, or federal statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Cessna Aircraft Company) (Districts III and IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: Since 1991, the City Council has approved issuance of Industrial Revenue Bonds (“IRBs”) totaling \$1.2 billion to finance expansion and modernization of Cessna Aircraft Company (“Cessna”) facilities in Wichita. The City Council also authorized 100% ad valorem tax exemptions for all bond-financed property for periods of up to ten years.

On August 13, 2013, the City Council approved a new five-year Letter of Intent (LOI) for IRBs in the amount not-to-exceed \$513,600,000. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. Cessna plans to add 50 employees to its Wichita workforce of 5,436 by the end of the five-year term of the Letter of Intent. Cessna is requesting the issuance of IRBs in the amount not to exceed \$40,200,000 to finance capital investments made in 2013.

Analysis: Cessna was incorporated in 1927 in Wichita and is now the world’s largest manufacturer of general aviation aircraft. Cessna also manufactures aircraft parts and provides aircraft maintenance and support services. Cessna currently has four major production and support segments including the Citation family of business jets, the Caravan family of turboprop aircraft, a number of single engine aircraft and world-class service and maintenance operations.

Bond proceeds will be utilized to finance capital investment in the facilities located at the Cessna Wichita campus, including computer hardware and software, tooling, furniture and fixtures, and improvements to production space to accommodate product development and manufacture of aircraft currently produced in Wichita. The firm of Gilmore & Bell, P.C. serves as bond counsel in the transaction. The IRBs will be purchased by Cessna and will not be offered to the public. Cessna has complied with the Standard Letter of Intent Conditions.

In addition to authorizing the issuance of the Series XII 2013 IRBs, the attached bond ordinance also authorizes the release of property financed by Series 2003 Bonds, which have been surrendered. The conveyance will be effective January 1, 2014.

Financial Considerations: Cessna agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. Under the City’s Economic Development Incentive Policy, the Company qualifies for a 100% five-plus-five year tax exemption on bond-financed property based solely on the amount of capital investment.

The City Council has approved a 100% property tax abatement for five years, with a second five years subject to Council approval. Cessna indicates it invested almost \$39 million on tooling, computer software and hardware, and furniture, fixture and equipment. Additionally, it invested \$1,223,675 on real

property improvements. Based on the 2012 mill levy, the value of the abated taxes on that investment could be as much as \$37,197. This estimate assumes that 100% of the \$1,223,675 cost of improvements to real property will be reflected in a dollar-for-dollar increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its on-going reappraisal process. The tax abatement would be shared among the taxing entities as follows: City - \$10,015; County/State - \$9,545; and USD 259 - \$17,637.

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research was conducted in 2013 in connection with the Letter of Intent, with the following benefit/cost ratios:

| | |
|------------------------|-------------|
| City of Wichita | 4.00 to one |
| City General Fund | 1.81 to one |
| City Debt Service Fund | N/A |
| Sedgwick County | 3.73 to one |
| USD 259 | 1.83 to one |
| USD 261 | 1.84 to one |
| State of Kansas | 4.19 to one |

The purchase price of \$1,000 and other considerations as listed under the purchase option provision of the Lease Agreement has been paid for conveyance of the 2003 IRB-financed property.

Legal Considerations: The City's Bond Counsel has prepared bond documents needed for the issuance of bonds. All bond documents are subject to review and approval by the Law Department prior to execution.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed \$40,200,000, release and convey the 2003 bond-financed property, and authorize the necessary signatures.

Attachments: Bond Ordinance

(Published in the *Wichita Eagle* on December 13, 2013)

ORDINANCE NO. 49-617

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,200,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A TWENTY-THIRD SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A TWENTY-THIRD SUPPLEMENTAL LEASE BY AND BETWEEN CESSNA AIRCRAFT COMPANY AND THE CITY; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND CESSNA AIRCRAFT COMPANY, AS PURCHASER OF THE BONDS; AND AUTHORIZING EXECUTION OF A BILL OF SALE, TERMINATION AND RELEASE OF THIRTEENTH SUPPLEMENTAL LEASE AND CANCELLATION, DISCHARGE AND RELEASE OF THIRTEENTH SUPPLEMENTAL TRUST INDENTURE.

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

WHEREAS, pursuant to the Act and multiple letters of intent, the Issuer's Governing Body has heretofore expressed its intent to issue Taxable Industrial Revenue Bonds (Cessna Aircraft Company) for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of twenty-two series of such taxable industrial revenue bonds, in the original aggregate principal amount of \$1,222,482,000, for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, pursuant to the Act and a Letter of Intent dated September 13, 2013, the Issuer has expressed its intent to issue additional taxable industrial revenue bonds in the original aggregate principal

amount of not to exceed \$513,600,000 for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of such taxable industrial revenue bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of December 20, 1991, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Third Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing such taxable industrial revenue bonds (as more particularly defined therein, the "Bonds") and (ii) the execution and delivery of a Lease Agreement dated as of December 20, 1991, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-Third Supplemental Lease (collectively, the "Lease"), by and between the Issuer, as lessor, and Cessna Aircraft Company, a Kansas corporation (the "Company"), as lessee, under which the proceeds of the Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a twenty-third series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2013 (Cessna Aircraft Company)" in the original aggregate principal amount not to exceed \$40,200,000 (the "Series 2013 Bonds"), for the purpose of acquiring, constructing, installing the improvements to certain existing aviation manufacturing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series 2013 Additions"); and

WHEREAS, the Series 2013 Bonds are more fully described in the Twenty-Third Supplemental Indenture and the Twenty-Third Supplemental Lease hereinafter authorized; and

WHEREAS, the Series 2013 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series 2013 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series 2013 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series 2013 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2013 Bonds (i) to execute and deliver a Twenty-Third Supplemental Trust Indenture (the "Twenty-Third Supplemental Indenture"), for the purpose of issuing and securing the Series 2013 Bonds as provided therein; and (ii) to enter into a Twenty-Third Supplemental Lease (the "Twenty-Third Supplemental Lease"), pursuant to which the Issuer shall cause the Series 2013 Additions to be leased to the Company in consideration of payments of Series 2013 Supplemental Basic Rent, Series 2013 Supplemental Additional Rent and other charges provided for therein; and

WHEREAS, the Series 2013 Bonds shall be equally and ratably secured and on a parity with the outstanding Bonds and any Additional Bonds (as such term is defined in the Indenture) subject to any partial redemption or release of pledged property permitted by the Lease or Indenture;

WHEREAS, the Issuer has heretofore issued its Taxable Industrial Revenue Bonds Series XI, 2003 ("the Series 2003 Bonds") pursuant to a Thirteenth Supplemental Indenture and Thirteenth Supplemental Lease each dated as of December 19, 2003; and

WHEREAS, the Trustee has certified that the Series 2003 Bonds have been surrendered by the registered owner thereof for cancellation on January 1, 2014; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the Series 2003 Bonds (the "Series 2003 Additions"); and

WHEREAS, the City hereby determines to waive the notice provisions of the Lease with respect to the Company's exercise of its option to purchase the Series 2003 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying such Series 2003 Additions to the Company on or after January 1, 2014.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

Section 2. Authority to Cause the Series 2013 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series 2013 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series 2013 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Twenty-Third Supplemental Indenture and in the Twenty-Third Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series 2013 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds in an original aggregate principal amount not to exceed \$40,200,000 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2013 (Cessna Aircraft Company)." The Series 2013 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2013 Bonds shall be equally and ratably secured and on a parity with the outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series 2013 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series 2013 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series 2013 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Twenty-Third Supplemental Indenture. The Issuer is hereby authorized to enter into the Twenty-Third Supplemental Trust Indenture (the "Twenty-Third Supplemental Indenture"), by and between the Issuer and the Trustee, under which the Issuer shall pledge

and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Series 2013 Additions. The Issuer shall cause the Series 2013 Additions to be leased by the Issuer to the Company pursuant to and in accordance with the provisions of the Twenty-Third Supplemental Lease (the "Twenty-Third Supplemental Lease"), by and between the Issuer and the Company.

Section 6. Authorization of Bond Purchase Agreement. The Series 2013 Bonds shall be sold and delivered to the Cessna Aircraft Company, upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized (the "Bond Purchase Agreement"), by and between the Issuer and Cessna Aircraft Company, as purchaser.

Section 7. Authorization of Release Documents. The City is hereby authorized to execute a Bill of Sale conveying the Series 2003 Additions from the City to the Company, a Termination of Thirteenth Supplemental Lease and Cancellation, Discharge and Release of Thirteenth Supplemental Trust Indenture (collectively, the "Release Documents") and to deliver such Release Documents upon receipt of Certification by the Trustee that no Series 2003 Bonds remain outstanding and upon receipt from the Company of the other consideration required under the Lease, and performance by the Company of all conditions precedent to exercise of its purchase option under the Lease..

Section 8. Execution of Series 2013 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series 2013 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twenty-Third Supplemental Indenture, the Twenty-Third Supplemental Lease, the Bond Purchase Agreement and the Release Documents for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series 2013 Bonds, the Twenty-Third Supplemental Indenture, the Twenty-Third Supplemental Lease, the Bond Purchase Agreement, the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Pledge of the Project. The Issuer hereby pledges the Series 2013 Additions and the net revenues therefrom to the payment of the outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series 2013 Bonds, the Twenty-Third Supplemental Indenture, the Twenty-Third Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

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PASSED by the Governing Body of the City of Wichita, Kansas, on December 10, 2013.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council Members
SUBJECT: Building Façade Improvements at 301 North St. Francis (District VI)
INITIATED BY: Office of Urban Development
AGENDA: New Business

Recommendation: Approve the statement of cost and first reading of the ordinance.

Background: Since 2001, the City has provided a Façade Improvement Program. It is available to properties in defined areas, including the City's core area. On May 10, 2011, the City Council authorized maximum special assessments for the façade improvements at 301 North St. Francis (Pixius Building), by maximum assessment ordinance in an amount not to exceed \$1,151,000. Construction of the façade improvements is now complete. It is now necessary to approve the statement of costs and amend the assessment ordinance to reflect the final assessment amount prior to bonding.

Analysis: For purposes of establishing the final assessment amount, an ordinance has been prepared reflecting the final costs upon completion of the façade project. Final costs of the project include construction costs including architectural/engineering fees, City administrative charges, interim financing costs, estimated costs of issuance related to permanent financing, and a one-year debt service reserve based upon permanent financing assumptions. Upon adoption of the ordinance by the governing body, the ordinance will be published and a notice of the final assessment amount will be mailed to the affected property owner.

State statutes provide the City Council authority to use special assessment funding for the projects. Pursuant to K.S.A. 12-6a01 *et seq.*, if the final cost of completed improvement is less than the maximum amount of the assessment as set forth in the Original Maximum Assessment Ordinance, it is necessary to reduce the assessment to an amount equal to the final cost of the improvements.

Financial Considerations: The final assessment amount to be paid by special assessments totals \$1,146,500. Taxable General Obligation Special Assessment Bonds will be issued in February 2014, paid as to principal and interest over a 15 year term, with special assessments levied against the improved property and will be backed by the full faith and credit of the City of Wichita.

Legal Considerations: The authorizing ordinance adjusting the special assessment to reflect the final costs of the project was prepared by Bond Counsel and has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the final statement of cost and place the ordinance on first reading.

Attachments: Statement of Cost
Ordinance

Approved /Accepted by City Council

Wichita, Kansas
November 20, 2013

This _____

City Clerk
Wichita, Kansas

OCA# 766038
Project# 491039

Dear City Clerk:

Following is the cost of constructing:

 Façade Improvements at 301 N. St. Francis (Pixius)

| | |
|-----------------------------|-----------------------|
| Lump Sum Contract Amount | \$990,000.00 |
| Change Orders | \$0.00 |
| Recording Façade Documents | \$0.00 |
| Project Administration | \$19,800.00 |
| Publication | \$0.00 |
| Abstract | \$20.00 |
| Construction Cost | <u>\$1,009,820.00</u> |
| Idle Fund Interest | \$7,925.16 |
| Temporary Finance Cost | \$1,658.84 |
| Finance Administration | \$20,196.00 |
| 1 Year Debt Service reserve | <u>\$106,900.00</u> |
| TOTAL COST | \$1,146,500.00 |

Respectfully Submitted,

Allen Bell, Urban Development Director

Property: \$1,146,500.00
City: \$0.00

Spring 2014

Max.Assessment Ordinance: \$1,151,000.00
Resolution No. 11-117

ORDINANCE NO. 49-626

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (**Building Facade Improvement 301 N. St. Francis**)

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 49-009 of the City of Wichita, Kansas (the “City”), adopted on May 17, 2011 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the **Building Facade Improvement 301 N. St. Francis** (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

SECTION 2. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on December 13, 2013.

APPROVED by the Mayor on December 10, 2013.

CITY OF WICHITA, KANSAS

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

Building Facade Improvement 301 North Saint Francis

| Property Subject to Assessment | Amount of Assessment |
|--|-----------------------------|
| Lots 44 and 46 on Fourth, now St. Francis Avenue, J. R. Mead's Addition, Sedgwick County, Kansas | \$1,146,500 |

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council Members
SUBJECT: Building Facade Improvements at 700 and 704 East Douglas (District VI)
INITIATED BY: Office of Urban Development
AGENDA: New Business

Recommendation: Approve the statement of cost and first reading of the ordinance.

Background: Since 2001, the City has provided a Façade Improvement Program. It is available to properties in defined areas, including the City's core area. On July 10, 2012, the City Council authorized maximum special assessments for the façade improvements at 700 and 704 East Douglas (Player Piano Building), by maximum assessment ordinance in an amount not to exceed \$395,000. Construction of the façade improvements is now complete. It is now necessary to approve the statement of costs and amend the assessment ordinance to reflect the final assessment amount prior to bonding.

Analysis: For purposes of establishing the final assessment amount, an ordinance has been prepared reflecting the final costs upon completion of the façade project. Final costs of the project include construction costs including architectural/engineering fees, City administrative charges, interim financing costs, estimated costs of issuance related to permanent financing, and a one-year debt service reserve based upon permanent financing assumptions. Upon adoption of the ordinance by the governing body, the ordinance will be published and a notice of the final assessment amount will be mailed to the affected property owner.

State statutes provide the City Council authority to use special assessment funding for the projects. Pursuant to K.S.A. 12-6a01 *et seq.*, if the final cost of completed improvement is less than the maximum amount of the assessment as set forth in the Original Maximum Assessment Ordinance, it is necessary to reduce the assessment to an amount equal to the final cost of the improvements.

Financial Considerations: The final assessment amount to be paid by special assessments totals \$387,900. Taxable General Obligation Special Assessment Bonds will be issued in February 2014, paid as to principal and interest over a 15 year term, with special assessments levied against the improved property and will be backed by the full faith and credit of the City of Wichita.

Legal Considerations: The authorizing ordinance adjusting the special assessment to reflect the final costs of the project was prepared by Bond Counsel and has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the final statement of cost and place the ordinance on first reading.

Attachments: Statement of Cost
Ordinance

ORDINANCE NO. 49-627

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (**Building Facade Improvement 702 and 704 E. Douglas**)

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 49-300 of the City of Wichita, Kansas (the “City”), adopted on July 10, 2012 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the **Building Facade Improvement 702 and 704 E. Douglas** (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

SECTION 2. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on December 13, 2013.

APPROVED by the Mayor on December 10, 2013.

CITY OF WICHITA, KANSAS

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

Player Piano Facade Improvement District

| Property Subject to Assessment | Amount of Assessment |
|--|-----------------------------|
| Lots 2-4 & Lot 6 Except East 2 feet Douglas Ave, in East Wichita Addition of Wichita, Sedgwick County, Kansas. Pin #00118912 Geo Code #B-00354 | \$387,900 |

Approved /Accepted by City Council

Wichita, Kansas
November 20, 2013

This _____

City Clerk
Wichita, Kansas

OCA# 766039
Project# 491040

Dear City Clerk:

Following is the cost of constructing:

 Façade Improvements at 700 E. Douglas (Player Piano)

| | |
|-----------------------------|---------------------|
| Lump Sum Contract Amount | \$333,620.00 |
| Change Orders | \$0.00 |
| Recording Façade Documents | \$0.00 |
| Project Administration | \$6,672.40 |
| Publication | \$0.00 |
| Abstract | \$20.00 |
| Construction Cost | <u>\$340,312.40</u> |
| Idle Fund Interest | \$2,722.64 |
| Temporary Finance Cost | \$558.96 |
| Finance Administration | \$6,806.00 |
| 1 Year Debt Service reserve | <u>\$37,500.00</u> |
| TOTAL COST | \$387,900.00 |

Respectfully Submitted,

Allen Bell, Urban Development Director

Property: \$387,900.00
City: \$0.00

Spring 2014

Max.Assessment Ordinance: \$395,000.00
Resolution No. 12-144

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council Members
SUBJECT: Building Facade Improvements at 104 S. Broadway (District I)
INITIATED BY: Office of Urban Development
AGENDA: New Business

Recommendation: Approve the statement of cost and first reading of the ordinances.

Background: Since 2001, the City has provided a Façade Improvement Program. It is available to properties in defined areas, including the City's core area. On September 27, 2011, the City Council authorized maximum special assessments for façade improvements at 104 South Broadway (Ambassador Hotel) as part of a larger project. The project was divided into three phases, which required three maximum assessment ordinances in an aggregate amount not to exceed \$2,045,000. Construction of the façade improvements is now complete. It is now necessary to approve the statement of costs and amend the assessment ordinance to reflect the final assessment amount prior to bonding.

Analysis: For purposes of establishing the final assessment amount, three ordinances have been prepared reflecting the final costs, which include construction costs (including architectural/engineering fees), City administrative charges, interim financing costs, estimated costs of issuance related to permanent financing, and a one-year debt service reserve based upon permanent financing assumptions. Upon adoption of the ordinances by the governing body, the ordinances will be published and notices of the final assessment amount will be mailed to the affected property owner.

State statutes provide the City Council authority to use special assessment funding for the projects. Pursuant to K.S.A. 12-6a01 *et seq.*, if the final cost of completed improvement is less than the maximum amount of the assessment as set forth in the Original Maximum Assessment Ordinances, it is necessary to reduce the assessment to an amount equal to the final cost of the improvements.

Financial Considerations: The final aggregate assessment amount to be paid by special assessments totals \$1,916,800. Taxable General Obligation Special Assessment Bonds will be issued in February 2014, paid as to principal and interest over a 15 year term, with special assessments levied against the improved property and will be backed by the full faith and credit of the City of Wichita.

Legal Considerations: The authorizing ordinances adjusting the special assessment to reflect the final costs of the project was prepared by Bond Counsel and has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the amended statements of cost and place the ordinances on first reading.

Attachments: Statement of Costs
Ordinances

ORDINANCE NO. 49-623

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (**Building Facade Improvement 104 S. Broadway**)

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 49-081 of the City of Wichita, Kansas (the “City”), adopted on September 27, 2011 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the **Phase 1 Building Facade Improvement 104 S. Broadway** (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

SECTION 2. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on December 13, 2013.

APPROVED by the Mayor on December 10, 2013, 2013.

CITY OF WICHITA, KANSAS

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

Phase 1 Building Facade Improvement 104 S. Broadway

| Property Subject to Assessment | Amount of Assessment |
|---|-----------------------------|
| LOTS 1, 3 and 5 ON DOUGLAS AVENUE N.A. ENGLISH'S ADDITION, , CITY OF WICHITA Sedgwick County, Kansas PIN #00123242 | \$646,200 |

ORDINANCE NO. 49-624

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (**Building Facade Improvement 104 S. Broadway**)

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 49-082 of the City of Wichita, Kansas (the “City”), adopted on September 27, 2011 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the **Phase 2 Building Facade Improvement 104 S. Broadway** (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

SECTION 2. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on December 13, 2013.

APPROVED by the Mayor on December 10, 2013.

CITY OF WICHITA, KANSAS

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

Phase 2 Building Facade Improvement 104 S. Broadway

| Property Subject to Assessment | Amount of Assessment |
|---|-----------------------------|
| LOTS 1, 3 and 5 ON DOUGLAS AVENUE N.A. ENGLISH'S ADDITION, CITY OF WICHITA, SEDGWICK COUNTY KANSAS PIN #00123242 | \$656,400 |

ORDINANCE NO. 49-625

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (**Building Facade Improvement 104 S. Broadway**)

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 49-083 of the City of Wichita, Kansas (the “City”), adopted on September 27, 2011 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the **Phase 3 Building Facade Improvement 104 S. Broadway** (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

SECTION 2. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on December 13, 2013, 2013.

APPROVED by the Mayor on December 10, 2013.

CITY OF WICHITA, KANSAS

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

Phase 3 Building Facade Improvement 104 S. Broadway

| Property Subject to Assessment | Amount of Assessment |
|---|-----------------------------|
| LOTS 1, 3 and 5 ON DOUGLAS AVENUE N.A. ENGLISH'S ADDITION, CITY OF WICHITA, SEDGWICK COUNTY KANSAS PIN #00123242 | \$614,200 |

Approved /Accepted by City Council

Wichita, Kansas
November 20, 2013

This _____

City Clerk
Wichita, Kansas

OCA# 766036
Project# 491037

Dear City Clerk:

Following is the cost of constructing:

 Façade Improvements at 104 S. Broadway (Douglas Place #1)

| | |
|-----------------------------|---------------------|
| Lump Sum Contract Amount | \$556,981.51 |
| Change Orders | \$0.00 |
| Recording Façade Documents | \$0.00 |
| Project Administration | \$11,139.63 |
| Publication | \$0.00 |
| Abstract | \$20.00 |
| Construction Cost | <u>\$568,141.14</u> |
| Idle Fund Interest | \$4,466.61 |
| Temporary Finance Cost | \$795.92 |
| Finance Administration | \$11,363.00 |
| 1 Year Debt Service reserve | <u>\$61,433.33</u> |
| TOTAL COST | \$646,200.00 |

Respectfully Submitted,

Allen Bell, Urban Development Director

Property: \$646,200.00
City: \$0.00

Spring 2014

Petition/Resolution Amount: \$681,667.00

Approved /Accepted by City Council

Wichita, Kansas
November 20, 2013

This _____

City Clerk
Wichita, Kansas

OCA# 766041
Project# 491041

Dear City Clerk:

Following is the cost of constructing:

 Façade Improvements at 104 S. Broadway (Douglas Place #2)

| | |
|-----------------------------|---------------------|
| Lump Sum Contract Amount | \$566,595.74 |
| Change Orders | \$0.00 |
| Recording Façade Documents | \$0.00 |
| Project Administration | \$11,331.91 |
| Publication | \$0.00 |
| Abstract | \$0.00 |
| Construction Cost | <u>\$577,927.65</u> |
| Idle Fund Interest | \$4,530.69 |
| Temporary Finance Cost | \$949.32 |
| Finance Administration | \$11,559.00 |
| 1 Year Debt Service reserve | <u>\$61,433.33</u> |
| TOTAL COST | \$656,400.00 |

Respectfully Submitted,

Allen Bell, Urban Development Director

Property: \$656,400.00
City: \$0.00

Spring 2014

Petition/Resolution Amount: \$681,667.00

Approved /Accepted by City Council

Wichita, Kansas

November 20, 2013

This _____

City Clerk
Wichita, Kansas

OCA# 766042
Project# 491042

Dear City Clerk:

Following is the cost of constructing:

 Façade Improvements at 104 S. Broadway (Douglas Place #3)

| | |
|----------------------------|--------------|
| Lump Sum Contract Amount | \$526,422.75 |
| Change Orders | \$0.00 |
| Recording Façade Documents | \$0.00 |
| Project Administration | \$10,528.46 |
| Publication | \$0.00 |
| Abstract | \$0.00 |

 Construction Cost \$536,951.21

 Idle Fund Interest \$4,194.34

 Temporary Finance Cost \$882.12

 Finance Administration \$10,739.00

 1 Year Debt Service reserve \$61,433.33

TOTAL COST \$614,200.00

Respectfully Submitted,

Allen Bell, Urban Development Director

Property: \$614,200.00
City: \$0.00

Spring 2014

Petition/Resolution Amount: \$681,666.00

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Improvements to Tyler Road from 29th to 37th Streets North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the design concept and revised budget, and place the amending ordinance on first reading.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes a project for paving improvements to Tyler Road between 29th and 37th Streets North. On November 4, 2013, the District V Advisory Board sponsored a neighborhood hearing on the proposed improvements. The Board voted unanimously to approve the project.

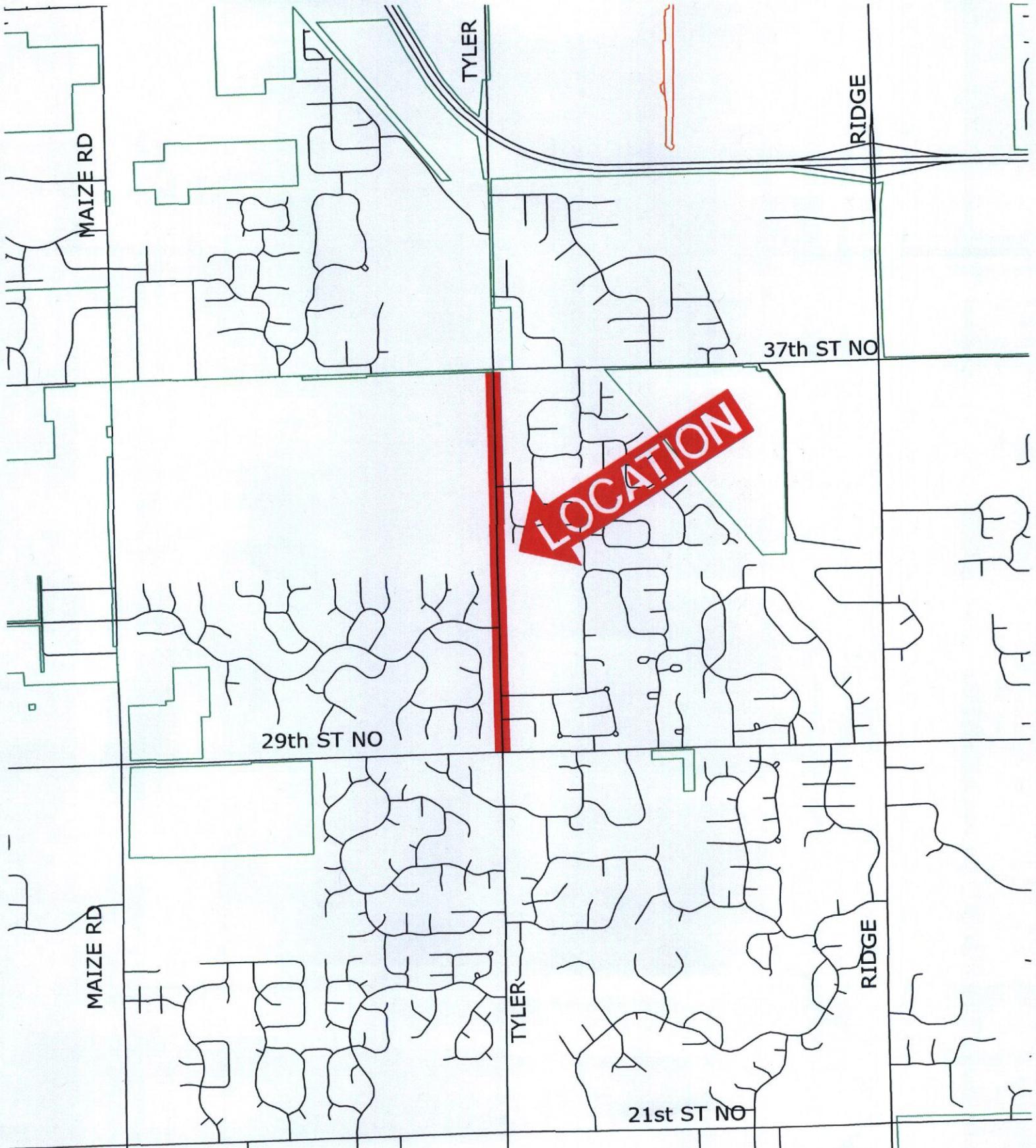
Analysis: Tyler Road is currently a two-lane asphalt roadway with unpaved shoulders and ditches for drainage. The proposed improvements consist of widening to a three-lane roadway with right turn lanes at all major entrances, drainage improvements, and the construction of sidewalk along both sides of Tyler. One lane of traffic will be carried northbound only for the duration of the project. Construction is planned to begin spring 2015 and be completed in late 2015.

Financial Considerations: The existing approved budget is \$162,000, funded by General Obligation (GO) bonds. The current CIP includes \$250,000 in GO bond funding in 2013 for right-of-way acquisition, utility relocation, supplemental design costs, future construction costs, and Engineering staff and administration costs for this project. The total revised budget and ordinance amount is \$412,000. Additional GO bond funding is available in the CIP for construction and will be initiated at a later date.

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

Recommendation/Actions: It is recommended that the City Council approve the design concept, place the amending ordinance on first reading, and authorize the necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

Attachments: Map, budget sheet, and amending ordinance.



Project Request

CIP Non-CIP CIP YEAR: 2013 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-84700

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Dec 3, 2013 REQUEST DATE: _____

PROJECT #: 208456 PROJECT TITLE: Tyler, 29th to 37th Streets North

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Tyler, 29th to 37th Streets North

OCA #: 706991 OCA TITLE: Tyler, 29th to 37th Streets North

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

PROJECT MANAGER: Gary Janzen PHONE #: 268-4450

NEW BUDGET REVISED BUDGET

| Revenue Object Level 3 | Original Budget | Adjustment | New Budget |
|------------------------|-----------------|--------------|--------------|
| 9720 G.O. Bonds | \$162,000.00 | \$250,000.00 | \$412,000.00 |
| _____ | \$0.00 | \$0.00 | \$0.00 |
| _____ | \$0.00 | \$0.00 | \$0.00 |
| _____ | \$0.00 | \$0.00 | \$0.00 |
| | \$162,000.00 | \$250,000.00 | \$412,000.00 |

| Expense Object Level 3 | Original Budget | Adjustment | New Budget |
|------------------------|-----------------|--------------|--------------|
| 2999 Contractuals | \$162,000.00 | \$250,000.00 | \$412,000.00 |
| _____ | \$0.00 | \$0.00 | \$0.00 |
| _____ | \$0.00 | \$0.00 | \$0.00 |
| _____ | \$0.00 | \$0.00 | \$0.00 |
| Total Expense: | \$162,000.00 | \$250,000.00 | \$412,000.00 |

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: 

DATE: 11/13/13

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

132019

First Published in the Wichita Eagle on December 13, 2013

ORDINANCE NO. 49-618

AN ORDINANCE AMENDING ORDINANCE NO. 47-975 DECLARING TYLER, BETWEEN 29TH ST. NORTH AND 37TH ST. NORTH (472-84700) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 2 of Ordinance No. 47-975 is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Tyler, between 29th St. North and 37th St. North (472-84700)** as a main trafficway in the following particulars:

The design and acquisition of right-of-way as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. 47-975 is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvement is estimated to be **Four Hundred Twelve Thousand Dollars (\$412,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. 47-975 is hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 10th day of December, 2013.

CARL BREWER, MAYOR

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

CITY OF WICHITA
City Council Meeting
December 3, 2013

TO: Mayor and City Council Members

SUBJECT: Ordinance amendments relating to Community Events, Sections 3.11.155 of the Code of the City of Wichita

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: Last year staff was presented with a community event request for a unique event for a running event to celebrate the New Year with a 5 K run beginning at midnight. The event promoters did not apply for a permit due to limitations in the city's ordinances which prohibit community events between the hours of ~~11:00 a.m.~~ **11:-00 p.m.** and 8:00 a.m. Monday through Thursday and midnight and 8:00 a.m. on Saturday or Sunday. The promoters have again requested approval for the event. Other than the time of the proposed event, the event would be otherwise approved. Staff believe that a one time yearly exception for these types of events should be authorized to promote quality of life.

Analysis: The proposed amendment would allow fun runs or similar type events to occur after midnight or prior to 8:00 a.m. on New Years Eve and/or New Years Day to accommodate special running events, subject to the appropriate staff review process.

Financial Considerations: None

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

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

Attachment: Delineated and clean copies of the proposed ordinance.

ORDINANCE NO. 49-628

AN ORDINANCE AMENDING SECTION 3.11.155 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE HOURS OF OPERATION FOR COMMUNITY EVENTS.

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

SECTION 1. Section 3.11.155 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“Outdoor entertainment for events licensed, pursuant to this Chapter, shall cease between the hours of 11:00 p.m. to 8:00 a.m. Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday. The provisions of this section shall not apply to fun runs, roadway foot races, fundraising walks, bikeathons, bike races or similar type events scheduled between 8:00 a.m. on December 31st through 12:00 midnight on January 1st of any year, subject to appropriate staff review.”

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 10th day of December, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

Delineated

11/27/13

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.11.155 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE HOURS OF OPERATION FOR COMMUNITY EVENTS.

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

SECTION 1. Section 3.11.155 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“Outdoor entertainment for events licensed, pursuant to this Chapter, shall cease between the hours of 11:00 p.m. to 8:00 a.m. Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday. The provisions of this section shall not apply to fun runs, roadway foot races, fundraising walks, bikeathons, bike races or similar type events scheduled between 8:00 a.m. on December 31st through 12:00 midnight on January 1st of any year, subject to appropriate staff review.”

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: CUP2013-33 – Amendment to the 127th Retail Center Community Unit Plan (“CUP”), DP-247, to create Parcel 7 and to allow self-storage warehouse use in Parcel 7; generally located south of Central Avenue and west of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

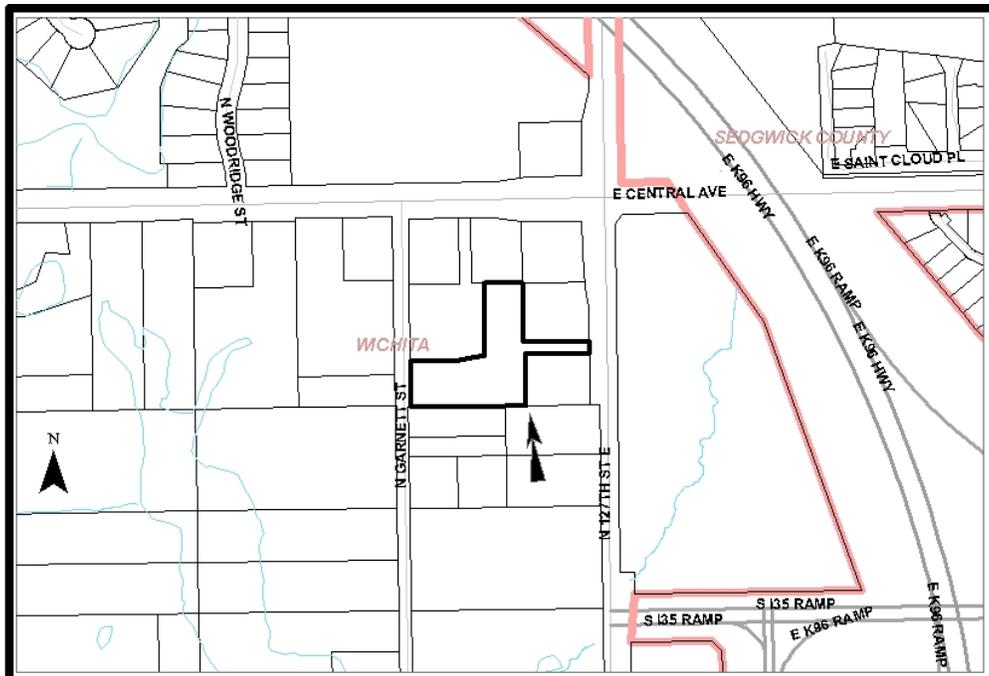
AGENDA: Planning (Non-Consent)

MAPC Recommendation: Approve per staff recommendation (10-0).

DAB II Recommendation: Approve per staff recommendation (5-1).

MAPD Staff Recommendation: Approve with conditions:

- (1) General Provision #19 shall be amended to add: “Parcel 7 shall permit self-storage warehouse in conformance with the approved site plan and elevation drawings and in conformance with the UZC Sec.III.D.6.y. with the exception that overhead doors may be within 35 feet of the south property line and resident management is not required.”
- (2) The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days of approval or the request shall be considered denied and closed.
- (3) If the Zoning Administrator finds that there is a violation of any of the conditions of the CUP amendment, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare the CUP amendment null and void.



Background: The LC Limited Commercial zoned site is located within DP-247, the 127th Retail Center Community Unit Plan (CUP) located at the southwest corner of East Central and North 127th Street East. The applicant requests an amendment to DP-247 to create Parcel 7 and to allow self-storage warehouse use in Parcel 7. A new CUP parcel can be created as a CUP administrative adjustment approved by staff. The Unified Zoning Code (UZC) requires conditional use approval for self-storage warehousing in LC zoning. Since the application area is within a CUP which does not specifically permit self-storage warehousing, a CUP amendment can be done in lieu of the conditional use for the self-storage warehousing use.

The UZC supplementary use requirements for self-storage warehousing in LC zoning are: the use must be on an arterial street with arterial street access; building setbacks must be 35 feet from arterials and 20 feet from other streets; a 15-foot landscape street yard is required when adjacent to residential zoning; planning staff architectural review is required to ensure that storage buildings are compatible with surrounding development; storage doorways shall be setback 40 feet from residential zoning; parking is required at a rate of one space per 8,000 square feet plus one space per employee; all parking, driveways and drives shall be paved; lighting shall be shielded away from surrounding properties; all storage shall be within enclosed buildings; no activities such as garage sales shall be conducted; no vehicle or equipment service or repair shall be conducted on the premises; signs are limited to one per arterial street frontage and shall not exceed 20 feet in height or 50 square feet in surface area; the area shall be policed by the operator/owner to remove trash and debris; the facility shall not be used as a transfer and storage business where the use of vehicles is part of such business; a resident manager shall be on site to ensure conformance with conditions of approval; maximum building coverage is 45 percent and no individual or business shall lease more than 3,000 square feet of storage.

The existing DP-247 established 35-foot building setbacks, landscaping, signage, lighting, mechanical and trash screening, perimeter wall screening, architectural requirements and other standards. The applicant's site plan demonstrates that overhead doors will be within 35 feet of the south property line abutting residential zoning, exceeding the UZC 40-foot limit. The neighboring house is on a one-acre lot and sits approximately 35 feet south of the adjoining property line; this separation, along with the CUP required masonry wall and landscape buffer should mitigate any impact from the overhead doors on the residence. Much of DP-247 is undeveloped; one strip retail building and one bank exist within the CUP north and east of the application area. North of the CUP, across Central, is undeveloped LC property and a convenience store. South of the site is an SF-5 Single-family Residential zoned area with homes on one to five-acre parcels. A single family home immediately south of the site sits approximately 35 feet from the south property line. East of the site is vacant LC property within DP-247; further east is vacant LC property east of 127th Street East. West of the site, across Garnett, is an SF-5 zoned residence. Northwest of the site, across Garnett, is an LC zoned self-storage warehouse development approved by the MAPC and City Council in 2006, case CON2006-12.

Analysis: The request was considered at the November 4, 2013, DAB II meeting. Two citizens spoke against the request at the DAB meeting with concerns regarding design and a preferred retail use of the site. The DAB voted 5-0 to recommend approval subject to staff recommended conditions.

At the MAPC meeting held October 24, 2013, the MAPC voted (10-0) to approve the request subject to staff recommended conditions. One citizen spoke against the request at the MAPC meeting. Following the MAPC hearing, three valid protests were filed against the request. The protesting properties comprise 29.49 percent of the protest area, requiring a three-fourths majority vote of the City Council to approve the request.

Financial Considerations: There are no financial considerations associated with the amendment request.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the request subject to the recommended conditions of approval (three-fourths majority vote required because of protests); deny the request (two-thirds majority vote required), or; return the application to the MAPC for reconsideration (simple majority vote required).

Attachments:

- MAPC minutes
- DAB memo
- Protest map
- Application site plan
- Letter of opposition from Dennis Fairbanks

**EXCERPT MINUTES OF THE OCTOBER 24, 2013 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: CUP2013-00033 - Quad J. Holdings, LLC (owner); Baughman Company, PA, c/o Russ Ewy (agent) request a City CUP Amendment to DP-247 to create Parcel 7, and to allow self storage warehouse use in Parcel 7 on property described as:

Lot 1, 127th Retail Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part described as follows: Beginning at the most Westerly corner common to said Lot 1 and Lot 2 in said 127th Retail Addition; thence N 89°02'54" E along the South line of said Lot 2, 160.00 feet to the Southeast corner of said Lot 2; thence N 00°48'53" W along the East line of said Lot 2, 210.00 feet to the Northeast corner of said Lot 2; thence N 89°02'54" E along the North line of said Lot 1, 40.00 feet to the Northwest corner of Lot 3 in said 127th Retail Addition; thence S 00°48'53" E along the West line of said Lot 3, 210.00 feet to the Southwest corner of said Lot 3; thence N 89°02'54" E along the South line of said Lot 3, 40.00 feet; thence S 00°48'53" E parallel with the West line of said Lot 1, 232.93 feet; thence S 79°11'07" W, 85.29 feet; thence S 89°11'07" W perpendicular to the West line of said Lot 1, 156.01 feet to a point on the West line of said Lot 1; thence N00°48'53" W along the West line of said Lot 1, 247.17 feet to the point of beginning.

BACKGROUND: The LC Limited Commercial zoned site is located within DP-247, the 127th Retail Center Community Unit Plan (CUP) at the southwest corner of East Central and North 127th Street East. The applicant requests an amendment to DP-247 to create Parcel 7 and to allow self-storage warehouse use in Parcel 7. A new CUP parcel can be created as a CUP administrative adjustment approved by staff. The Unified Zoning Code (UZC) requires conditional use approval for self-storage warehousing in LC zoning. Because the application area is within a CUP which does not specifically permit self-storage warehousing, a CUP amendment can be done in lieu of the conditional use for the self-storage warehousing use.

The UZC supplementary use requirements for self-storage warehousing in LC zoning are: The use must be on an arterial street with arterial street access; building setbacks must be 35 feet from arterials and 20 feet from other streets; a 15-foot landscape street yard is required when adjacent to residential zoning; planning staff architectural review is required to ensure that storage buildings are compatible with surrounding development; storage doorways shall be setback 40 feet from residential zoning; parking is required at a rate of one space per 8,000 square feet plus one space per employee; all parking, driveways and drives shall be paved; lighting shall be shielded away from surrounding properties; all storage shall be within enclosed buildings; no activities such as garage sales shall be conducted; no vehicle or equipment service or repair shall be conducted on the premises; signs are limited to one per arterial street frontage and shall not exceed 20 feet in height or 50 square feet in surface area; the area shall be policed by the operator/owner to remove trash and debris; the facility shall not be used as a transfer and storage business where the use of vehicles is part of such business; a resident manager shall be on site to ensure conformance with conditions of approval; maximum building coverage is 45 percent and no individual or business shall lease more than 3,000 square feet of storage.

The existing DP-247 established 35-foot building setbacks, landscaping, signage, lighting, mechanical and trash screening, perimeter wall screening, architectural requirements and other standards. The applicant's site plan demonstrates that overhead doors will be within 35 feet of the south property line abutting residential zoning, exceeding the UZC 40-foot limit. The

neighboring house is on a one-acre lot and sits approximately 35 feet south of the adjoining property line; this separation, along with the CUP required masonry wall and landscape buffer should mitigate any impact from the overhead doors on the residence. Much of DP-247 is undeveloped; one strip retail building and one bank exist within the CUP north and east of the application area. North of the CUP, across Central, is undeveloped LC property and a convenience store. South of the site is an SF-5 Single-family Residential zoned area with homes on one to five-acre parcels. A single family home immediately south of the site sits approximately 35 feet from the south property line. East of the site is vacant LC property within DP-247; further east is vacant LC property east of 127th Street East. West of the site, across Garnett, is an SF-5 zoned residence. Northwest of the site, across Garnett, is an LC zoned self-storage warehouse development approved by the MAPC and City Council in 2006, case CON2006-12.

CASE HISTORY: The 127th Retail Addition was platted in 2000. Zoning and the 127th Retail CUP were approved in 1999.

ADJACENT ZONING AND LAND USE:

| | | |
|--------|----------|---|
| NORTH: | LC | Strip retail commercial, vacant |
| SOUTH: | SF-5 | Single-family residential |
| EAST: | LC | Vacant |
| WEST: | SF-5, LC | Single-family residential, self-storage warehouse |

PUBLIC SERVICES: One access point is permitted to Garnett from the northwest corner of site. The CUP has access points onto Garnett, two points onto Central and two points onto 127th Street East. The CUP requires internal cross-lot access. All typical urban services are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “local commercial.” The local commercial designation is intended for commercial, office and personal service uses that do not have a significant regional market draw. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request for an amendment to DP-247 to create Parcel 7 and to allow self-storage warehouse use in Parcel 7 be **APPROVED**, with the following conditions:

- (1) General Provision #19 shall be amended to add: “Parcel 7 shall permit self-storage warehouse in conformance with the approved site plan and elevation drawings and in conformance with the UZC Sec.III.D.6.y. with the exception that overhead doors may be within 35 feet of the south property line.”
- (2) The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days of approval or the request shall be considered denied and closed.
- (3) If the Zoning Administrator finds that there is a violation of any of the conditions of the CUP amendment, the Zoning Administrator, in addition to enforcing the other

remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare the CUP amendment null and void.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** Much of DP-247 is undeveloped; one strip retail building and one bank exist within the CUP north and east of the application area. North of the CUP, across Central, is undeveloped LC property and a convenience store. South of the site is an SF-5 zoned area with homes on one to five-acre parcels. A single family home immediately south of the site sits approximately 35 feet from the south property line. East of the site is vacant LC property within DP-247; further east is vacant LC property east of 127th Street East. West of the site, across Garnett, is an SF-5 zoned residence. Northwest of the site, across Garnett, is an LC zoned self-storage warehouse development approved by the MAPC and City Council in 2006, case CON2006-12.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned LC with DP-247 use restrictions, which accommodates a wide range of commercial uses. The site could be developed with other uses permitted by right in LC zoning and permitted by the existing CUP. However, the site has remained undeveloped since platting in 2000.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proposed amendment to allow self-storage warehouse could impact nearby residences, CUP improvements and requirements should mitigate this impact. An existing self-storage warehouse project located west of the site appears to be compatible with the surrounding neighborhood. Planning staff is not aware of complaints or issues with the existing self-storage development nearby.
- (4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “local commercial.” The local commercial designation is intended for commercial, office and personal service uses that do not have a significant regional market draw. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.
- (5) **Impact of the proposed development on community facilities:** **The requested CUP amendment should have minimal impact on community facilities. Self-storage warehousing has a lower traffic impact than most typical LC retail uses.**

JESS MCNEELY, Planning Staff presented the Staff Report.

FOSTER mentioned the trees on the south side of the application area and it is difficult to tell who owns what and there is a chance a bunch of the trees will be removed. He asked if the neighbor was involved and how does staff insure that landscaping requirements are met.

MCNEELY said there was nothing to prohibit the applicant from moving the wall farther north if they wanted to preserve landscaping. He said that would be a good question for the applicant to respond to.

G. SHERMAN asked if the CUP had the typical 6-8 foot wall requirement and if the Commission could modify that.

MCNEELY said he would have to check the CUP document. He said he didn't remember any special language out of what is normally included in a CUP. He said 6-8 foot walls would be consistent with the UZC.

RUSS EWY, BAUGHMAN COMPANY, AGENT FOR APPLICANT referenced Supplemental Use Regulation number 19 regarding an on-site residential manager as part of the development. He said large scale self-storage units typically have a residential dwelling that houses a residential on-site manager. He referred to the site plan of the CUP and mentioned that he would show different issues that made this facility unique from other larger self-storage developments. He said the property will house a maximum of 22,000 square feet of building coverage. He said the property is encumbered by a series of utility easements and pre-existing conditions from the strip center development and asphalt roadways. He said the site plan depicts 22 units of 1,000 square feet each for a maximum of 22,000 square feet. He said the development across Garnett, who they represented as well, has upwards of 400 different rental spaces. He said they see the necessity of an on-site manager to oversee 400 rental clients; however, in this situation a person could purchase one of the 22 units and be part of an association like a condominium association that maintains the security and appearance of the overall development. He said this development is made up of much larger units with fewer clients so the requirement for an on-site manager does not fit this particular application. He said in addition to the request to reduce the 40 foot setback requirement to 35 feet, they also request consideration to waive the on-site residential manager requirement. He mentioned the LC usage was established in 2007 and they are requesting altering the uses. He said that previous request received protest and he understands there will also be a protest on this request. He said they believe this is an appropriate land use at this particular location.

FOSTER asked about the anticipated landscape width on the south side of the application area.

EWY said he believed it was 10 feet. He said from the property line there is a width of about 5 feet and then there is a 15-foot utility easement. He said they anticipate the wall will be built along the north face of the south 5 feet. He said typically a 5-foot wall easement is platted; however, they don't have it platted nor would they be required to do that in this circumstance. He said where the wall is located is going to dictate how much buffer there is. He said during site development they are going to be required to issue several items to the Planning and Building and Construction Departments including site elevation, engineered site plan and landscape plan. He said if the Commission would like to provide the applicant some flexibility as far as maintaining the landscape versus where the wall is located, maybe staff could determine what would be an appropriate accommodation of the landscaping and where the wall is located.

FOSTER asked what was the minimum drive width on the south side of the development.

EWY said 30 feet around the perimeter. He said the UZC allows it to be much closer to Garnett. He said most of the concepts use the backs of buildings as the screening wall itself. He said

where Security Self-Storage is within 20-30 feet of residential zoning, this development will be in the 65-75-foot range. He said they would like to maintain a 30-foot halo. He said if they have to maintain a certain distance plus landscaping, it may take the 22,000 square foot building down to 20,000 square feet. He said the building is compressed north to south and the Concept A Site Plan is what the maximum building development could be.

FOSTER said if they take 35 feet on the north and make it 30 feet, they could gain 5 feet on the south for landscape development.

EWY commented that the setback on the south is 35 feet. He said the width of the driveway on the north side is 30 feet.

FOSTER mentioned the letter of opposition and said he would like the agent to address those concerns during rebuttal.

G. SHERMAN referenced one of the concerns in the letter that the architecture be compatible with the surrounding development.

EWY said he can definitely address that concern.

DENNIS FAIRBANKS, 1540 N. HARLAN said he was present to speak in opposition to the amendment to DP-247. He said the application does not comply with the UZC for warehouse, self-service storage and added that the Staff Report states that the amendment must be in conformance with the UZC, Section III, D.6.y. He referred to a handout he provided and reviewed the Section stating that no plan has been submitted to the Planning Director for review and recommendation; that a residential manager shall be required on site and this has also not been provided; that there was a question as to whether the use is contiguous to an arterial street which is required; and there is no assurance in the proposal to guarantee a compatible development with the surrounding residential areas.

FAIRBANKS stated that the request should be denied because the applicant has not provided the prerequisite information for the application. He said at the very least the Planning Commission should require that the development comply with the following: the structures should be primarily brick with pitched roofs; an architectural design should be submitted to the Planning Director and the Planning Commission; the site plan should be revised to show the resident manager's office; any side of the building providing doorways to storage areas should be set back from the residential property line to the south at least 40 feet; and general provision #19 should be amended to add: "Parcel 7 shall permit warehouse, self-storage serviced storage in conformance with an approved site plan, architectural design and comply with all elements of the UZC Section III, D.6.y."

EWY commented that the architecture, site plans and setbacks are covered within the CUP as far as architectural controls and standards that the development be compatible with the existing CUP itself. He mentioned the additional requirements of the Supplementary Use Regulations referred to in the Staff Report and rebuttal letter. He said once the development gets under way architectural plans will be reviewed by the Planning Department as part of the administrative approval process along with screening and landscaping so they believe they have those items accounted for. He mentioned that he has addressed the applicant's desire to not have a residential manager on-site and the reasons for that request. He said there will be a number of

owners owning portions of the warehouse area with their own key codes to enter the secured facility, so there will be no need for an on-site manager. He mentioned that the development is contiguous with 127th Street.

MOTION: To give the agent 2 more minutes.

B. JOHNSON moved, **G. SHERMAN** seconded the motion, and it carried (10-0).

EWY commented that the development has direct access to 127th Street through the cross lot access agreement that binds all of the developments within the CUP. He said they will also have access to Central and Garnett indirectly through shared drives. He mentioned that what is currently near the site is Security Self-Storage's model development that they have across the country. He said it has been a joy to work with them on a number of projects. He commented that this development is far enough from residential properties that they believe they can consider some alternatives to brick and pitched roofs.

MCKAY asked if these units were for the storage of motor homes and asked how tall they were.

EWY said the units will be used to store cars, boats, recreational vehicles and maybe some vintage cars. He said these units will be 1,000 square feet each, whereas the units at Security Self-Storage were approximately as big as a walk-in closet. He said the height limit of the CUP is 35 feet and they will be well within that.

G. SHERMAN asked if the warehouse owner owns the drive. He also clarified that there will be no vehicle equipment service or repair at the location.

EWY briefly traced the ownership of the drive which will tie into the existing drive out to 127th Street. He said the applicant owns contiguous property out to an arterial, which will not be the only access to an arterial street. He clarified that there will be no vehicle equipment service or repair at the location as stated in the conditions of the Staff Report. He clarified that the concept for this property is exactly the same as the Execustore Development on the east side of Webb Road, north of Central. He said this is not office warehouse and it is not contractor sales or storage. He said this is not a typical self-storage warehouse, it is somewhere in between. He said this is a small scale development compared to the retail that can be located at the site.

FOSTER asked if the self storage industry had any policies as to when they would install an on-site manager. He asked does the type of storage or size trigger anything.

EWY said he didn't have an answer for that. He said the hallmarks for the self-storage industry are that the units have to be dry and secured. He said no one will rent a space if their property is going to get wet or if there is the likelihood that someone will burglarize their property. He said this facility will have a card key self-secured entry.

G. SHERMAN clarified that it was within the Planning Commission's purview to reduce the setback from 40 feet to 35 feet and also waive the on-site manager requirement.

MCNEELY responded yes.

MOTION: To approve subject to staff recommendation.

WARREN moved, **G. SHERMAN** seconded the motion.

FOSTER referenced the letter of opposition which he said brought up some good points. He commented that it appeared the architecture was covered in the CUP. He asked staff if the Commission should make the other requirements conditions of submittal or will that automatically happen.

MCNEELY said any development within the CUP requires architectural review and submittal of elevations to Planning Staff. He said the CUP requires architectural review and redundantly this amendment requires conformance to the Supplemental Use Regulations for self-storage, warehouse which also requires architectural and elevation review.

J. JOHNSON asked if the owner would be allowed to build additional storage units to the north with this approval.

MCNEELY said no, this approval would be subject to this site plan. He said any significant alteration to the site plan would require another CUP amendment. He mentioned that the motion to approve the application did not include the applicant's request to waive the on-site manager.

MCKAY noted that the motion also did not include the requested setback reduction.

WARREN, with the permission of the second **G. SHERMAN**, amended the motion to include the reduction of the setback and the waiver of the requirement for an on-site manager.

The **AMENDED MOTION** carried (10-0).



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Neighborhood Assistant
SUBJECT: CUP2013-00033: Amendment to the 127th Retail Center Community Unit Plan, DP-247, to create Parcel 7 and to allow self-storage warehouse use in Parcel 7.
DATE: Nov. 6, 2013

On Monday, Nov. 4, 2013, the District II Advisory Board considered a request for an: Amendment to the 127th Retail Center Community Unit Plan, DP-247, to create Parcel 7 and to allow self-storage warehouse use in Parcel 7.

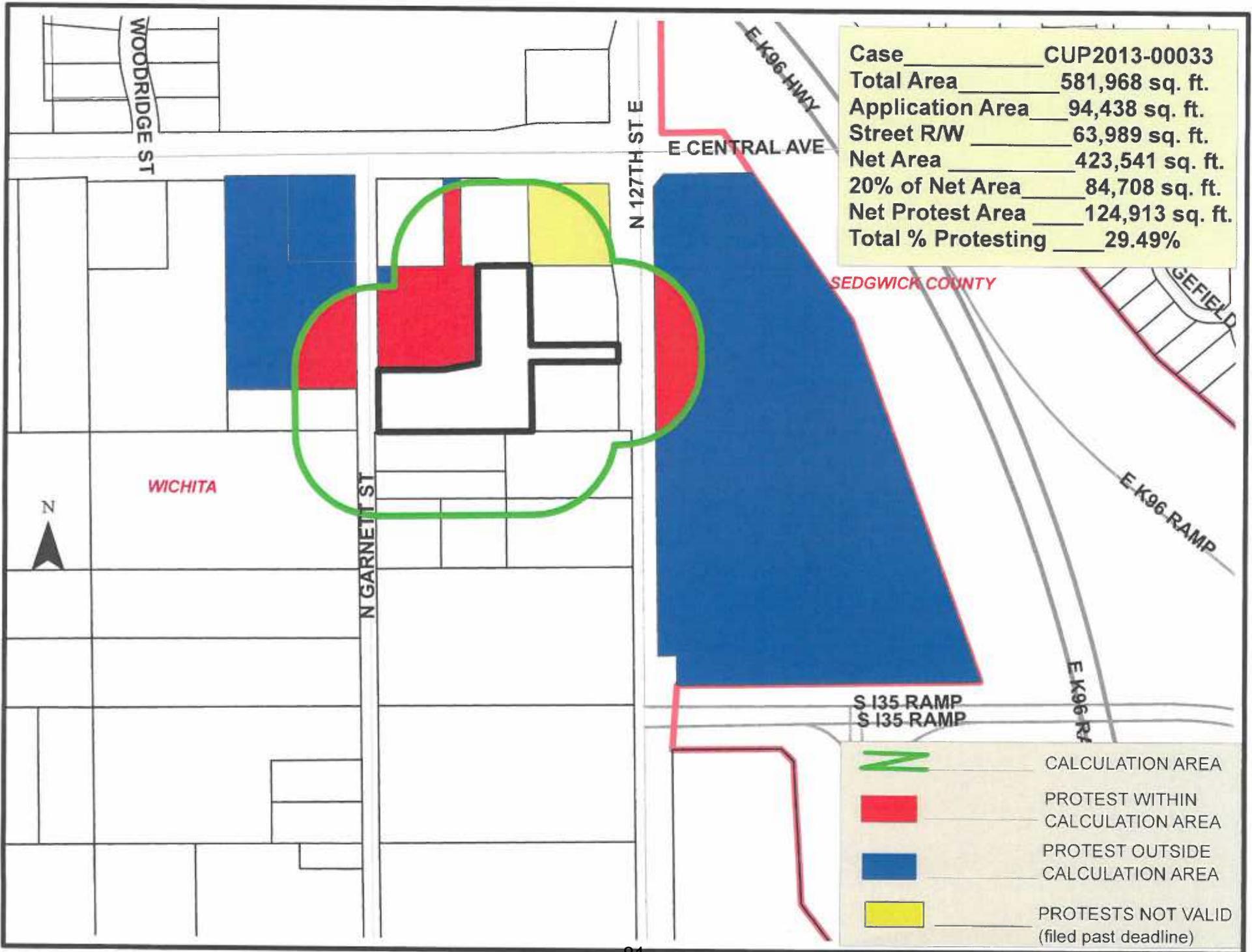
Bill Longnecker, MAPD, informed the DAB that the amendment had already been approved by MAPC.

Two citizens were present who voiced opposition to the amendment. Some of their concerns were:

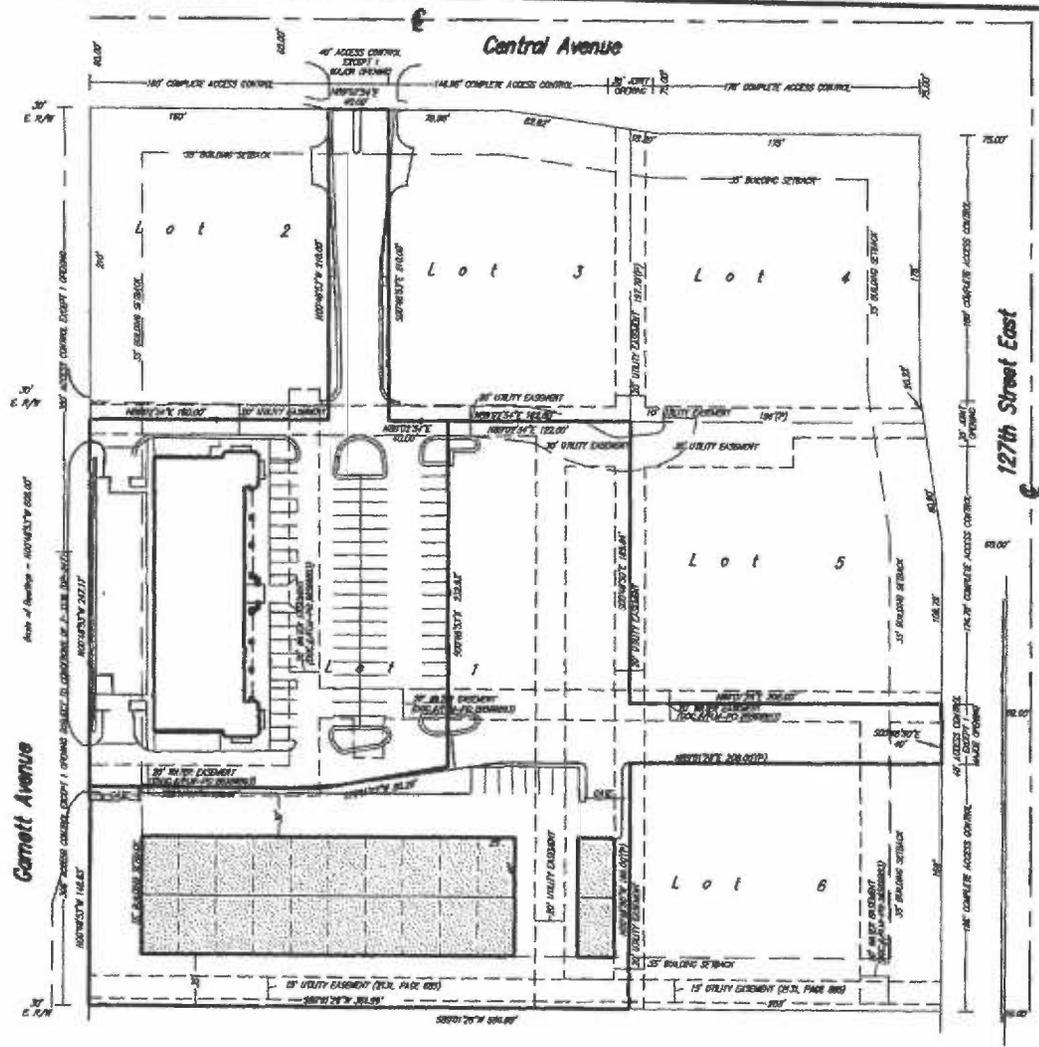
- The storage unit project doesn't really match what the property was designed for; it should be retail
- The CUP has minimal architectural controls; since no plan has been submitted as per the UZC, specific requirements should be put in place
- The approval should specifically limit the development to 22 units as presented at the MAPC by the applicant

The DAB members wanted clarification on why the MAPC waived the requirements for an onsite manager and allowing the overhead doors to be within 35 feet of the south property line, as opposed to 40 feet.

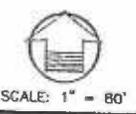
The DAB II members voted 5-1 to recommend approval of the request.



BUILDING INFORMATION:
 UNIT AREA: 1,000 s.f.
 TOTAL UNITS: 12
 TOTAL AREA: 22,000 s.f.



CONCEPT A
127th RETAIL CENTER



10-24-13 MARC

HANDOUT

ITEM #4

Presenter: Dennis Fairbanks.
Residence 1540 N Harlan, Wichita

Speaking in opposition to proposed amendment to CUP DP 247.

Application does not comply with the UZC for Warehouse, self-service storage.

- (1) Staff reports amendment must be in conformance with UZC Section III D.6.y.; ***“when the development is in close proximity to residential development, the architectural design shall be submitted to the Planning Director for review and a recommendation to the Planning Commission as to whether or not the architecture is compatible with the surround development.”***
- (2) No such plan has been submitted.
- (3) Code Section states ***“a resident manager shall be required on the site ...”***.
- (4) The site plan does not show this is provided by the applicant.
- (5) There is a question whether the ***“use”*** is contiguous to an arterial street, as required in the Code.
- (6) The drive is contiguous to the arterial but ***“use”*** is only contiguous to the residential property to the South.
- (7) Self storage units west of this proposed site required development with brick facades, pitched roofs, and to blend into the surrounding residential areas. There is no assurance in this proposal, since nothing has been submitted, to guarantee a compatible development.

Request should be denied as applicant has not provided requisite information for a self storage unit's application.

At the very least the Planning Commission should require proposed development should comply with the following:

- (8) The structures should be primarily brick with pitched roofs.
- (9) An architectural design should be submitted to the Planning Director and brought before the Planning Commission per requirements of UZC Section III D.6.y.
- (10) The site plan should be revised to show the resident manager's office
- (11) Any side of the building providing doorways to storage areas shall be set back from the residential property line to the south at least 40 feet in compliance with UZC.
- (12) General provision #19 shall be amended to add: “Parcel 7 shall permit warehouse, self-service storage in conformance with an approved site plan, architectural design and comply with all elements of the UZC Section III D.6.y.

Wichita, Kansas
December 2, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Steve Coberley, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadel, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated November 25, 2013 were read and on motion approved.

Bids were opened November 22, 2013, pursuant to advertisements published on:

**WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING DEPARTMENT:
Roof Restoration Fresh Air Baby Camp.**

S & A Construction Inc. - \$120,183.93

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION: Slip-In
Pump and Tank Units.**

Defer one week

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION: Fork
Lift 7000lbs Lifting Capacity.**

Sellers Equipment Inc. - \$27,614.30

**PUBLIC WORKS & UTILITIES DEPARTMENT/ENVIRONMENTAL SERVICES
DIVISION: Compressor Replacement.**

Dean E. Norris, Inc. - \$29,154.46

FIRE DEPARTMENT/TRAINING DIVISION: Hazardous Materials Rescue Team Physical.

Via Christi Rehabilitation Hospital Inc. - \$33,510.00

*Estimate – Contract approved on unit cost basis; refer to attachments

**PUBLIC WORKS & UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION:
Rubber Tired Tractor-Loader/Backhoes.**

McCullough Enterprises - \$87,582.00 Base Bid
Standard Option 1
Standard Option 2
\$3,500.00 Option 3
\$1,024.00 Option 4
Standard Option 5
Standard Option 6
Standard Option 7

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Karen Sublett
City Clerk

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 3, 2013**

The cost of **PRELIMINARY ESTIMATE** for Water Distribution System No. 90505 to serve The Woods Addition (District V) (448-90505/735493/470-166) – Total Estimated Cost \$60,480.

To the City Council
Wichita, Kansas

Date of CC 12/03/2013
(OCA/PROJ) 735493/448-90505
(PPN) 470-166

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

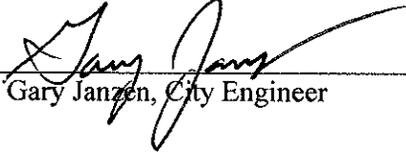
PRELIMINARY ESTIMATE of the cost of Water Distribution System No. 90505 to serve The Woods Addition. (District V)

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 \$60,480

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 _____, 2013.

City Clerk

The cost of Water Distribution System No. 90505 to serve The Woods Addition (District V) (448-90505/735493/470-166) – Total Estimated Cost \$60,480.

Page _____

Exhibit _____

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Improvements to Serve Casa Bella Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petitions and adopt the amending resolutions.

Background: On December 5, 2005, the City Council approved petitions for water, sanitary sewer, and paving improvements to serve Casa Bella Addition. The developer has submitted new petitions reducing the project size within this phase of the development to reflect current market conditions. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute.

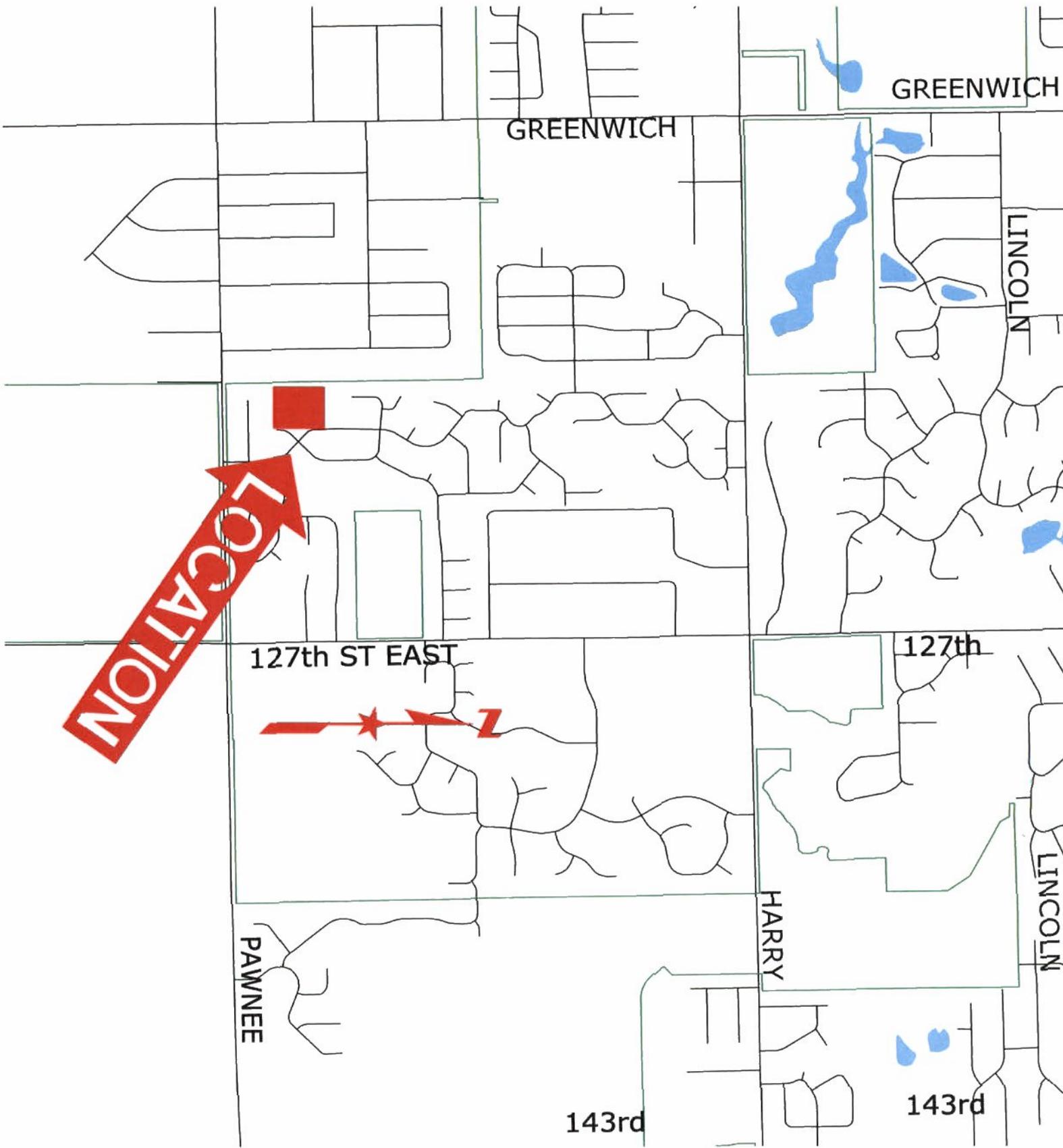
Analysis: The projects will provide a water distribution system, sanitary sewer, and paving improvements to serve a new residential development located north of Pawnee, west of 127th Street East.

Financial Considerations: The total of the original petitions was \$523,000. The total of the revised petitions is \$258,000. The funding source is special assessments.

Legal Considerations: The Law Department has reviewed and approved the petitions and amending resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the amending resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and amending resolutions.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

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

ENGINEERING REFERENCE #: 448-90145

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Dec 3, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS for Casa Bella Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: WDS for Casa Bella Addition

OCA #: _____ OCA TITLE: WDS for Casa Bella Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

| Object Level 3 | Budget | Object Level 3 | Budget |
|------------------------|--------------------|--------------------------|--------------------|
| <u>9730 S.A. Bonds</u> | <u>\$49,000.00</u> | <u>2999 Contractuals</u> | <u>\$49,000.00</u> |
| _____ | <u>\$0.00</u> | _____ | <u>\$0.00</u> |
| _____ | <u>\$0.00</u> | _____ | <u>\$0.00</u> |
| _____ | <u>\$0.00</u> | _____ | <u>\$0.00</u> |
| _____ | <u>\$0.00</u> | _____ | <u>\$0.00</u> |
| _____ | <u>\$0.00</u> | _____ | <u>\$0.00</u> |
| _____ | <u>\$0.00</u> | _____ | <u>\$0.00</u> |

REVENUE TOTAL: \$49,000.00

EXPENSE TOTAL: \$49,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-84126

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Dec 3, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Lat 3 M 18 FMC for Casa Bella Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Lat 3 M 18 FMC for Casa Bella Addition

OCA #: _____ OCA TITLE: Lat 3 M 18 FMC for Casa Bella Addition

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

PROJECT MANAGER: Jullanne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

| Object Level 3 | Budget | Object Level 3 | Budget |
|-----------------|-------------|-------------------|-------------|
| 9730 S.A. Bonds | \$47,000.00 | 2999 Contractuals | \$47,000.00 |
| _____ | \$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: \$47,000.00

EXPENSE TOTAL: \$47,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-84338

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Dec 3, 2013 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Tara Falls for Casa Bella Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Tara Falls for Casa Bella Addition

OCA #: _____ OCA TITLE: Tara Falls for Casa Bella Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

| Object Level 3 | Budget | Object Level 3 | Budget |
|-----------------|--------------|-------------------|--------------|
| 9730 S.A. Bonds | \$162,000.00 | 2999 Contractuals | \$162,000.00 |
| _____ | \$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: \$162,000.00

EXPENSE TOTAL: \$162,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

WATER DISTRIBUTION SYSTEM PETITION- PHASE 3

RECEIVED

OCT 31 '13

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

448 - 90145

Dear Council Members:

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

CASA BELLA ADDITION

Lots 28 – 43, Block 1
Lots 1 - 3, Block 2

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Forty Nine Thousand Dollars (\$49,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after February 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following tracts and lots in Casa Bella, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/19 of the total cost of the improvement district:

CASA BELLA ADDITION

Lots 28 - 43, Block 1

Lots 1 - 3, Block 2

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

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

CASA BELLA ADDITION

Lots 28 - 43, Block 1
Lots 1 - 3, Block 2

 10/30/13
Eugene Vitarelli
President
Tara Development, Inc

AFFIDAVIT

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


Eric J Glover

924 N. Main _____ Address

264-8008 _____ Telephone number

Sworn to and subscribed before me this 31 day of October, 2013.




Deputy City Clerk

SANITARY SEWER PETITION – PHASE 3

OCT 31 '13
CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Lot. 3, Main 18, FMC

468-84126

Dear Council Members:

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

CASA BELLA ADDITION

Lots 33 - 43, Block 1

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Forty Seven Thousand Dollars (\$47,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after February 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following described lots and tracts situated in Casa Bella, an

Addition to Wichita, Sedgwick County, Kansas shall each pay 1/11 of the total cost payable by the improvement district:

CASA BELLA ADDITION

Lots 33 - 43, Block 1

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

CASA BELLA ADDITION

Lots 33 - 43, Block 1

 10/30/13
Eugene Vitarelli
President
Tara Development, Inc.

AFFIDAVIT

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


Eric J Glover

924 N. Main _____
Address

264-8008 _____
Telephone number

Sworn to and subscribed before me this 31 day of October, 2013.




Deputy City Clerk

17

PAVING PETITION – PHASE 3

RECEIVED
OCT 31 '13
CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

472-84338

Dear Council Members:

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

CASA BELLA ADDITION

Lots 28 – 43, Block 1
Lots 1 - 3, Block 2

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

- (a) That there be constructed pavement on **TARA FALLS**, from the South Lot line of Lot 3, Block 2 Casa Bella Addition to the North Plat line of Casa Bella Addition and **TARA FALLS CT.**, from the West line of Tara Falls to and including cul-de-sac.

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary, and sidewalks to be constructed on one side of all through, non cul-de-sac streets.

- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Sixty Two Thousand Dollars (\$162,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after August 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or

reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following lots and tracts in Casa Bella, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/19 of the total cost of the improvement district:

CASA BELLA ADDITION

Lots 28 – 43, Block 1

Lots 1 - 3, Block 2

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

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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

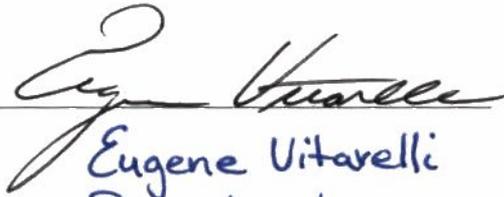
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

CASA BELLA ADDITION

Lots 28 – 43, Block 1
Lots 1 - 3, Block 2

 10/30/13
Eugene Vitarelli
President
Tara Development, Inc.

AFFIDAVIT

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


Eric J Glover

924 N. Main _____
Address

264-8008 _____
Telephone number

Sworn to and subscribed before me this 31 day of October, 2013.




Deputy City Clerk

132019

First Published in the Wichita Eagle on December 6, 2013

RESOLUTION NO. 13-228

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90145 (NORTH OF PAWNEE, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90145 (NORTH OF PAWNEE, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **05-677** adopted on **December 20, 2005** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90145 (North of Pawnee, west of 127th St. East)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-Nine Thousand Dollars (\$49,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CASA BELLA ADDITION

Lots 28 through 43, Block 1

Lots 1 through 3, Block 2

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

That the following tracts and lots in Casa Bella, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/19 of the total cost of the improvement district:

CASA BELLA ADDITION

Lots 28 through 43, Block 1

Lots 1 through 3, Block 2

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and

after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of December, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on December 6, 2013

RESOLUTION NO. 13-229

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 3, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 127TH ST. WEST) 468-84126** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 3, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 127TH ST. WEST) 468-84126**, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **05-680** adopted on **December 20, 2005** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 3, Main, 18, Four Mile Creek Sewer (north of Pawnee, west of 127th St. West) 468-84126**.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-Seven Thousand Dollars (\$47,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CASA BELLA ADDITION
Lots 33 through 43, Block 1

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

The following described lots and tract situated in Casa Bella, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/11 of the total cost payable by the improvement district:

CASA BELLA ADDITION
Lots 33 through 43, Block 1

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution,

which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of December, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on December 6, 2013

RESOLUTION NO. 13-230

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **TARA FALLS FROM THE SOUTH LOT LINE OF LOT 3, BLOCK 2 CASA BELLA ADDITION TO THE NORTH PLAT LINE OF CASA BELLA ADDITION AND TARA FALLS COURT**, FROM THE WEST LINE OF TARA FALLS TO AND INCLUDING THE CUL-DE-SAC (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) 472-84338 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING PAVEMENT ON **TARA FALLS FROM THE SOUTH LOT LINE OF LOT 3, BLOCK 2 CASA BELLA ADDITION TO THE NORTH PLAT LINE OF CASA BELLA ADDITION AND TARA FALLS COURT**, FROM THE WEST LINE OF TARA FALLS TO AND INCLUDING THE CUL-DE-SAC (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) 472-84338 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **05-682** adopted on **December 20, 2005** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on **Tara Falls from the south lot line of Lot 3, Block 2 Casa Bella Addition to the north plat line of Casa Bella Addition and Tara Falls Court**, from the west line of Tara Falls to and including the cul-de-sac (north of Pawnee, west of 127th St. East) 472-84338.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Sixty-Two Thousand Dollars (\$162,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CASA BELLA ADDITION

Lots 28 through 43, Block 1

Lots 1 through 3, Block 2

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

That the following lots and tracts in CASA BELLA an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/19 of the total cost of the improvement district:

CASA BELLA ADDITION

Lots 28 through 43, Block 1

Lots 1 through 3, Block 2

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of December, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Lights on the River (District I)
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 Sarah Goertz, River City Watershed Restoration Assessment Planning Strategy (WRAPS) is coordinating Lights on the River with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Lights on the River December 7, 2013 4:00 pm – 8:00 pm

- Lewis Street, McLean Boulevard to Wichita Street.

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

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

Legal Consideration: There are no legal considerations.

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

**City of Wichita
City Council Meeting
December 3, 2013**

TO: Mayor and City Council

SUBJECT: Improvements to East Kellogg from Cypress to Wiedemann – Agreement for Construction Engineering Services (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On October 8, 2013, the City Council approved a construction budget for the expansion of East Kellogg between Cypress and Wiedemann, including reconstruction of the interchange at Webb and the Kansas Turnpike. The size and complexity of the project necessitates hiring a consulting firm to provide the required construction engineering services, inspection, and materials testing. TranSystems Corporation was selected as the service provider following a request for qualifications process that was approved by the Kansas Department of Transportation (KDOT). Selection was based on TranSystems' experience providing project management, testing and inspection services for projects such as the Central Rail Corridor, K-18, and US-59, which were similar to this project in size and complexity. KDOT has approved the selection.

Analysis: An agreement with TranSystems has been prepared for the construction engineering services, inspection, and materials testing required for this project. ~~An agreement with the original design team to review complex design components as related to construction inquiries will be presented to the City Council at a later date.~~

Financial Considerations: The estimated cost of services is \$6,067,404. T-WORKS funding from KDOT is available in the existing approved budget.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

TRANSYSTEMS CORPORATION

for

EAST KELLOGG FROM CYPRESS TO WIEDEMANN

THIS AGREEMENT, made this _____ day of _____, 2013, 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;

EAST KELLOGG FROM CYPRESS TO WIEDEMANN (Project No. 472-85031/448-90591/468-84876).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for East Kellogg from Cypress to Wiedemann and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

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"**.
- 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"**; 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. THE CITY AGREES:

- 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 cost plus fixed fee amount specified below:

| | |
|---------------------------------------|--------------------|
| Project No. 472-85031 (705011) | \$5,944,204 |
| Project No. 448-90591 (635815) | \$ 55,700 |
| Project No. 468-84876 (624107) | \$ 67,500 |
| TOTAL: | \$6,067,404 |

- 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 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

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

(Name & Title)

ATTEST:

EXHIBIT A

Scope of Services City of Wichita Kellogg & Webb/Kansas Turnpike Authority Interchange Project

Project Description

The Kellogg & Webb/Kansas Turnpike Authority (KTA) interchange project consists of removing the existing four lane expressway and constructing a six-lane freeway with grade separation at Webb Road, and two-lane one-way frontage roads on the north and south of the freeway from Cypress to Trig. Extensive retaining walls with an artistic facade will be constructed around the Webb Interchange. Welded steel box girder bridges will be constructed at Webb Road and the KTA. A two-lane cast in place rigid frame tunnel will also be constructed for the south frontage road at the KTA. The relocation of utilities will also be done with the project, which includes water, sewer, storm sewer, AT&T, Westar, and KGS.

Successful coordination with utilities and traffic control will be vital to keeping the project on schedule and budget. The underground conduit and access structure for AT&T and Westar as well as 1200' of gas main for Kansas Gas Service (KGS) will be constructed with the project. Installation of the fiber optic cables and underground electrical lines will be done by each utility. The rest of KGS relocation will occur during phase one of the project as a separate contract. Southern Star should be clear of construction before the project begins. As part of the right-of-way negotiations certain access agreements were reached that will be vital to the success of the project. Coordination with the utilities will be vital to the timely completion of the project.

The existing waterlines and sewer mains will be relocated in phase one of the project by the roadway prime contractor. There is also a City sanitary sewer project that will be let with the interchange project. A standalone signal project for Corporate Hills and Webb Road will likely be let during phase one of the project. This signal project will have to be coordinated with this project. All of this work shall be considered when submitting for this project. The addition of dual left turn lanes and new signals at Kellogg and Greenwich will also be part of this project.

The construction project manager will be required to work with the City's consultant design team on this project for RFIs, plan review, and potential changes to plans, phasing, traffic control, etc. The construction project manager will also be required to work with the artist (Vicki Scuri) associated with project to achieve the desired artistic elements on the retaining wall, Webb bridge, and landscape elements.

The present scope of services is to provide Construction Management, Inspection and Testing services for this project. All engineers/inspectors must be KDOT certified. An aerial map with a proposed phasing plan is included as Exhibit 1.

Construction Administration and Construction Monitoring Services

1. Provide a "*Construction Project Manager*". The CPM will represent the City of Wichita in the oversight of the project. The CPM will establish a management information system that will keep the City informed as to the overall status and forecast of the project compared to the established Master Time Line. The CPM will provide ongoing cost monitoring to maintain compliance with the construction budget. Other services by the CPM are included in the "Scope of Services."
2. Provide a "*Resident Engineer*". The RE will be responsible for overseeing all construction activities, and serving as the point of contact for the contractor's superintendent. He/she shall also be responsible for the Project Quality Assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other related

guidelines. The RE will be responsible for the oversight of the Quality Assurance Inspection Team. Other services by the RE are included in the “Scope of Services”.

3. Provide “*Structural Inspector(s)*”. The Structural Inspector(s) shall be responsible for retaining wall, tunnel and new bridge construction and inspection. It is anticipated that the contractor’s schedule will dictate that multiple inspectors maybe needed as they work on multiple locations on the retaining wall and bridges concurrently.
4. Provide “*Road/General Inspector(s)*”. The Road/General Inspector(s) will inspect all street construction, erosion control BMPs, traffic control, traffic signal installation, landscaping installation, and irrigation installation. The inspector(s) will also assist other inspectors as needed with the bridge and retaining wall inspections as workloads dictate.

Scope of Services

1. Prepare and implement Construction/Project Management Plan.
2. Plan, coordinate, and conduct pre-construction meeting, as well as compile and distribute meeting minutes.
3. Review the contract documents and make recommendations that would provide for a lower bid.
4. Set up our documentation system to track all documentation and communication throughout the length of the project.
5. Review quantities and start putting our books and documentation together, notify the City and design consultant of any irregularities found in the quantities.
6. Assign a point of contact responsible for communication with design consultant Parsons Brinckerhoff (PB) throughout the submittal, request for information (RFI), and transmittal process.
7. Develop a tracking system for all RFI’s, shop drawing, proposals and transmittals to ensure timely turn around reviews are being completed and submitted back to the contractor.
8. Review and approve the shop drawings for the following items (Storm Sewer, public utilities, traffic signals (permanent and temporary) and lighting). The remaining shop drawings will be forwarded to the City’s design team.
9. Assist in coordinating any meetings required for construction consultation should issues arise in the field which cannot be resolved without the knowledge of the designer.
10. Provide construction management services for contract administration, construction inspection and quality assurance, and coordination of all construction activities, multiple contracts, and/or contractors.
11. At this time it is assumed plant fabrication inspection will be completed by others for structural bridge beams or major tunnel elements.
12. It is assumed no full-time inspections will be required for the precast storm drain structures and retaining wall panels. TranSystems will conduct periodic inspections of precast plants that are in town, no out of town periodic inspections will be conducted.
13. Perform quality assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other related guidelines.
14. Develop and implement a Quality Management Plan (QMP). Incorporate contractor’s quality control program into the overall QMP and ensure construction team maintains emphasis on quality process.
15. Perform and oversee the necessary coordination with City and local authorities is maintained to ensure construction operations have a minimal impact on the local community.
16. Conduct weekly progress and coordination meetings. Coordinate with the Contractor’s site safety program and monitor compliance with the same.
17. Ensure all construction documentation is prepared and maintained, and confirm daily reports and logs are completed by resident engineers and inspectors.
18. Prepare monthly progress reports summarizing contractor activities, current status of budget, schedule evaluation, and job site safety.
19. Prepare and process all work directives, change orders, and pay estimates through the City of Wichita.

20. Evaluate merit of claims made by contractors and be prepared to mitigate or reduce impact of potential claims.
21. Coordinate, schedule, and monitor procurement of owner-provided materials.
22. Review and analyze contractor's schedule and compliance with applicable contract documents.
23. Assist City in public relations activities associated with the project.
24. Provide GPS coordinates on public utilities including valves, man holes, vaults, air releases, and any other above ground structure Provide "as-built" plans for work associated with Westar and AT&T.
25. Provide "as-built" plans for public utilities.
26. Review contractor's compliance with its own SWPPP requirements, including erosion control "as-built" plans throughout the life of the project.
27. As part of this project, provide the inspection services for the Corporate Hills and Webb Road signal project.
28. Provide interface with Kansas Department of Transportation (KDOT), Federal Highway Administration (FHWA), Kansas Turnpike Authority (KTA), and the City of Wichita.
29. Provide program management throughout the construction process to ensure the best interest of the City of Wichita is considered regarding all aspects of the construction program.
30. Perform closeout activities of the project contract. Finalize all contracts, zero out and make final payments, and obtain final acceptance of the project from the City and KDOT. No CMS is anticipated for this project.
31. Perform initial bridge maintenance inspections and prepare bridge inspection forms for initializing required documentation of inspection data for this and subsequent inspections. Complete initial inspection sheets and prepare summary report for Kellogg/KTA bridge and Kellogg/Webb bridge. The bridge inspection forms will not include electrical inspection for roadway sign lighting.
32. Prepare and deliver one set of electronic record drawings (water should include electronic and mylar) upon project completion. These record drawings should be revised to incorporate any substantial changes made to the project during construction, and a description of these changes should be documented in the form of an attached letter.

TESTING REQUIREMENTS

Quality control testing shall be performed to assist the project Construction Project Manager or Inspector to ascertain that all construction operations and materials are in conformance with the specification and contract documents.

Unless otherwise noted, all testing shall be performed by the Construction Project Team under the direction of a Certified Engineering Technician or Professional Engineer, licensed to practice in the State of Kansas, with results being certified by the same. Any lab or agency submitting test results and/or certifications shall be prequalified and approved by the City.

All testing methods and equipment shall be based on current ACI, ASTM and/or AASHTO requirements. It should be noted that both City and KDOT specifications and testing frequency's will be used on various sections of the project as described in **Exhibit A-1**. The Construction Project Manager must familiarize themselves with the plans and specifications.

The minimum testing requirements which shall apply to the work performed and materials used for various categories of projects are outlined below for the City of Wichita, and KDOT's testing guidelines can be obtained at

http://www.ksdot.org/burConsMain/Connections/ConstManual/pdfact5/App_A.pdf These are minimum requirements for each project, and additional testing sufficient to assure compliance with the specifications may be required by the Engineer.

TESTING GUIDELINES

I. STREETS

A.) Earthwork

- 1.) Paving subgrade (with stabilization)

- a.) Stabilization agent effectiveness determination - including calculation of proper spread rate
 - b.) Moisture-density curve
 - c.) Nuclear density test once per 4,000 sq yd
 - 2.) Paving subgrade - reinforced crushed concrete/rock
 - a.) Visual inspection for 90% compaction requirements
 - b.) Gradation once per 5000 tons per project
- B.) Asphalt Pavement
 - 1.) Review and approve contractor submitted mix designs
 - a.) Oil certifications (including tack) - Contractor certification per project
 - b.) Individual aggregate qualities - Contractor certification per project
 - c.) Individual aggregate gradations - Contractor furnished per project
 - d.) Pre-production combined aggregate gradation per mix design
 - 2.) Base Course
 - a.) Cold feed and hot mix sample
 - i.) Cold feed gradation once per 1000 tons per project
 - ii.) Marshall tests on hot mix once per day (on 300 ton minimum)
 - 1.) Density
 - 2.) Voids
 - 3.) Voids filled
 - 4.) Flow
 - 5.) Stability
 - b.) Nuclear field density tests or pavement cores
 - i.) One test per day (on 300 ton minimum)
 - 3.) Surface Course
 - a.) Cold feed and hot mix sample
 - i.) Cold feed gradation once per 1000 tons per project
 - ii.) Marshall tests on hot mix once per day (on 300 ton minimum)
 - 1.) Density
 - 2.) Voids
 - 3.) Voids filled
 - 4.) Flow
 - 5.) Stability
 - b.) Nuclear field density tests, or pavement cores
 - i.) One test per day (on 300 ton minimum)
- C.) P.C. Concrete
 - 1.) Review and approve contractor submitted mix designs
 - a.) Cement certifications - Contractor certification per project
 - b.) Individual aggregate qualities - Contractor certification per project
 - c.) Individual aggregate gradations - Contractor furnished per project
 - 2.) Placement - curb and gutter/sidewalk
 - a.) Slump, air, yield once per mix design per 150 cu yd
 - b.) One set of 3 compressive test specimens per mix design per project
 - i.) One 7 day test, one 21 day test, one 28 day test
 - 3.) Placement - valley gutters/driveways
 - a.) Slump, air, yield once per mix design per day (on 50 cu yd minimum)
 - b.) One set of 3 compressive test specimens per mix design per project
 - i.) One 7 day test, one 21 day test, one 28 day test
 - c.) One set of 2 flexural test specimens per mix design per project
 - i.) One 3 day test, one 7 day test
 - 4.) Placement - P.C.C. pavement
 - a.) Slump, air, yield once per mix design per half day (on 50 cu yd minimum)
 - b.) One set of 2 flexural test specimens per mix design per project
 - i.) One 3 day test, one 7 day test
 - 5.) Placement - Bridges: columns, abutments, wingwalls

- a.) Slump, air, yield once per separate placement per mix design per 100 cu yd
- b.) One set of 3 compressive test specimens per mix design per project
 - i.) One 7 day test, one 21 day test, one 28 day test
- 6.) Placement - Bridge Decks:
 - a.) Slump, air, yield once per mix design per 100 cu yd
 - b.) One set of 3 compressive test specimens per mix design per half day
 - i.) One 7 day test, one 21 day test, one 28 day test
- 7.) Reinforcing steel/wire mesh – Contractor certification per project

II. Water Lines

A.) Backfill

- 1.) Moisture-Density curves
- 2.) Gradations
- 3.) Density tests
 - a.) Street Crossings
 - i.) Three per street crossing
 - b.) Right-of-way
 - ii.) One per 500 LF of trench

B.) Other Testing

- 1.) Pressure test of pipe
- 2.) Sterilization sampling

III. Sanitary Sewers

A.) Backfill

- 1.) Moisture-density curves
- 2.) Gradations
- 3.) Density tests
 - a.) Street crossings
 - i.) Three per street crossing
 - b.) Right-of-way
 - ii.) One per 500 LF of trench

B.) P.C. Concrete

- 1.) Review contractor submitted mix designs
 - a.) Cement certifications
 - b.) Initial aggregate qualities
 - i.) Quality testing
 - ii.) Performance record
 - c.) Initial aggregate gradation
- 2.) Placement-manhole bases
 - a.) Slump, air, yield, one set of 3 compressive test specimens for each contractor/supplier per project
 - i.) One 7 day test, two 28 day test
- 3.) Placement-cast in place manholes
 - a.) Slump, air, yield, one set of 3 compressive test specimens for each contractor/supplier per project
 - i.) One 7 day test, two 28 day test

C.) Brick and Mortar

- 1.) Certifications for brick
- 2.) Certifications for cement (field verification of unopened bags accepted)
- 3.) Mortar
 - a.) Gradations and fineness modulus

D.) Other Testing

- 1.) Air tests of pipe
- 2.) Infiltration/exfiltration (over 24" pipe)
- 3.) T.V. tape of pipe
- 4.) Pressure tests of force main

5.) Vacuum tests of manholes

IV. Storm Water Sewers

A.) Backfill

- 1.) Moisture-density curves
- 2.) Gradations
- 3.) Density tests
 - a.) Street crossings
 - i.) Three per street crossing
 - b.) Right-of-way
 - i.) One per 500 LF of trench

B.) P.C. Concrete

- 1.) Review contractor submitted mix designs
 - a.) Cement certifications
 - b.) Initial aggregate qualities
 - i.) Quality testing
 - ii.) Performance record
 - c.) Initial aggregate gradation
- 2.) Placement-inlets, outlet structures, ditch linings
 - a.) Slump, air, yield, one set of 3 compressive test specimens for each contractor/supplier per project
 - i.) One 7 day test, two 28 day test
- 3.) Placement-cast in place manholes
 - a.) Slump, air, yield, one set of 3 compressive test specimens for each contractor/supplier per project
 - b.) One 7 day test, two 28 day test
- 4.) Placement-culverts
 - a.) Slump, air, yield, one set of 3 compressive test specimens for each placement on each culvert (one per day or as needed)
 - i.) One 7 day test, two 28 day tests
 - b.) For deck placement-3 beam test specimens
 - i.) One 4 day test, successive tests as required

C.) Brick Mortar

- 1.) Certifications for brick
- 2.) Certifications for cement (field verification of unopened bag accepted)
- 3.) Mortar
 - a.) Gradations and fineness modulus on aggregate

NOTE: Concrete strength specimens will be tested at the minimum of the KDOT's requirements, or more frequently as deemed necessary by the Engineer to evaluate pavement opening strength, time for pulling forms for columns, etc.

Inspection

One or more qualified inspectors (City anticipates it may supply one inspector for the length of the project) shall be designated to perform on-site inspection of the work in progress. Inspection efforts shall be sufficient to assure that the work and materials are in accordance with the contract documents.

The inspector shall be responsible for reporting unsatisfactory work or work that does not conform to the contract documents to the Contractor and RE or Construction Project Manager for corrective action. Other responsibilities include monitoring of work progress, monitoring traffic control, scheduling of quality control testing, and documentation of construction activities, weather conditions, delays, conflicts, pay quantities and working days.

Assumptions

1. This contract assumes our services will start in mid-December 2013 reviewing the bid documents, checking quantities, setting up documentation records and attending the pre-bid meeting. The contractor will start construction by June 2013 and be completed by May 2018. However, this contract will remain valid should the project be delayed for a period of up to six (6) months. Beyond a six month delay, TranSystems would need to reevaluate the personnel anticipated to be assigned to this project, their labor rates and any necessary salary adjustments for additional raises during the period of delay.
2. This contract assumes the contractor will be allowed to work on average three out of four Saturday's per month and the contractor will only be allowed to work on Sunday's on a limited "as-needed" basis as approved by TranSystems. Further, it is assumed the contractor will only be allowed to work on national holidays on a limited "as-needed" basis as approved by TranSystems.
3. This contract assumes the contractor will only work one shift per day, we would assume typical work days would be on average ten (10) hours per day five days a week but understand there will be six (6) days a week at times with twelve to fourteen hours per day. To establish our fee, we assumed five (5) days a week at ten (10) hours per day for 52 weeks per year.
4. Electronic CAD files will be provided by City to TranSystems to prepare and deliver the record drawings.
5. X-Rays of field welds are the responsibility of the contractor.
6. The current erosion control requirements will remain in place through the life of the contract. If changes are requested from KDOT, KDHE, or the Environmental Protection Agency (EPA), TranSystems would need to reevaluate our staffing levels and the additional documentation required to determine if additional staffing would be needed. If additional staffing is required, TranSystems would need to determine if our current budget could absorb the additional staffing or if a supplemental agreement would be needed.
7. Based on conversations with the City and KDOT, the level of inspection as defined in our construction inspection fee is acceptable to both agencies. Should either the City or KDOT request TranSystems to provide additional inspectors, TranSystems would need to determine if our current budget could absorb the additional staffing or if a supplemental agreement would be needed.
8. No monthly newsletter is anticipated as part of this project. There will be monthly progress report submitted to City and KDOT by the end of each month.
9. The contractor will only be allowed to submit pay estimates once a month. If a more frequent interval is requested, TranSystems would need to determine if our current budget could absorb the additional staffing or if a supplemental agreement would be needed.

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.

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
- center of manholes

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
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release

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
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- 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
- 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.

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
- 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 streets
- 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
- 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

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
Company
E-mail

Leslie Hicks
City of Wichita
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 | Ken Lee/ Ruggles & Bohm | 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: |

| |
|--|
| Cox |
| 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.

| Phase | Phase Description | 2014 | | | | 2015 | | | | 2016 | | | | 2017 | | | | 2018 | | | | | | | | | | | |
|-------|---|------|---|---|---|------|---|---|---|------|---|---|---|------|---|---|---|------|---|---|---|---|---|---|---|---|---|--|--|
| | | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | | |
| 1 | Utilities, Roadway, Storm Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 & 3 | S. Frontage Rd, N. Bd Webb, Temp Ramps, Storm Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | E. Half Webb Brdg, N. Frontage Rd, Tunnel, MSE/Soldier Walls, Storm Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | W Half Webb Brdg, S. Bd Webb Rd, N. Frontage Rd, MSE/Soldier Walls, Storm Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | KTA Brdg, Mainline, Storm Sewer | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Landscape Only | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CITY OF WICHITA
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Acquisition of a portion a vacant parcel in the 2400 Block of North Greenwich Road for the K-96/Greenwich Road Interchange Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 16, 2012, the City Council approved the design concept to improve the K-96/Greenwich Road Interchange. The project will require the partial acquisition of 10 properties. The tracts within the project corridor are a mixture of retail and undeveloped parcels. The proposed road improvement project includes completion of the interchange at K-96 and Greenwich Road to allow access to eastbound K-96 and access from westbound K-96, signalization of the interchange intersections and the intersection of Greenwich Road and Greenwich Village as well as turn lanes. The project requires the acquisition of the west five feet of a platted, vacant parcel located in the 2400 Block of North Greenwich as well as 10 foot wide temporary easement.

Analysis: The proposed acquisition was appraised at \$138,300. The seller agreed to accept the appraised amount.

Financial Considerations: The funding source is Local Sales Tax (LST) together with funds from the Cabela's Community Improvement District (CID) and the proposed Star Bond district. A budget of \$139,300 is requested. This includes \$138,300 for the acquisition and \$1,000 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

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

PROJECT: Greenwich/K96 Interchange

DATE:

CITY/COUNTY: Wichita/Sedgwick

TRACT NO.: 10

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED
AND TEMPORARY EASEMENT**

THIS AGREEMENT made and entered into this ___ day of _____, 2013 by and between:

North Greenwich Properties, LLC, "Landowner(s)", and the City of Wichita, State of Kansas, "City"

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

See Exhibits Tract # 10A –Right of Way and Tract 10B – Temporary Construction Easement.

The temporary easement area will be utilized during highway construction and be described in an easement document having a term of three years after acquisition or 60 days after completion of construction, whichever is sooner. These easement documents will be prepared and executed at closing.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before December 31, 2013. Landowner shall surrender possession at closing. If the road improvement project for which the above parcels are being acquired is not initiated within two (2) years of the date of acquisition, Landowner shall have the right to repurchase the various tracts for the price hereinto paid by the City.

Landowner shall remove all personal property prior to closing. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are

to be paid by the City.

| | |
|---|---------------------|
| Real property to be acquired as right of way: 1,185 Sq. Ft. | \$135,000.00 |
| Temporary construction easement: 2,700 Sq. Ft. | \$ 3,300.00 |
| TOTAL | \$138,300.00 |

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

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

LANDOWNER:
North Greenwich Properties, LLC

By:

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

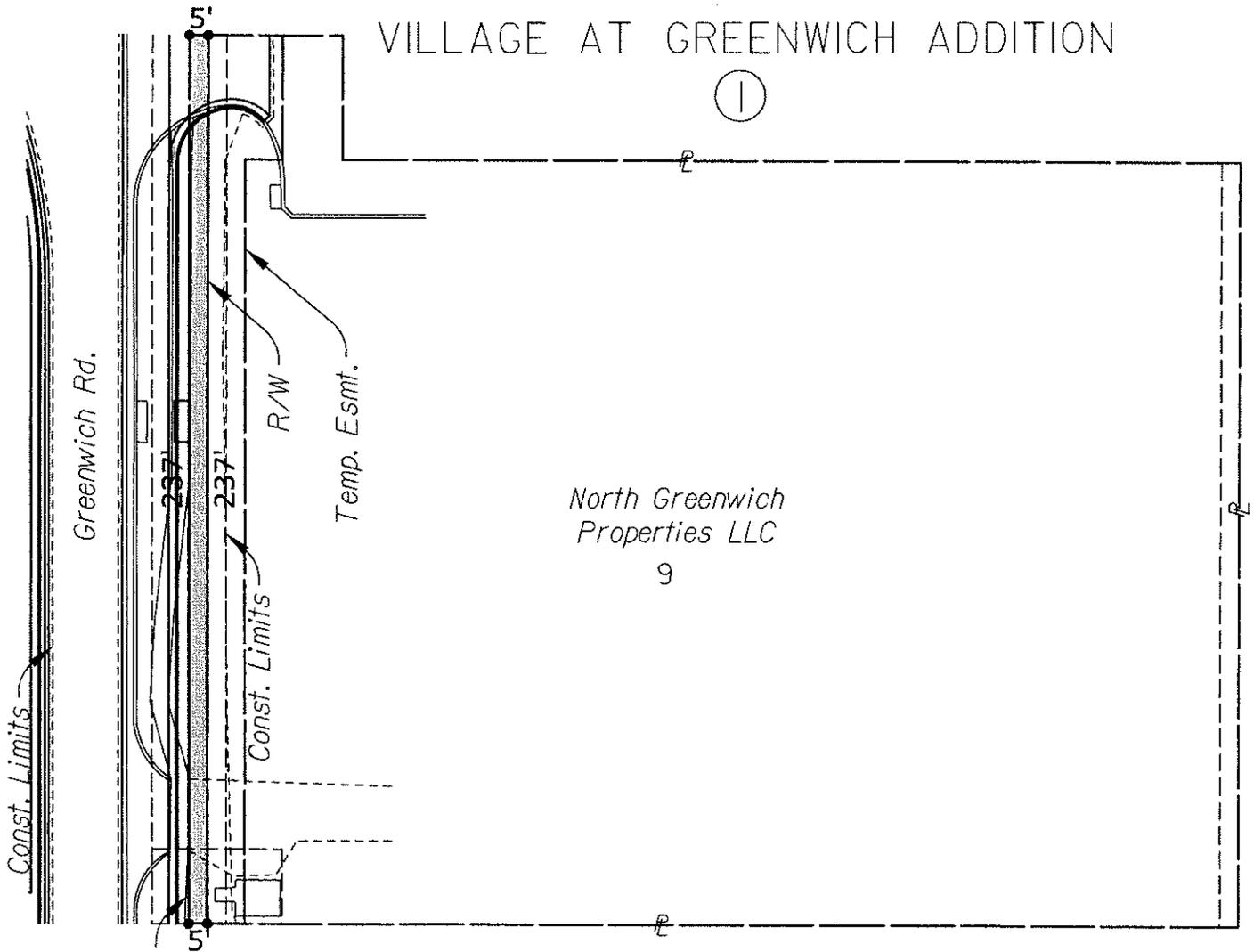
Approved as to form:

Gary E. Rebenstorf, Director of Law

Tract #10A - C-63917
Right of Way



Not to Scale



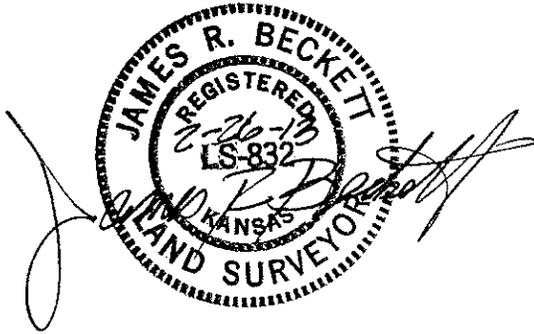
February 26, 2013

Tract #10A – C-63917

North Greenwich Properties, LLC

RIGHT-OF-WAY:

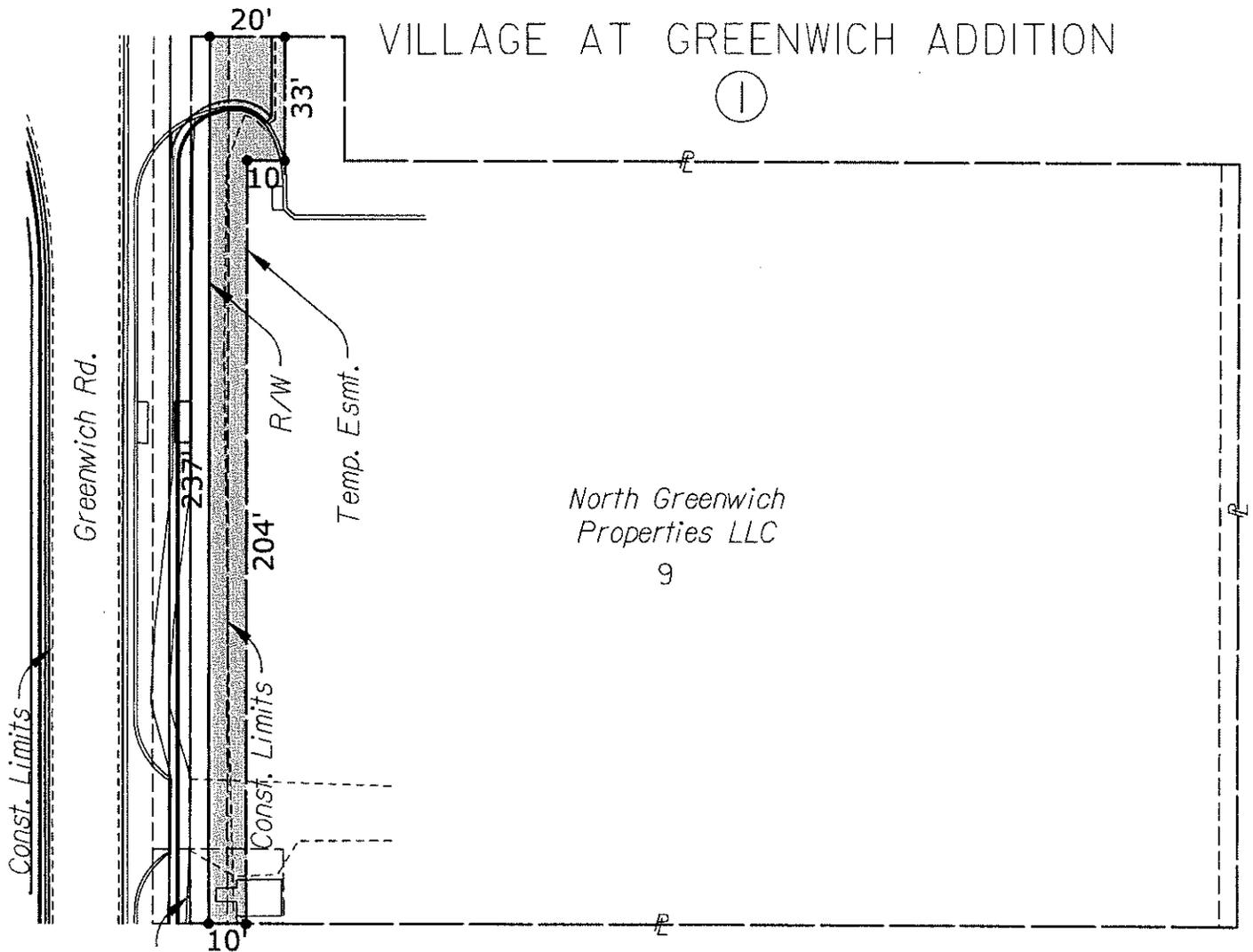
The West 5.00 feet of Lot 9, Block 1, Village At Greenwich Addition to Wichita,
Sedgwick County, Kansas, containing 0.027 acres (1,185.00 sq. ft.), more or less.



Tract #10B - C-63917
Temporary Construction Easement



Not to Scale



North Greenwich
Properties LLC
9



February 26, 2013

Tract #10B – C-63917

North Greenwich Properties, LLC

TEMPORARY CONSTRUCTION EASEMENT:

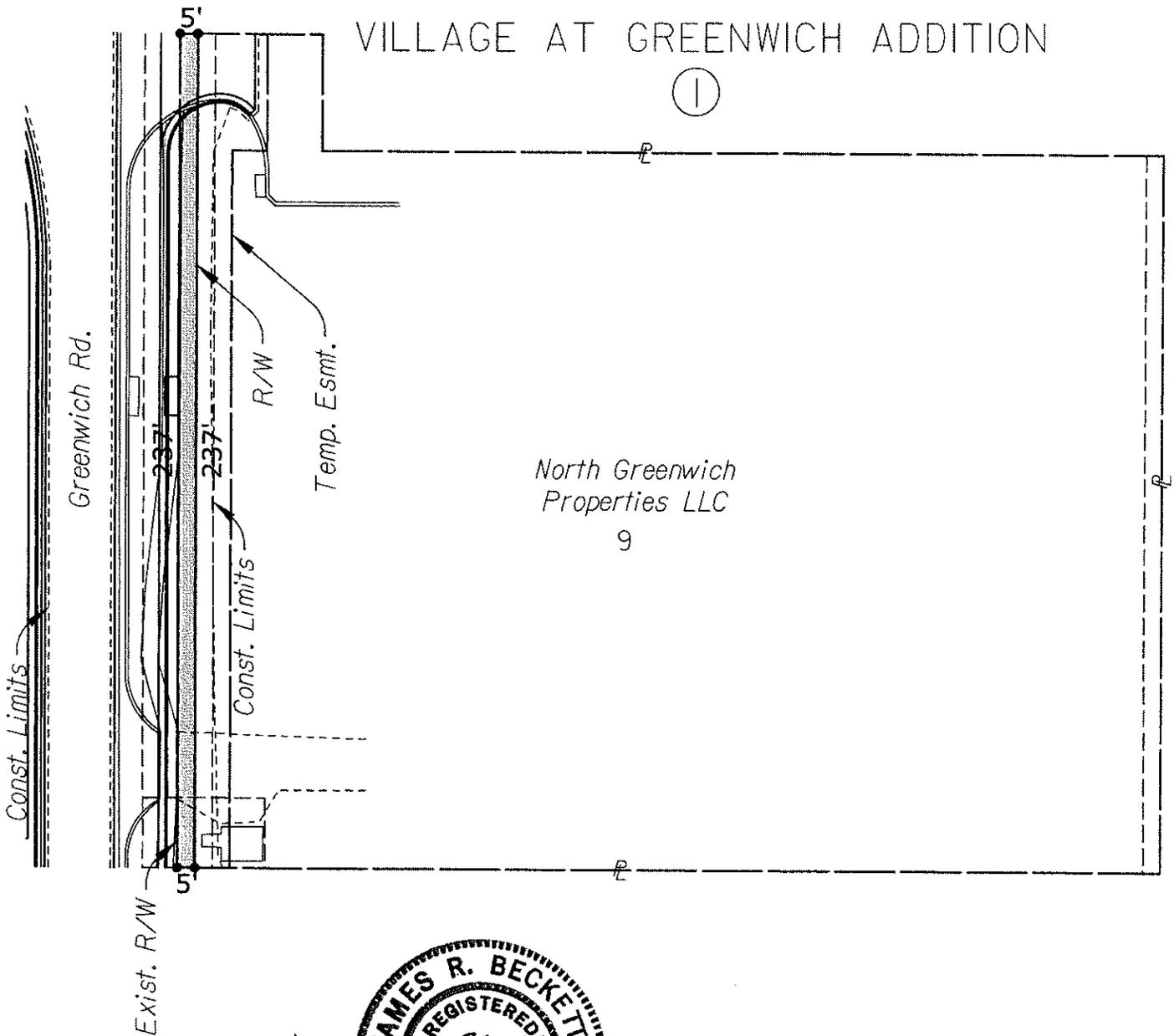
The East 10 feet of the West 15.00 feet of Lot 9, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas, TOGETHER with the East 10.00 feet of the West 25.00 feet of the North 33.00 feet of said Lot 9, containing 0.062 acres (2,700.00 sq. ft.), more or less.



Tract #10A - C-63917
Right of Way



Not to Scale



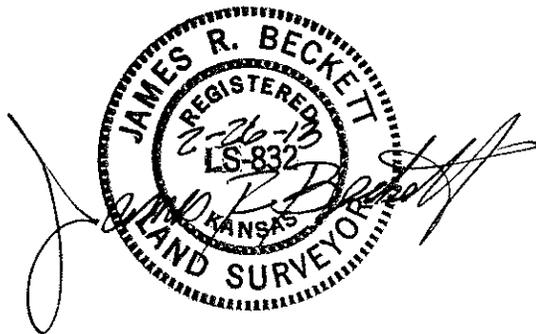
February 26, 2013

Tract #10A – C-63917

North Greenwich Properties, LLC

RIGHT-OF-WAY:

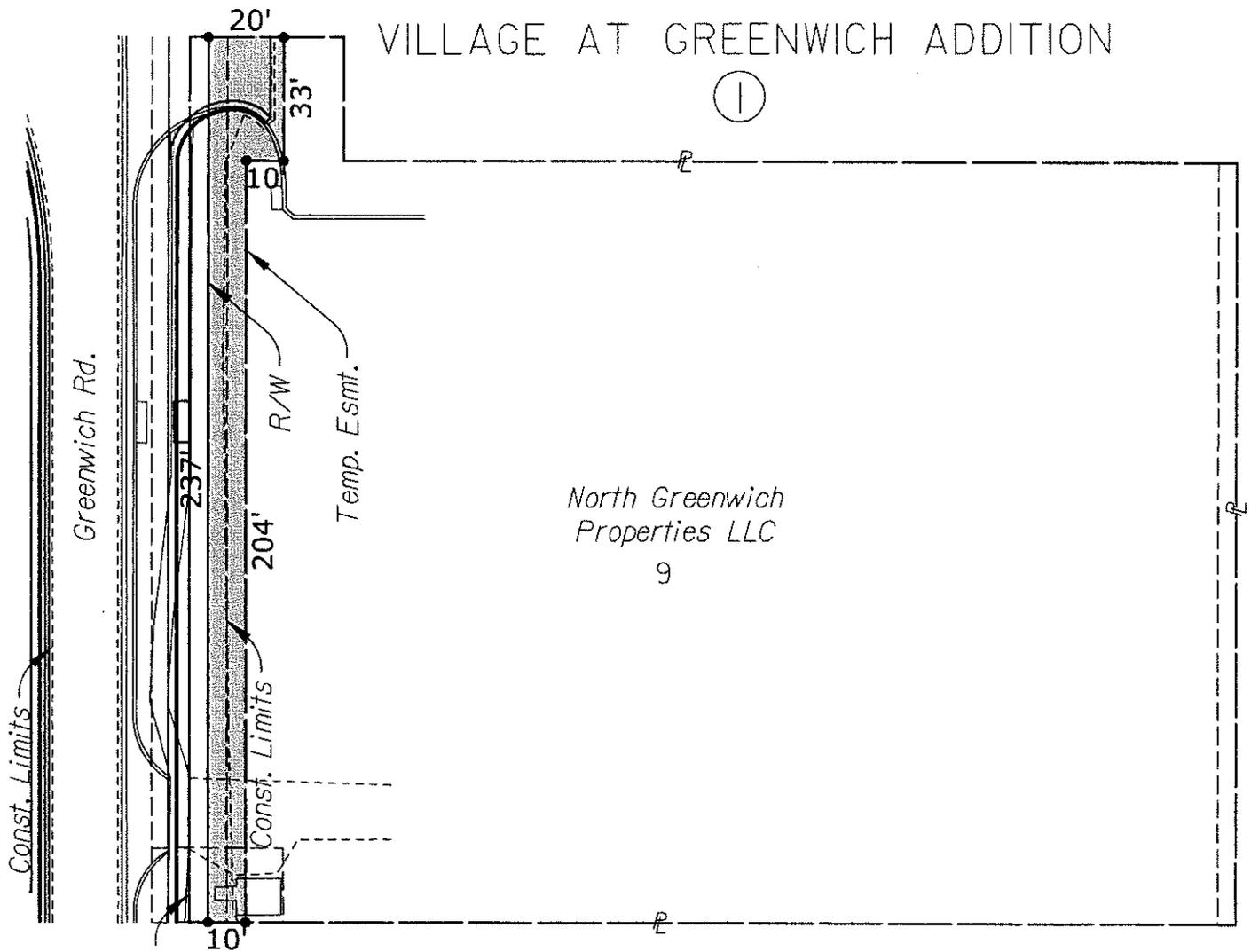
The West 5.00 feet of Lot 9, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas, containing 0.027 acres (1,185.00 sq. ft.), more or less.



Tract #10B - C-63917
Temporary Construction Easement



Not to Scale



North Greenwich
Properties LLC
9



February 26, 2013

Tract #10B – C-63917

North Greenwich Properties, LLC

TEMPORARY CONSTRUCTION EASEMENT:

The East 10 feet of the West 15.00 feet of Lot 9, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas, TOGETHER with the East 10.00 feet of the West 25.00 feet of the North 33.00 feet of said Lot 9, containing 0.062 acres (2,700.00 sq. ft.), more or less.



CITY OF WICHITA
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Acquisition of a portion of parcels in the 2300 Block of North Greenwich Road for the K-96/Greenwich Road Interchange Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 16, 2012, the City Council approved the design concept to improve the K-96/Greenwich Road Interchange. The project will require the partial acquisition of 10 properties. The tracts within the project corridor are a mixture of retail and undeveloped parcels. The proposed road improvement project includes completion of the interchange at K-96 and Greenwich Road to allow access to eastbound K-96 and access from westbound K-96, signalization of the interchange intersections and the intersection of Greenwich Road and Greenwich Village as well as turn lanes. The project requires the acquisition of the west 10 feet of platted, vacant lots located in the 2300 and 2200 Block of North Greenwich as well as a five foot strip along the front of 2350 North Greenwich. Additionally, a temporary easement is needed for the reconstruction of the entryway south of 2350 North Greenwich.

Analysis: The proposed acquisitions were appraised at \$172,160. The seller agreed to accept the appraised amount.

Financial Considerations: The funding source is Local Sales Tax (LST) together with funds from the Cabela's Community Improvement District (CID) and the proposed Star Bond district. A budget of \$173,160 is requested. This includes \$172,160 for the acquisition and \$1,000 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

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

PROJECT: Greenwich/K96 Interchange

DATE:

CITY/COUNTY: Wichita/Sedgwick

TRACT NO.: 3,4,5,6,7,8,9,13

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED
AND TEMPORARY EASEMENT**

THIS AGREEMENT made and entered into this 19 day of November, 2013 by and between:

Greenwich Investment Group, LLC, "Landowner(s)", and the City of Wichita, State of Kansas, "City"

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

See Exhibits Tract # 3 –Right of Way, Tract #4 – Right of Way, Tract #5 – Right of Way, Tract #6 – Right of Way, Tract #7 – Right of Way, Tract #8 – Right of Way, Tract #9A – Right of Way, Tract #9B – Temporary Construction Easement and Tract #13 – Temporary Construction Easement.

The temporary easement areas will be utilized during highway construction and be described in an easement document having a term of three years after acquisition or 60 days after completion of construction, whichever is sooner. These easement documents will be prepared and executed at closing.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before December 31, 2013. Landowner shall surrender possession at closing. If the road improvement project for which the above parcels are being acquired is not initiated within two (2) years of the date of acquisition, Landowner shall have the right to repurchase the various tracts for the price hereinto paid by the City.

Landowner shall remove all personal property prior to closing. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

As part of the project, the City shall construct a thirty (30) foot wide access drive located in Lot 3, Village at Greenwich Addition located as shown on Exhibit A attached. Landowner shall grant such temporary easements as are necessary to allow the construction of said drive.

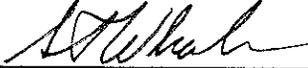
All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

| | |
|--|---------------------|
| Real property to be acquired as right of way: 7,280.38 Sq. Ft. | \$144,060.00 |
| Temporary construction easement: 30,709.94 Sq. Ft. | \$ 28,100.00 |
| TOTAL | \$172,160.00 |

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

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

LANDOWNER:
Greenwich Investment Group, LLC
By: Kansas Investment Properties, Inc., Manager



By: Steven R. Wheeler, President

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

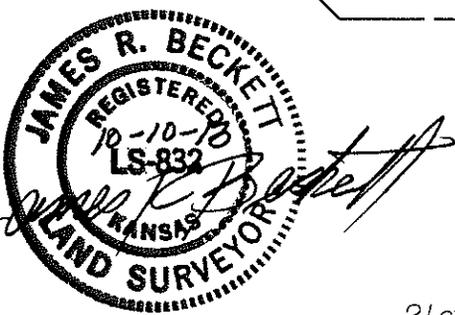
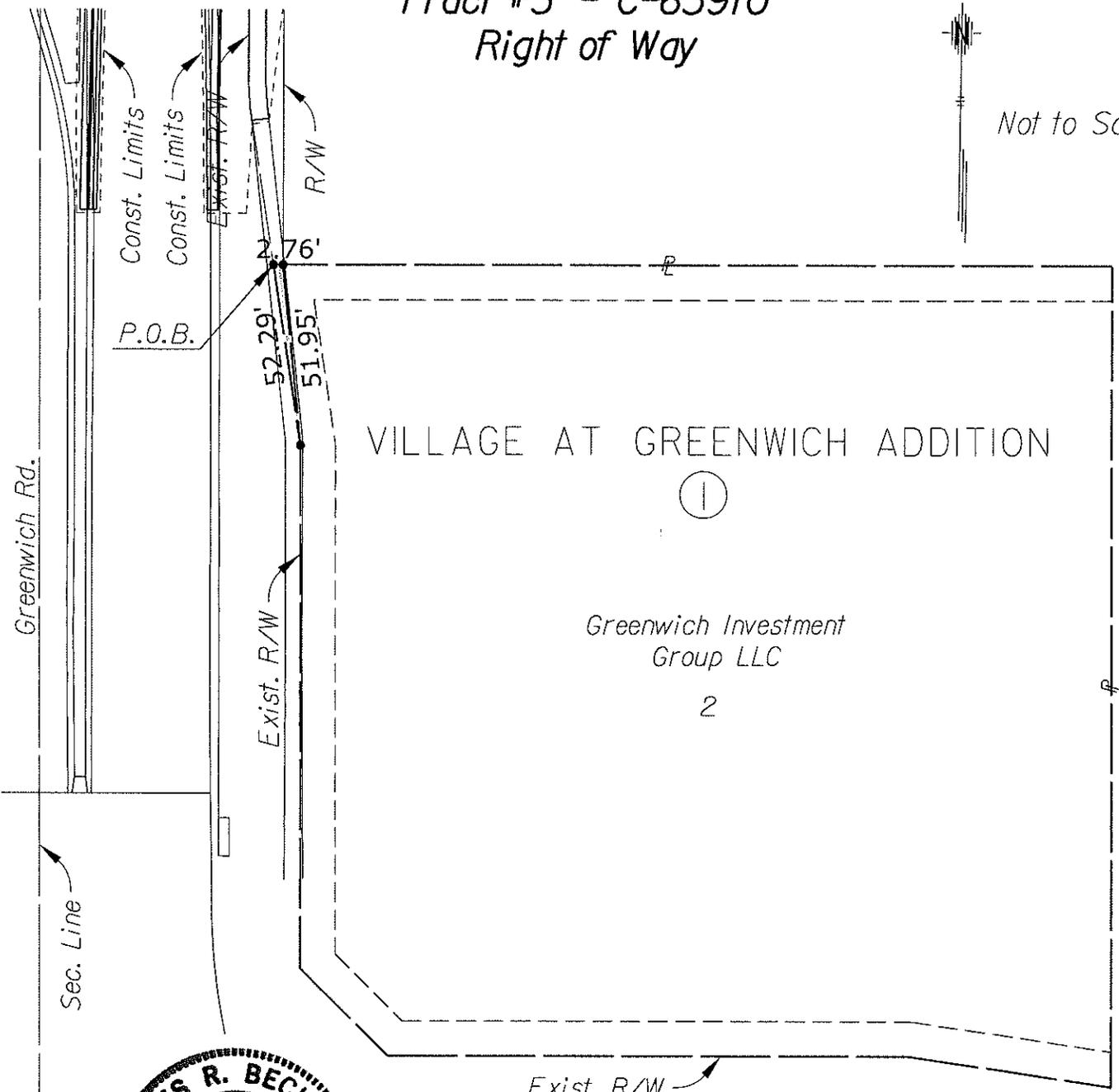
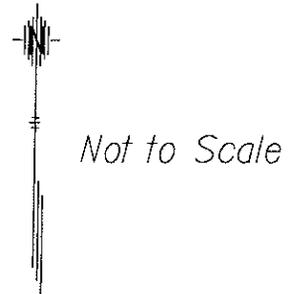
ATTEST:

Karen Sublett, City Clerk

Approved as to form:


Gary E. Rebenstorf, Director of Law

Tract #3 - C-63910
Right of Way



21st St. N.

S.W. 1/4 Cor. Sec. 3 T27S 2E

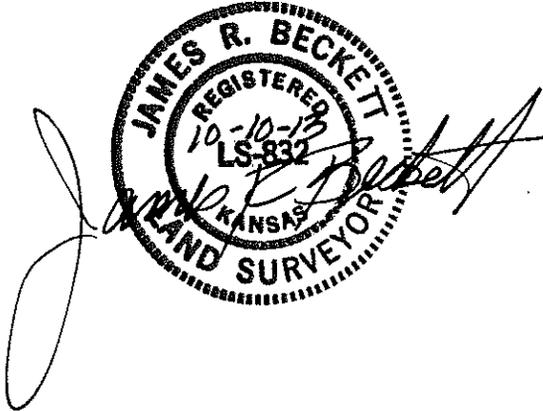
October 10, 2013

Tract #3 – C-63910

Greenwich Investment Group, LLC

RIGHT-OF-WAY:

Beginning at the Northwest corner of Lot 2, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence S 09°14'57"E, along the Westerly line of said Lot 2, a distance of 52.29 feet to a deflection point in said Westerly line; thence N06°14'29"W for a distance of 51.95 feet to the North line of said Lot 2; thence S89°16'45"W, along said North line, a distance of 2.76 feet to the point of beginning, containing 0.002 acres (71.27 sq. ft.), more or less.

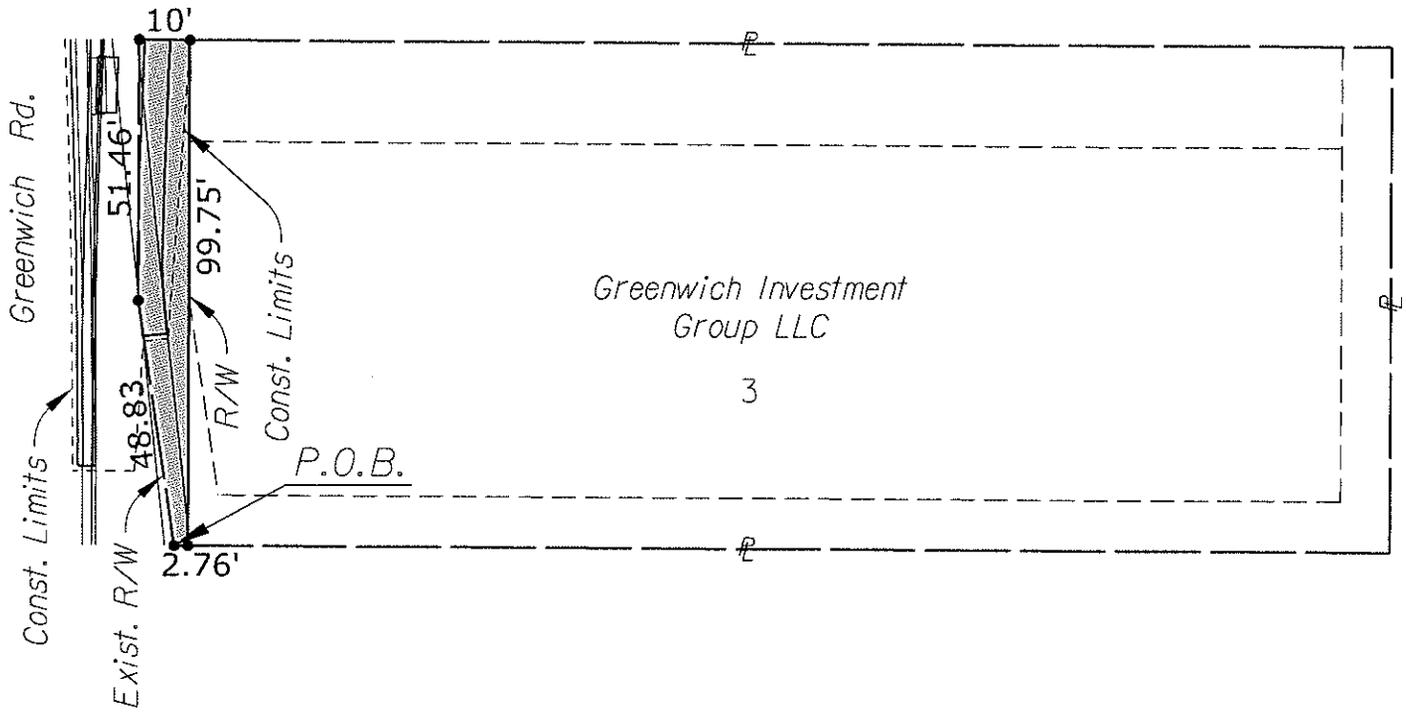


Tract #4 - C-63911
Right of Way



Not to Scale

VILLAGE AT GREENWICH ADDITION



October 10, 2013

Tract #4 – C-63911

Greenwich Investment Group, LLC

RIGHT-OF-WAY:

Beginning at the Southwest corner of Lot 3, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence N 09°14'57"W, along the Westerly line of said Lot 3, a distance of 48.83 feet to a deflection point in said Westerly line; thence N00°43'06"W, along said West line, a distance of 51.46 feet to the Northwest corner of said Lot 3; thence N 89°16'45"E, along the North line of said Lot 3, a distance of 10.00 feet; thence S00°43'06"E for a distance of 99.75 feet to the South line of said Lot 3; thence S 89°16'45"W, along said South line, a distance of 2.76 feet to the point of beginning, containing 0.019 acres (822.61 sq. ft.), more or less.

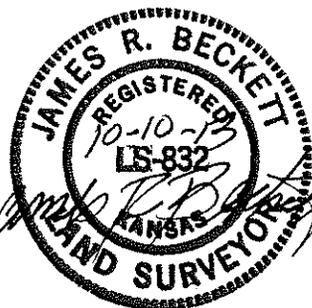
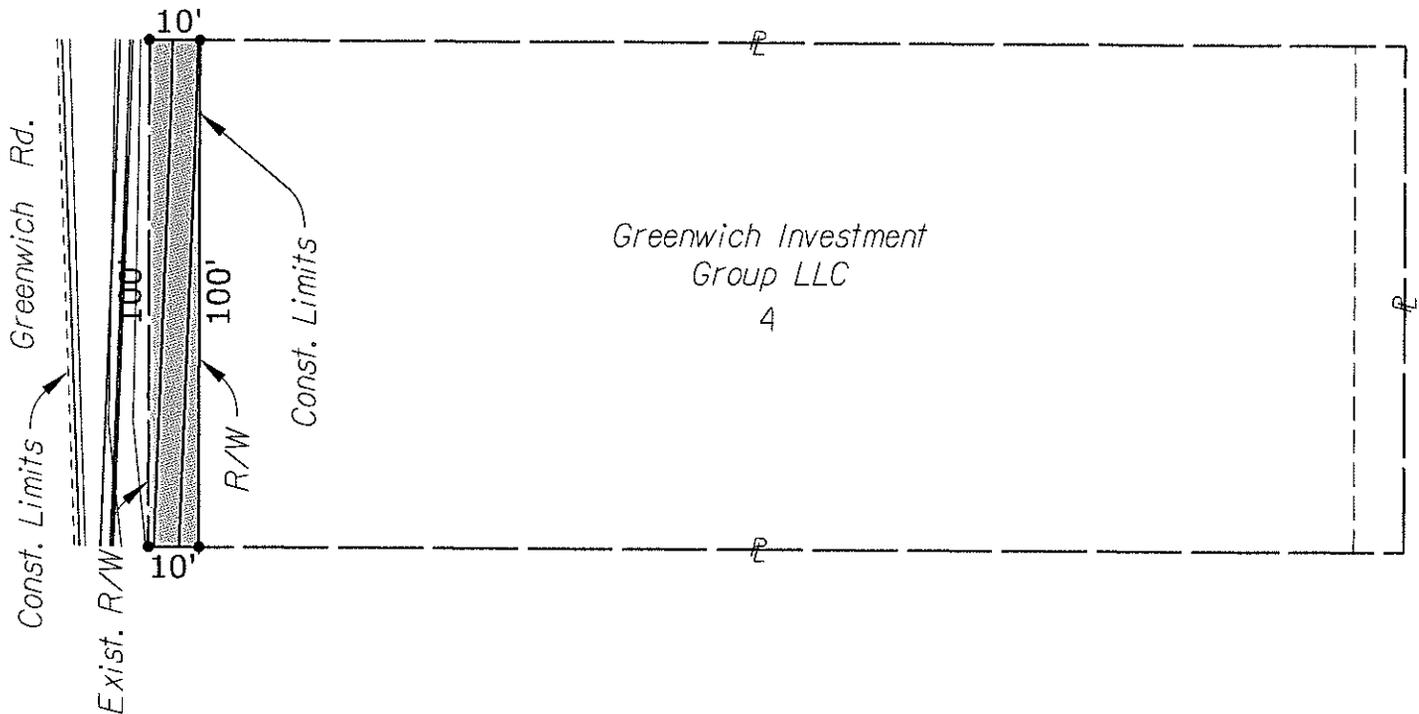


Tract #5 - C-63912
Right of Way



Not to Scale

VILLAGE AT GREENWICH ADDITION



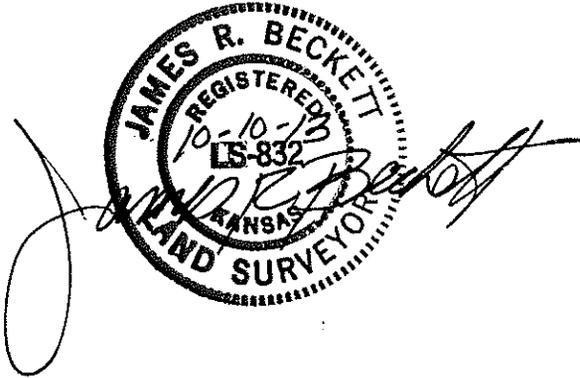
October 10, 2013

Tract #5 – C-63912

Greenwich Investment Group, LLC

RIGHT-OF-WAY:

The West 10.00 feet of Lot 4, Block 1, Village At Greenwich Addition to Wichita,
Sedgwick County, Kansas, containing 0.023 acres (1,000.00 sq. ft.), more or less.

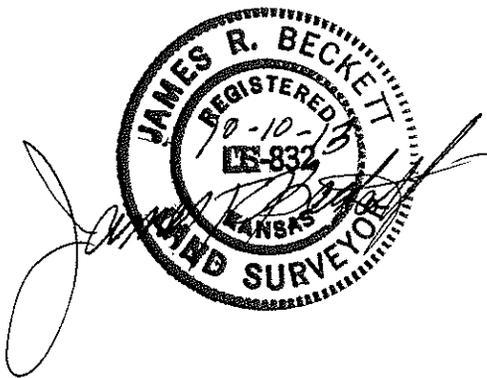
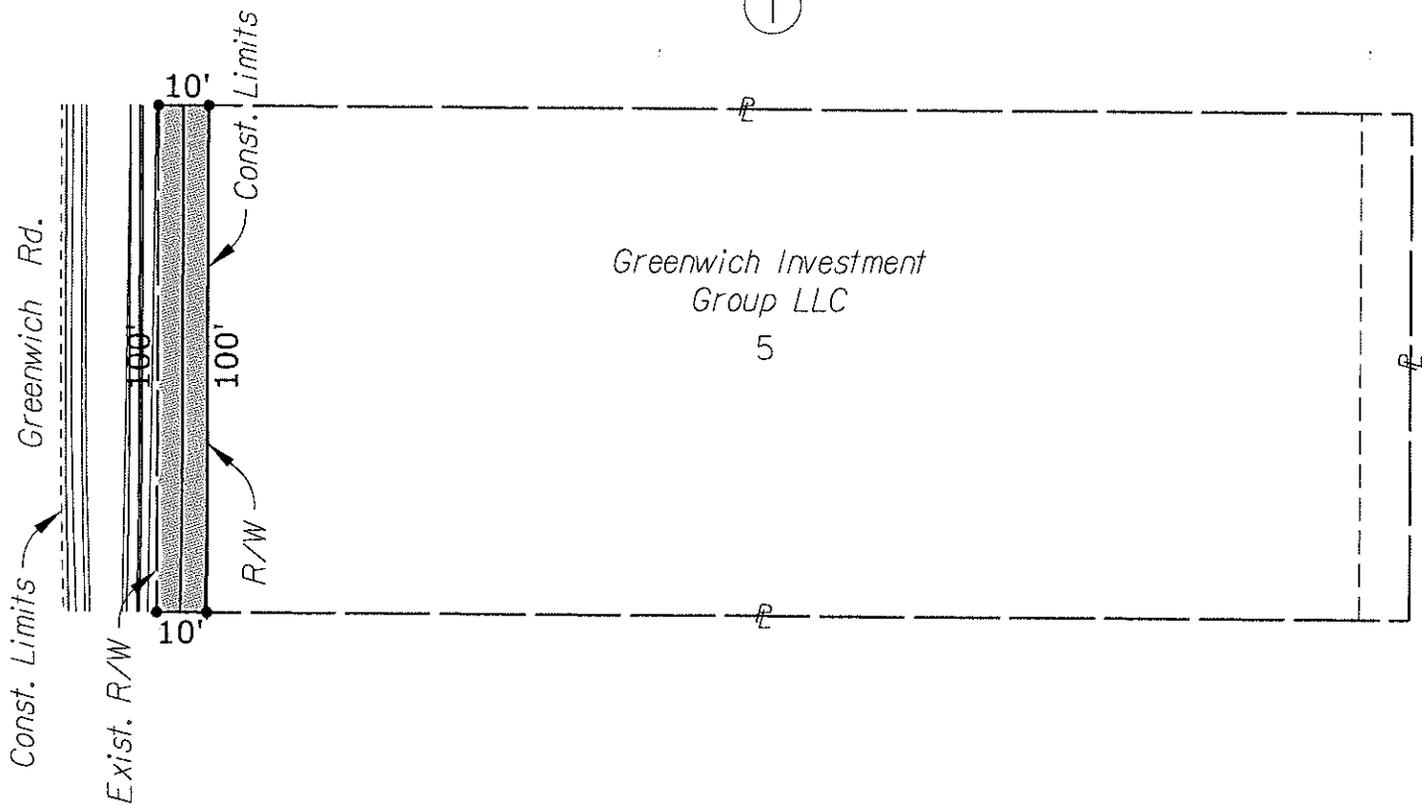


Tract #6 - C-63913
Right of Way



Not to Scale

VILLAGE AT GREENWICH ADDITION



October 10, 2013

Tract #6 – C-63913

Greenwich Investment Group, LLC

RIGHT-OF-WAY:

The West 10.00 feet of Lot 5, Block 1, Village At Greenwich Addition to Wichita,
Sedgwick County, Kansas, containing 0.023 acres (1,000.00 sq. ft.), more or less.

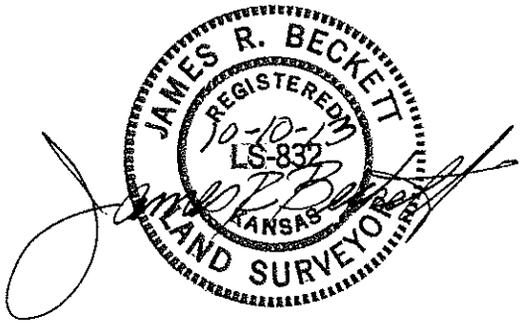
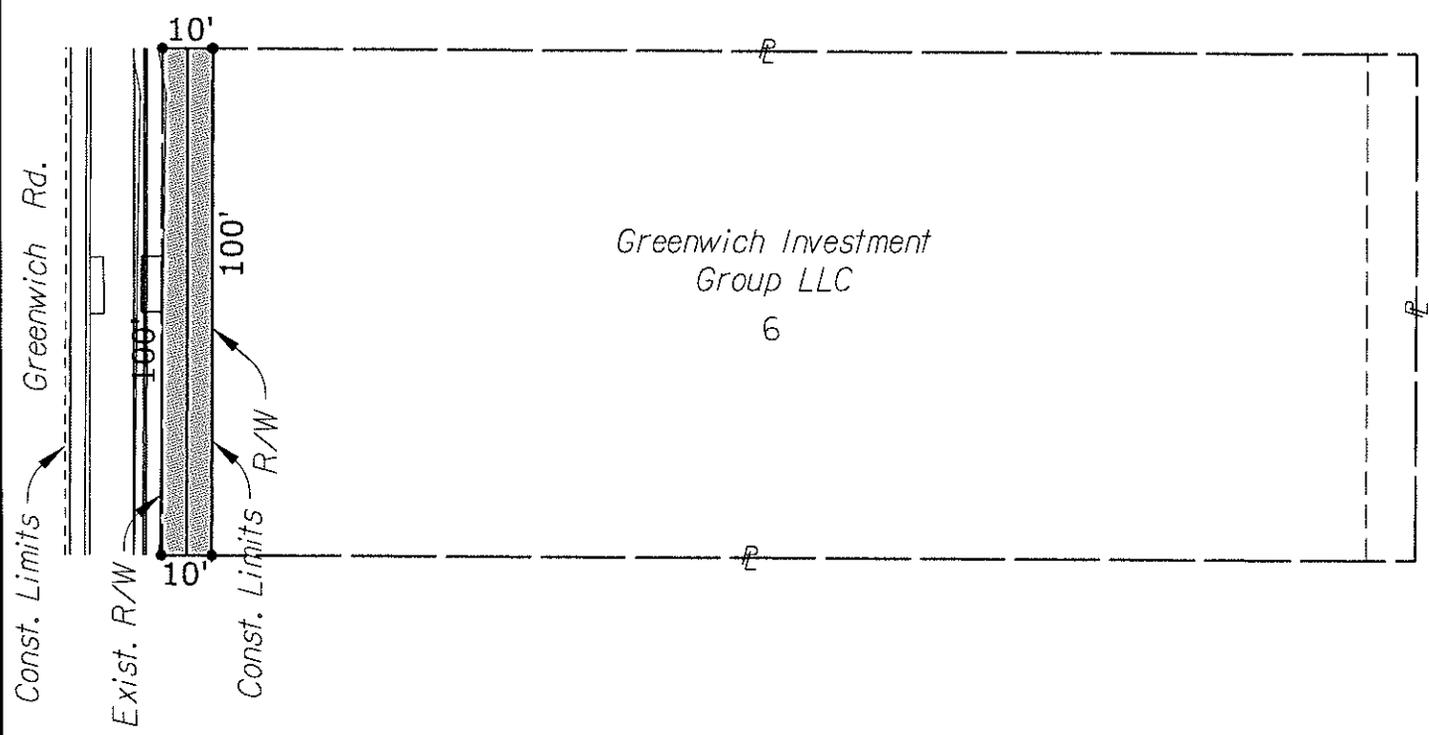


Tract #7 - C-63914
Right of Way



Not to Scale

VILLAGE AT GREENWICH ADDITION



October 10, 2013

Tract #7 – C-63914

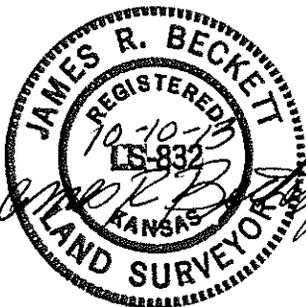
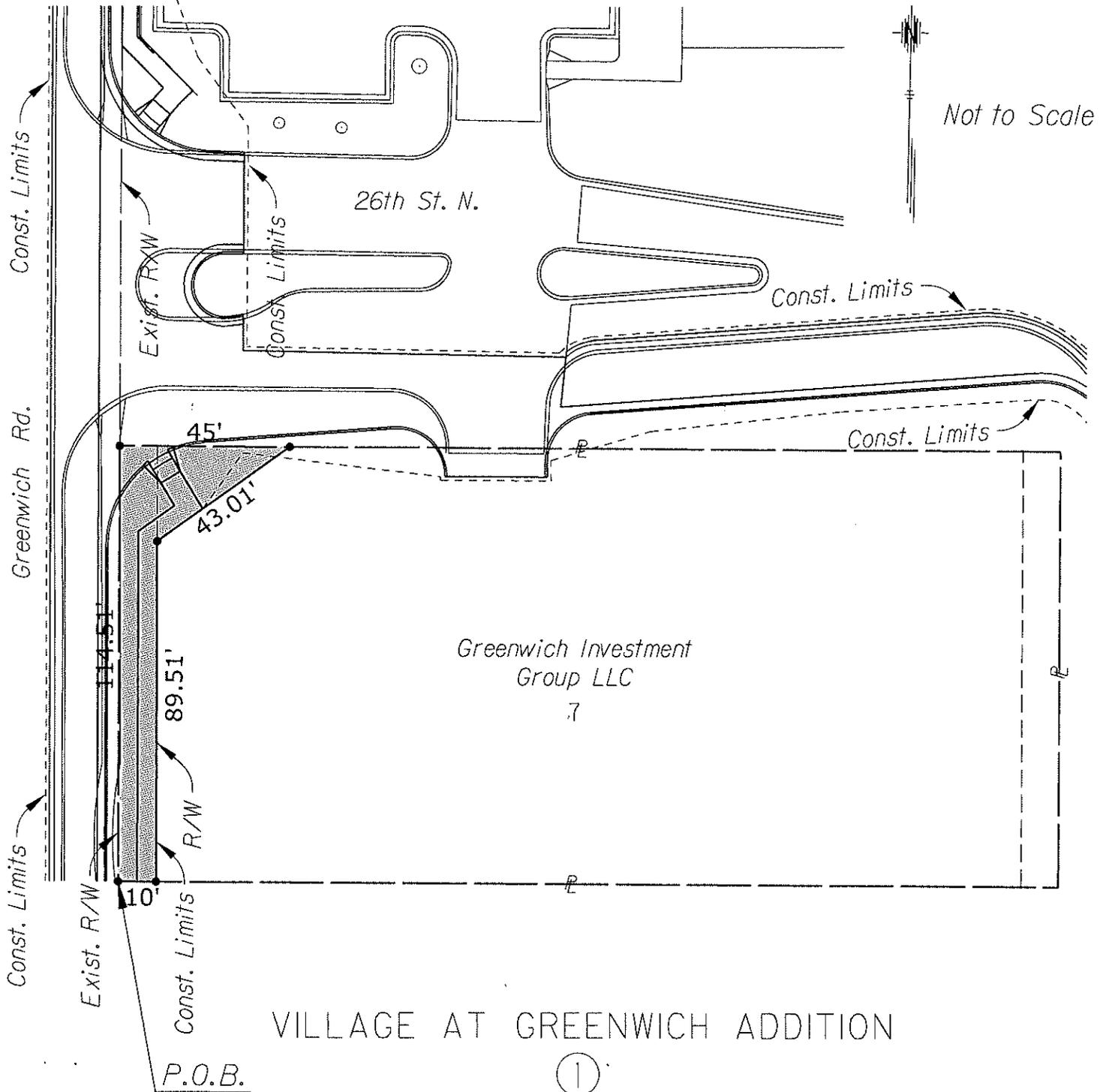
Greenwich Investment Group, LLC

RIGHT-OF-WAY:

The West 10.00 feet of Lot 6, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas, containing 0.023 acres (1,000.00 sq. ft.), more or less.



Tract #8 - C-63915
Right of Way



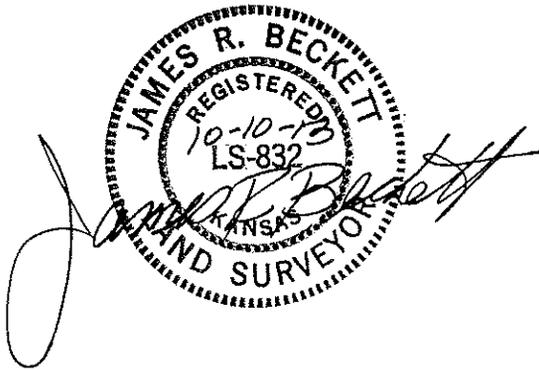
October 10, 2013

Tract #8 – C-63915

Greenwich Investment Group, LLC

RIGHT-OF-WAY:

Beginning at the Southwest corner of Lot 7, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence North, along the West line of said Lot 7, a distance of 114.51 feet to the Northwest corner of said Lot 7; thence East, along the North line of said Lot 7, a distance of 45.00 feet; thence Southwesterly for a distance of 43.01 feet to a point 10 feet East of said West line; thence South, parallel with said West line, a distance of 89.51 feet to the South line of said Lot 7; thence West, along said South line, a distance of 10.00 feet to the point of beginning, containing 0.036 acres (1,582.60 sq. ft.), more or less.



Tract #9A - C-63916

Right of Way

P.O.B.

5'

Const. Limits

Greenwich Rd.

Const. Limits

338.28'

313.76'

Temp. Esmt.

R/W

Const. Limits

Const. Limits

Exist. R/W



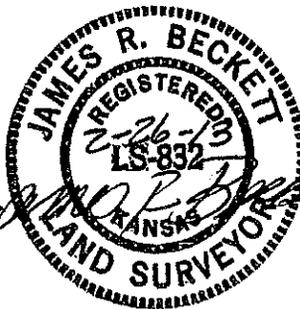
Not to Scale

VILLAGE AT GREENWICH ADDITION



Greenwich Investment
Group LLC

8



February 26, 2013

Tract #9A – C-63916

Greenwich Investment Group, LLC

RIGHT-OF-WAY:

Beginning at the Northwest corner of Lot 8, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence South, along the West line of said Lot 8, a distance of 338.28 feet to the Southwest corner of said Lot 8; thence East, along the South line of said Lot 8, a distance of 20.00 feet; thence Northwesterly for a distance of 21.21 feet to a point 5 feet East of said West line; thence North, parallel with said West line, a distance of 323.28 feet to the North line of said Lot 8; thence West, along said North line, a distance of 5.00 feet to the point of beginning, containing 0.041 acres (1,803.90 sq. ft.), more or less.



Tract #9B - C-63916
Temporary Construction Easement

P.O.B.

20'

55'

Const. Limits

Greenwich Rd.

R/W

VILLAGE AT GREENWICH ADDITION



Not to Scale

Const. Limits

323.28'

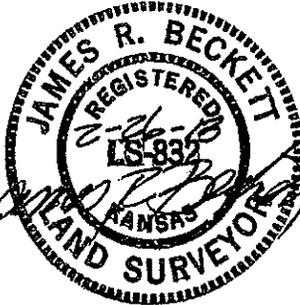
268.28'

Temp. Esmt.

Greenwich Investment
Group LLC

8

Const. Limits



Const. Limits

Exist. R/W

47'

51'

February 26, 2013

Tract #9B – C-63916

Greenwich Investment Group, LLC

TEMPORARY CONSTRUCTION EASEMENT:

Commencing from the Northwest corner of Lot 8, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence East, along the North line of said Lot 8, a distance of 5.00 feet to the point of beginning; thence continuing East, along said North line, a distance of 20.00 feet; thence South, parallel with the West line of said Lot 8, a distance of 55.00 feet; thence West, parallel with said North line, a distance of 17.00 feet; thence South, parallel with said West line, a distance of 268.28 feet; thence East, parallel with said North line, a distance of 17.00 feet; thence South, parallel with said West line, a distance of 15.00 feet to the South line of said Lot 8; thence West, along said South line, a distance of 5.00 feet; thence Northwesterly for a distance of 21.21 feet to a point 5 feet East of said West line; thence North, parallel with said West line, a distance of 323.28 feet to the point of beginning, containing 0.048 acres (2,092.34 sq. ft.), more or less.

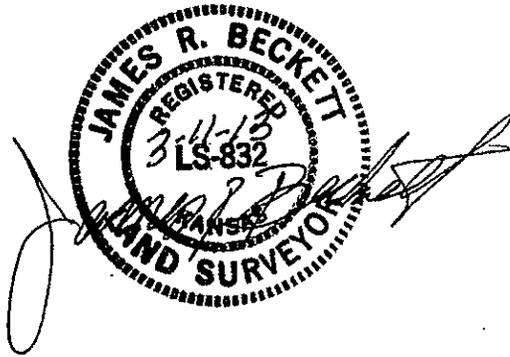


Tract #13 – C-63924

Greenwich Investment Group, LLC

TEMPORARY CONSTRUCTION EASEMENT:

Beginning at the Northwest corner of Reserve "A", Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence South, along the West line of said Reserve "A", a distance of 92.00 feet to the Southwest corner of said Reserve "A" and the Northwest corner of Lot 7, Block 1 of said Addition; thence East, along the North line of said Lot 7, a distance of 247.80 feet to the Northeast corner of said Lot 7; thence South, along the East line of said Lot 7, a distance of 5.00 feet; thence East, parallel with said North line, a distance of 60.00 feet to the East line of said Reserve "A"; thence North, along said East line, a distance of 97.00 feet to the Northeast corner of said Reserve "A"; thence West, along said North line, a distance of 307.80 feet to the point of beginning, containing 0.657 acres (28,617.60 sq. ft.), more or less.



CITY OF WICHITA
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2706 and 2712 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2706 and 2712 North Amidon consists of a five-foot wide strip, containing 715 square feet, along the west side of the property as well as a 320 square foot temporary easement to rebuild the property driveway. The building on the site will not be affected by the proposed project. The project will require the removal and relocation of the site signage and will impact the sprinkler system. It will also eliminate six parking spaces and eliminate structured landscaping.

Analysis: The proposed acquisition was valued at \$4,300 (\$6 per square foot) for the right-of-way. An additional \$150 was allocated for the temporary easement. The cost to relocate the sign and sprinkler system was estimated at \$20,500 making the total offer \$24,950. The owner rejected this amount as it did not provide any compensation for the impact of the lost parking spaces on overall site value. After negotiations, the owner agreed to accept \$60,000 for the acquisition and all impacts on the site. This settlement is comparable to the amount paid for acquisitions with similar site impacts. This tract had been included in the ongoing eminent domain action for properties needed for the project. Upon approval and closing, this tract will be removed from the action eliminating the risk and cost of acquisition through eminent domain.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$60,500 is requested. This includes \$60,000 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

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

PROJECT: Amidon Avenue DATE: _____

COUNTY: Sedgwick TRACT NO.: 0009

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this _____ day of _____, 2013,
by and between

P & J Properties, L.C.

2712 N Amidon Avenue, Wichita, KS 67204
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

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

The west 5.00 feet of Lot 26, Gilders Riverside, Sedgwick County, Kansas and the west 5.00 feet of Lot 27, Gilders Riverside, Sedgwick County, Kansas, EXCEPT the south 125.00 feet thereof.

And a Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

The north 40.00 feet of the south 56.00 feet of the east 8.00 feet of the west 13.00 feet of Lot 26, Gilders Riverside, Sedgwick County, Kansas.

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

As part of the project, the City shall construct a fifteen (15) foot wide access drive located in the north 20 feet of Lot 26, Gilders Riverside Sedgwick County, Kansas. Landowner shall grant such temporary easements as are necessary to allow the construction of said

drive.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
715 (Sq. Ft.) \$ 39,350.00

Damages:
Sprinkler, signage and landscaping \$ 20,500.00

Temporary Easement for construction:
320 (Sq. Ft.) \$ 150.00

Permanent Drainage Easement for construction:
N/A (Sq. Ft.) \$ N/A

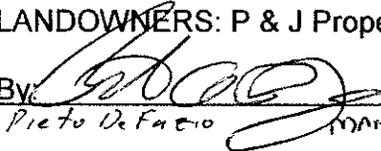
Improvement & Buildings acquired with right of way:
N/A

TOTAL: \$ 60,000.00

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

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

LANDOWNERS: P & J Properties, L.C.

By: 
 Pietro DeFazio MANAGING MEMBER

By:  11-15-2017
 Karen Sublett member

THE CITY OF WICHITA

ATTEST:

By: _____
 Carl Brewer, Mayor

By: _____
 Karen Sublett, City Clerk

MEMORANDA

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

P & J Properties, L.C.
 If mortgage or other liens, show names of holders:
None found

REMARKS:
 PIN/APN 00114178 and 00114179
 Security Title File Number 2068364

APPROVED TO FORM:

 Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

 Gerald Cain, Project Manager

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

P & J PROPERTIES LC
2712 N AMIDON
WICHITA KS 67204-4904

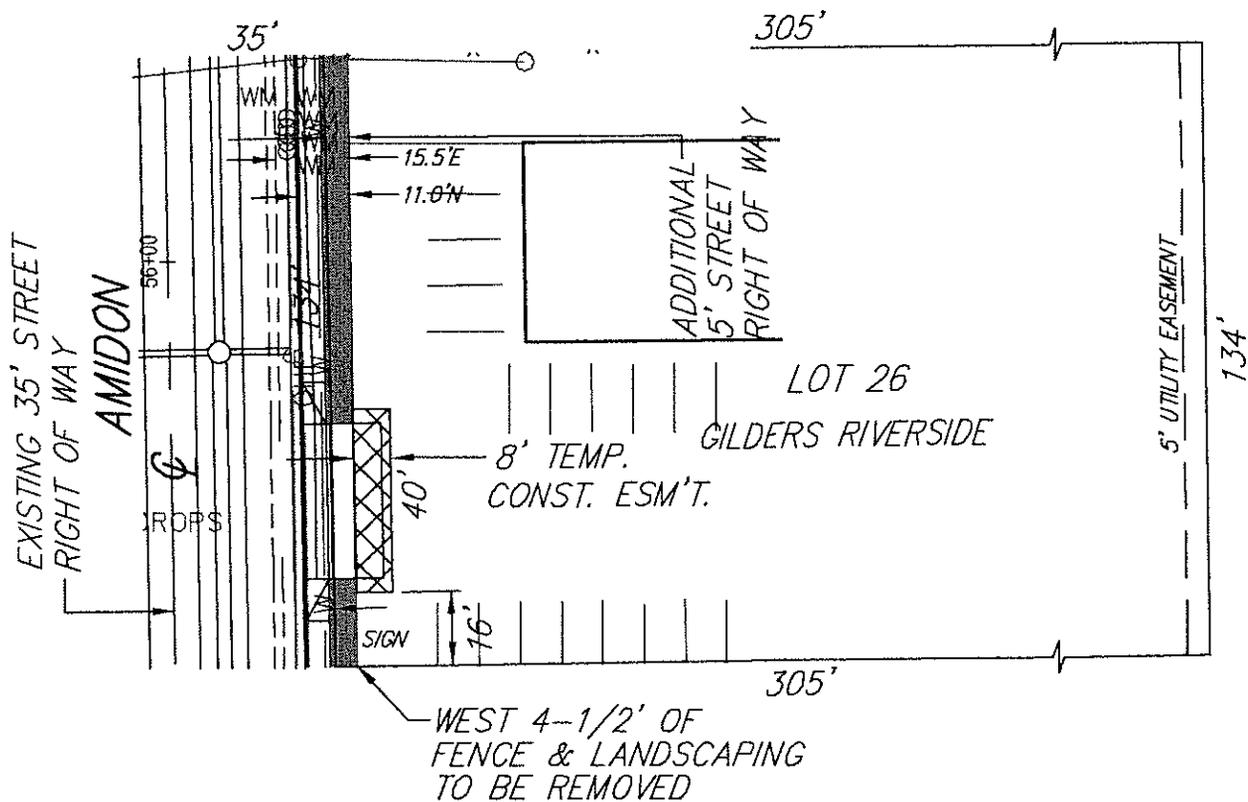
A 14123

Easement Area: 320 Sq. Ft.±
0.007 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

3647T

RIGHT OF WAY EXHIBIT

P & J PROPERTIES LC
 2712 N AMIDON
 WICHITA KS 67204-4904

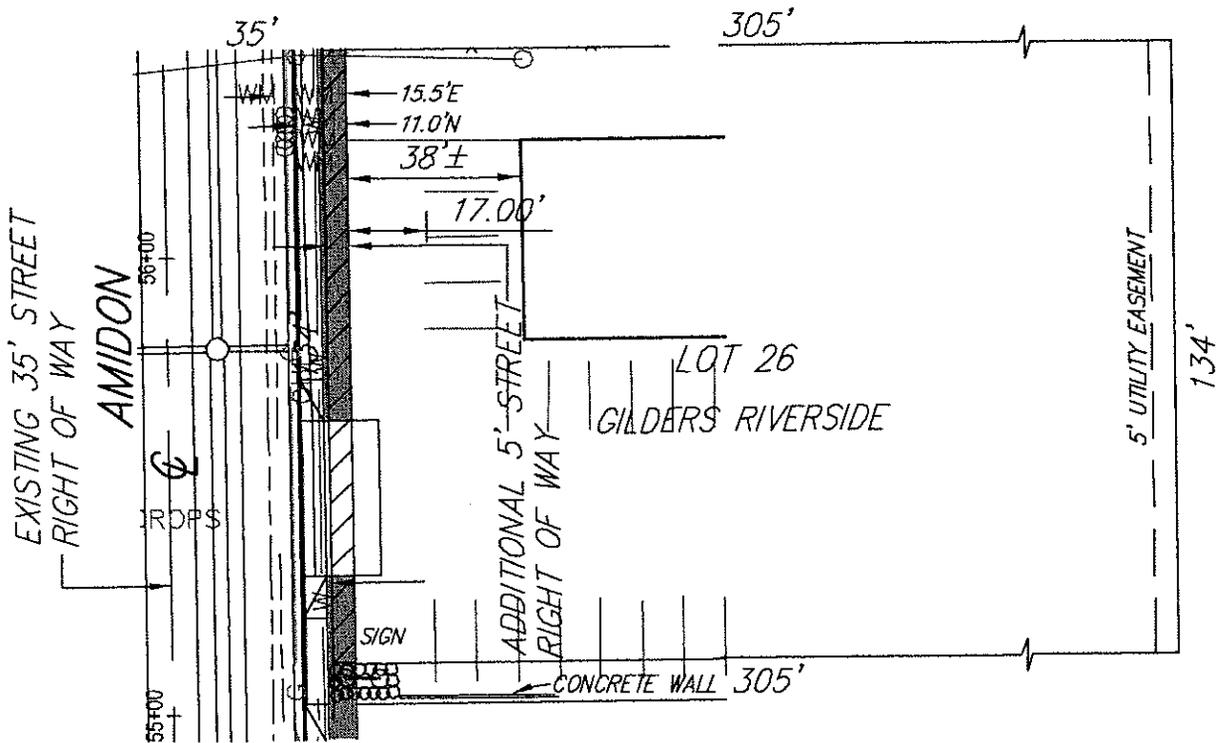
A 14123

Right Of Way Area: 670 Sq. Ft.±
 0.02 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



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3647T

RIGHT OF WAY EXHIBIT

P & J PROPERTIES LC
 2712 N AMIDON
 WICHITA KS 67204-4904

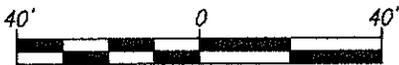
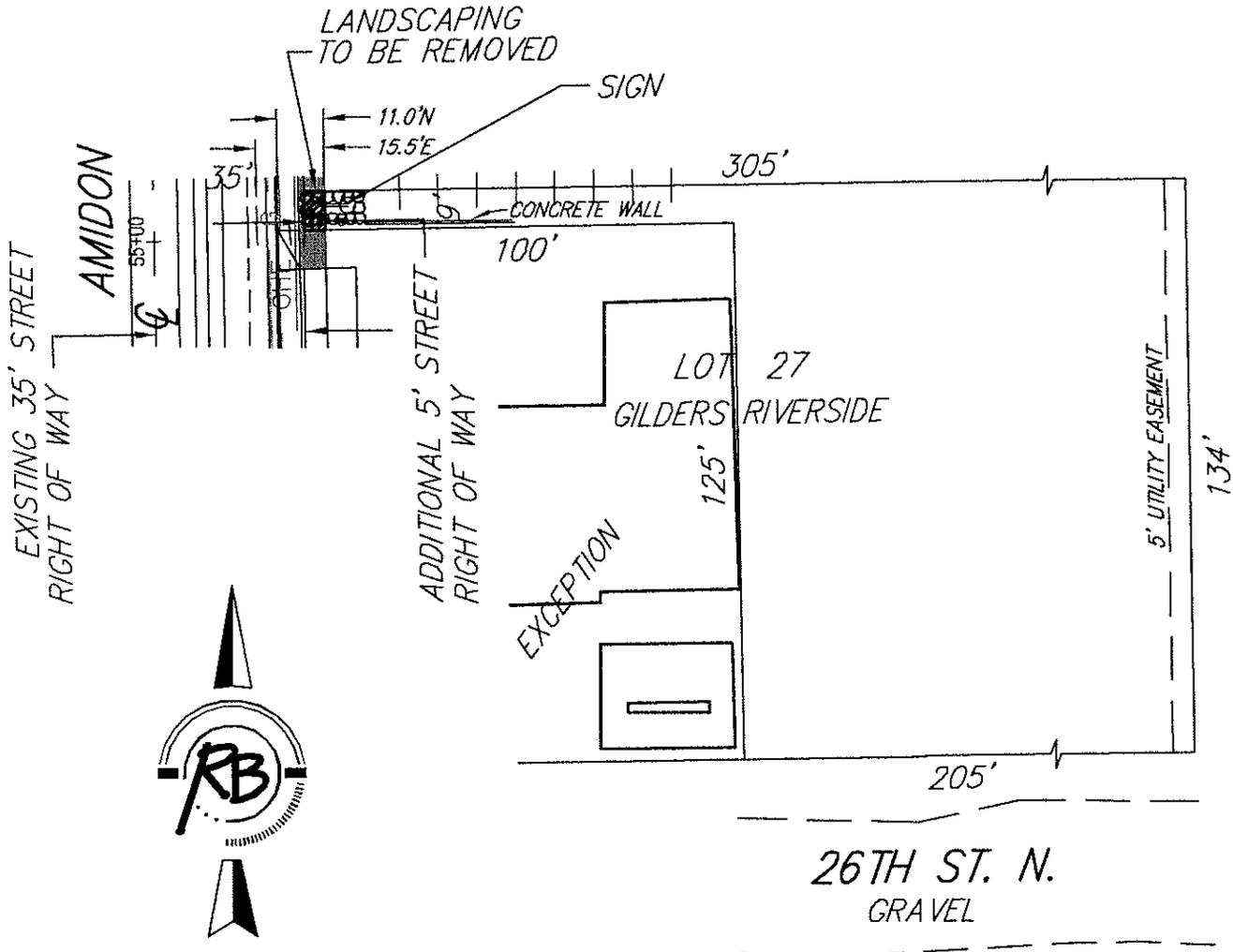
A 14124

Right Of Way Area: 45 Sq. Ft.±
 0.001 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.
 Engineering, Surveying, Land Planning

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 Wichita, Kansas 67203 (316) 264-4621 fax
 www.rbkansas.com E-mail: info@rbkansas.com

3647T

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Purchase Option (Rand Graphics, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On March 27, 2001, the City Council approved a four year Letter of Intent (LOI) to issue Industrial Revenue Bonds (IRBs) in an amount not-to-exceed \$10 million for Rand Graphics, Inc., a graphics arts and commercial print and screen products manufacturing company. Rand had three bonds issued under that LOI for a total amount of \$8,655,000. The three series are as follows: Series XII, 2001 (\$4,300,000), Series X, 2002 (\$2,355,000) and Series IX, 2003 (\$2,000,000). The 2001 and 2002 series have matured and the 2003 series will mature on December 2, 2013. The City Council also granted a ten-year (5+5) tax abatement on bond-financed property.

Rand has given notice to the City of its intent to exercise the purchase options on the bond financed property. Under the provisions of the Lease Agreements, the Tenant has the option to purchase the bond financed property from the City of Wichita for the sum of \$1,000 per issue once outstanding bonds have been paid.

Analysis: Under the terms of the Lease the City is required to convey its interest in the property securing the bonds once it has received notice and the payment of the nominal purchase option price of \$1,000. All other considerations under the provisions of the Lease Agreement, including the payment of all outstanding bonds must also be addressed. This action will return all property pledged to the bonds to Rand Graphics.

Financial Considerations: The City has received payment of the purchase option price. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption, plus the sum of \$1,000.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Law Department has approved the form of the attached Resolution to authorize the execution of the Bill of Sale, Termination and Release of Leases, Termination and Release of Lease Agreements and a Satisfaction and Discharge of Indentures (each in substantially the form attached to the Resolution), and the delivery of such documents following satisfaction of applicable conditions.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution approving the execution of the Bill of Sale, a Termination and Release of Easements, a Termination and Release of Leases and Satisfaction and Discharge of Indentures and authorize necessary signatures.

Attachments: Resolution, Bill of Sale, Termination of Easements, Termination and Release of Leases, Satisfaction, Release and Discharge of Indentures

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Thousand Dollars (\$2,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Rand Graphics, Inc., a Kansas corporation (the "Grantee"), all of its interest in the following goods and chattels, viz:

2001 Project

All machinery, equipment and other property all or a portion of which were purchased, financed, or refinanced with proceeds of certain City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2001 (Rand Graphics, Inc.) constituting the "Improvements" as referred to in a certain Lease Agreement, dated as of December 1, 2001, by and between the Grantor and the Grantee and said Indenture, and more specifically but not exclusively described as follows:

CreoScitex Trendsetter, Technotrans Incline retrofit, Sewing Machine, Electric Pallet Jack, Yale Forklift, shelving, Automatic Shrinkwrap, copiers and 8-color Heidelberg CD Press.

2002 Project

All machinery, equipment and other property all or a portion of which were purchased, financed, or refinanced with proceeds of certain City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series X, 2002 (Rand Graphics, Inc.) constituting the "Improvements" as referred to in a certain Lease Agreement, dated as of December 1, 2002, by and between the Grantor and the Grantee and said Indenture, and more specifically but not exclusively described as follows:

5/Color M&R Processor, Fuji Finalproof A-2, Polar 155ED 61" Paper Cutter Polar Jogger RA-6, Standard VAC100A Horizon Tower Collator and Refurbish Harris 78" Press.

2003 Project

All machinery, equipment and other property all or a portion of which were purchased, financed, or refinanced with proceeds of certain City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2003 (Rand Graphics, Inc.) constituting the "Improvements" as referred to in a certain Supplemental Lease No. 1, dated as of December 1, 2003, by and between the Grantor and the Grantee and said Indenture, and more specifically but not exclusively described as follows:

Heidelberg CD74 6-color (23-1/2 x 29 1/8) Offset Press, with coating system, including all standard equipment. Also including the following:

1. Extra delivery system
2. UV Preparation
3. Curestar Hybridpeg (3 interdocks, EOP, Drystar, Combistar)
4. Tresu – L30 Dual-Chamber Coating Pump
5. Combi Rollers
6. Remote Service
7. Simco Sheet Cleaner
8. Techno Trans Inkmove
9. Beta UV Chiller

Model 112 Hot Air Rotary Heat Sealer, Serial #1003-1165.

together with any substitutions or replacements for said 2001 Project, 2002 Project, and 2003 Project.

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; and (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the 20th day of December, 2013.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of December, 2013, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

RESOLUTION NO. 13-231

OF THE

CITY OF WICHITA, KANSAS

RELATING TO:

CITY OF WICHITA, KANSAS

\$4,300,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES XII, 2001
(RAND GRAPHICS, INC.)

AND

\$2,355,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES X, 2002
(RAND GRAPHICS, INC.)

AND

\$2,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES IX, 2003
(RAND GRAPHICS, INC.)

RESOLUTION NO. 13-231

A RESOLUTION OF THE CITY OF WICHITA, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A BILL OF SALE, (2) A TERMINATION AND RELEASE OF EASEMENTS, (3) A TERMINATION AND RELEASE OF LEASES, AND (4) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURES.

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

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series XII, 2001 (Rand Graphics, Inc.) (the "2001 Bonds") in the aggregate principal amount of \$4,300,000, of which none remains Outstanding, for the purpose of purchasing and installing certain equipment located in a commercial printing facility in the City of Wichita, Kansas (the "2001 Project"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series X, 2002 (Rand Graphics, Inc.) (the "2002 Bonds") in the aggregate principal amount of \$2,355,000, of which none remains Outstanding, for the purpose of purchasing and installing certain equipment located in a commercial printing facility in the City of Wichita, Kansas (the "2002 Project"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series IX, 2003 (Rand Graphics, Inc.) (the "2003 Bonds") in the aggregate principal amount of \$2,000,000, of which none remains Outstanding, for the purpose of purchasing and installing certain equipment located in a commercial printing facility in the City of Wichita, Kansas (the "2003 Project"); and

WHEREAS, the 2001 Project is leased by the Issuer to Rand Graphics, Inc., a Kansas corporation (the "Tenant"), pursuant to a certain Lease Agreement, dated as of December 1, 2001 (the "2001 Lease"); and

WHEREAS, the 2002 Project is leased by the Issuer to the Tenant, pursuant to a certain Lease Agreement, dated as of December 1, 2002 (the "2002 Lease"); and

WHEREAS, the 2003 Project is leased by the Issuer to the Tenant, pursuant to a certain Supplemental Lease No. 1, dated as of December 1, 2003 (the "2003 Supplemental Lease"), which supplements and amends the 2002 Lease; and

WHEREAS, the Tenant granted the Issuer a nonexclusive easement over and upon certain property on which the 2001 Project is located for a limited purpose pursuant to an Easement and Agreement, dated as of December 1, 2001 (the “2001 Easement”); and

WHEREAS, the Tenant granted the Issuer a nonexclusive easement over and upon certain property on which the 2002 Project is located for a limited purpose pursuant to an Easement and Agreement, dated as of December 1, 2002 (the “2002 Easement”); and

WHEREAS, the 2001 Bonds are payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of December 1, 2001 (the “2001 Indenture”), by and between the Issuer and First National Bank of Hutchinson, Hutchinson, Kansas, as Trustee (the “Trustee”), which Trust Estate includes a pledge of the 2001 Project and revenue received from the fees charged and Basic Rent received pursuant to the 2001 Lease; and

WHEREAS, the 2002 Bonds are payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of December 1, 2002 (the “2002 Indenture”), by and between the Issuer and the Trustee, which Trust Estate includes a pledge of the 2002 Project and revenue received from the fees charged and Basic Rent received pursuant to the 2002 Lease; and

WHEREAS, the 2003 Bonds are payable from the Trust Estate created pursuant to a certain Supplemental Trust Indenture No. 1, dated as of December 1, 2003 (the “2003 Supplemental Indenture”), which supplements and amends the 2002 Indenture, by and between the Issuer and the Trustee, which Trust Estate includes a pledge of the 2003 Project and revenue received from the fees charged and Basic Rent received pursuant to the 2003 Supplemental Lease; and

WHEREAS, the payment of the principal of and interest on the 2001 Bonds is guaranteed by the Tenant pursuant to the terms of a certain Guaranty Agreement, dated as of December 1, 2001; and

WHEREAS, the payment of a certain portion of the principal of and interest on the 2001 Bonds is also guaranteed by Ralph Vautravers and Randy Vautravers pursuant to the terms of a certain Individual Guaranty Agreement, dated as of December 1, 2001; and

WHEREAS, the payment of the principal of and interest on the 2002 Bonds is guaranteed by the Tenant pursuant to the terms of a certain Guaranty Agreement, dated as of December 1, 2002; and

WHEREAS, the payment of the principal of and interest on the 2003 Bonds is guaranteed by the Tenant pursuant to the terms of a certain Guaranty Agreement, dated as of December 1, 2003; and

WHEREAS, Section 16.1 of the 2001 Lease provides for the purchase of the 2001 Project by the Tenant upon the proper exercise of the Tenant’s option to purchase and the payment

(pursuant to Section 16.2) to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the 2001 Bonds, plus the payment to the City of \$1,000; and

WHEREAS, Section 16.1 of the 2002 Lease provides for the purchase of the 2002 Project and 2003 Project by the Tenant upon the proper exercise of the Tenant's option to purchase and the payment (pursuant to Section 16.2) to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the 2002 Bonds, plus the payment to the City of \$1,000; and

WHEREAS, all of the principal of and interest on the 2001 Bonds, 2002 Bonds, and 2003 Bonds have been paid in full upon their respective maturity dates; and

WHEREAS, the Tenant has provided notice of its election to purchase the 2001 Project, 2002 Project, and 2003 Project (collectively, the "Project") on or about December 20, 2013 (the "Closing Date"); and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of (1) a Bill of Sale, (2) a Termination and Release of Easements, (3) a Termination and Release of Leases, and (4) Satisfaction, Release and Discharge of Indentures in connection with the exercise by the Tenant of its option to purchase the Project.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the 2001 Lease, 2002 Lease, 2003 Supplemental Lease, 2001 Indenture, 2002 Indenture and 2003 Supplemental Indenture.

Section 2. Sale of the Project. The Issuer is hereby authorized to convey the Project to the Tenant upon satisfaction of the conditions contained in the 2001 Lease, 2002 Lease and 2003 Supplemental Lease, and upon receipt by the Issuer of the \$2,000 to which it is entitled pursuant to Section 16.2 of the 2001 Lease and the 2002 Lease.

Section 3. Authorization of Bill of Sale. The Issuer is hereby authorized to execute and deliver its Bill of Sale for the Project to the Tenant, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Bill of Sale before the governing body on this date.

Section 4. Authorization of Termination and Release of Easements. The Issuer is hereby authorized to execute and deliver a Termination and Release of Easements (the "Easement Termination") by and between the Tenant, the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Termination and Release of Easements before the governing body on this date.

Section 5. Authorization of Termination and Release of Leases. The Issuer is hereby authorized to execute and deliver a Termination and Release of Leases (the "Lease Termination") by and between the Tenant, the Issuer and the Trustee, upon satisfaction of the

conditions set forth in Section 2 hereof, and in substantially the same form as the Termination and Release of Leases before the governing body on this date.

Section 6. Authorization of Satisfaction, Release and Discharge of Indentures. The Issuer is hereby authorized to execute and deliver a Satisfaction, Release and Discharge of Indentures (the “Indenture Release”) by and between the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Satisfaction, Release and Discharge of Indentures before the governing body on this date.

Section 7. Execution of Documents. The Mayor or Vice-Mayor of the Issuer is hereby authorized and directed to execute the Bill of Sale, Easement Termination, Lease Termination, and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Vice-Mayor of the Issuer shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC Termination Statements. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Bill of Sale, Easement Termination, Lease Termination, and Indenture Release, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. Delivery of Documents. The Bill of Sale, Easement Termination, Lease Termination, and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in Section 2 of this Resolution.

Section 9. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Bill of Sale, Easement Termination, Lease Termination, and Indenture Release, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 10. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 3rd day of December, 2013.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary Rebenstorf, City Attorney

SATISFACTION, DISCHARGE AND RELEASE OF INDENTURES

THIS SATISFACTION, DISCHARGE AND RELEASE OF INDENTURES dated the 20th day of December, 2013, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”), and First National Bank of Hutchinson, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with its principal office located in the City of Hutchinson, Kansas (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer previously had Outstanding its (i) Taxable Industrial Revenue Bonds, Series XII, 2001 (Rand Graphics, Inc.) (the “2001 Bonds”), (ii) Taxable Industrial Revenue Bonds, Series X, 2002 (Rand Graphics, Inc.) (the “2002 Bonds”), and (iii) Taxable Industrial Revenue Bonds, Series IX, 2003 (Rand Graphics, Inc.) (the “2003 Bonds”); and

WHEREAS, the 2001 Bonds were secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of, a Trust Indenture, dated as of December 1, 2001 (the “2001 Indenture”), by and between the Issuer and the Trustee; and

WHEREAS, the 2002 Bonds and 2003 Bonds were secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of, a Trust Indenture, dated as of December 1, 2002, (the “2002 Indenture”) as supplemented and amended by a Supplemental Indenture No. 1, dated as of December 1, 2003, (the “2003 Supplemental Indenture”) all by and between the Issuer and the Trustee; and

WHEREAS, all of the principal of and interest on the 2001 Bonds, 2002 Bonds, and 2003 Bonds (collectively, the “Bonds”) have been paid in full upon their respective maturity dates; and

WHEREAS, in connection therewith, it is necessary to provide for the release and discharge of the liens of the 2001 Indenture, 2002 Indenture, and the 2003 Supplemental Indenture (collectively, the “Indentures”) upon their respective Trust Estates (excepting their lien upon such monies as are deposited with Trustee for the purposes of paying the principal of, interest, and applicable redemption premium, on all the Bonds).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the special obligations of the Issuer under the terms of the Indentures are hereby deemed satisfied and discharged and the liens of the Trustee upon the Trust Estates are hereby terminated and released. Accordingly, the covenants and agreements of the Issuer and the Trustee are hereby terminated and of no further force or effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of December 20, 2013.

CITY OF WICHITA, KANSAS

[seal]

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of December, 2013, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

FIRST NATIONAL BANK OF HUTCHINSON
Hutchinson, Kansas

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF RENO)

BE IT REMEMBERED, that on this ____ day of December, 2013, before me, a notary public in and for said city and state, came _____, _____ of First National Bank of Hutchinson, Hutchinson, Kansas, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year least above written.

Notary Public

My Appointment Expires:

TERMINATION AND RELEASE OF EASEMENTS

THIS TERMINATION AND RELEASE OF EASEMENTS (“Termination”) is made and entered into as of December 20, 2013, by and between the City of Wichita, Kansas, a municipal corporation (the “Issuer”) and Rand Graphics, Inc, a Kansas corporation (the “Tenant”).

WHEREAS, the Issuer previously had outstanding its (i) Taxable Industrial Revenue Bonds, Series XII, 2001 (Rand Graphics, Inc.), (ii) Taxable Industrial Revenue Bonds, Series X, 2002 (Rand Graphics, Inc.), and (iii) Taxable Industrial Revenue Bonds, Series IX, 2003 (Rand Graphics, Inc.) (collectively, the “Bonds”); and

WHEREAS, in connection with the Bonds, the Tenant heretofore granted the Issuer certain nonexclusive easements over and upon the real property described on Exhibit A attached hereto (the “Premises”) for a limited purpose pursuant to an Easement and Agreement, dated as of December 1, 2001 (the “2001 Easement”), notice of which 2001 Easement was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 14, 2001 at Film 2343, Page 0216, and an Easement and Agreement, dated as of December 1, 2002 (the “2002 Easement”), notice of which 2002 Easement was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 16, 2002 at Film 2591, Page 2143; and

WHEREAS, pursuant to a Lease Agreement, dated as of December 1, 2001, and a Lease Agreement, dated as of December 1, 2002, as supplemented and amended by a Supplemental Lease No. 1, dated as of December 1, 2003, all by and between the Issuer and the Tenant, the Tenant has exercised its option to purchase the equipment purchased, financed, and refinanced with the proceeds of the Bonds; and

WHEREAS, all of the principal of and interest on the Bonds have been paid in full upon their respective maturity dates.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the 2001 Easement and 2002 Easement, and all rights granted thereunder, are hereby terminated and released in all respects, and that the 2001 Easement and 2002 Easement are hereby null, void and no longer of any further force or effect.

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: J.T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of December 20, 2013.

CITY OF WICHITA, KANSAS

[seal]

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of December, 2013, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

RAND GRAPHICS, INC.

By _____
Randy Vautravers, President

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on this ____ day of December, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Randy Vautravers, President of Rand Graphics, Inc. on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said limited liability company in his capacity as President.

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:

EXHIBIT A
Legal Description of Premises

The following described real estate located in the City of Wichita, Sedgwick County, Kansas, to wit:

- (i) Lot 1, Block 1, A.M. F. Addition, Wichita, Sedgwick County, Kansas;
- (ii) Lot 1, Block 1, Vautravers Addition, Wichita, Sedgwick County, Kansas;
- (iii) Lot 1, McMillan Second Addition and Lot 1, Rand Addition, Wichita, Sedgwick County, Kansas.

TERMINATION AND RELEASE OF LEASES

THIS TERMINATION AND RELEASE OF LEASES dated the 20th day of December, 2013, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”); Rand Graphics, Inc., a Kansas corporation (the “Tenant”); and First National Bank of Hutchinson, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with its principal office located in the City of Hutchinson, Kansas (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer heretofore leased to the Tenant certain personal property pursuant to (i) a Lease Agreement, dated as of December 1, 2001, (the “2001 Lease”), by and between the Issuer and the Tenant, notice of which 2001 Lease was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 14, 2001 at Film 2343, Page 0208, and (ii) a Lease Agreement, dated as of December 1, 2002 (the “2002 Lease”), as supplemented and amended by a Supplemental Lease No. 1, dated as of December 1, 2003 (the “2003 Supplemental Lease”), each by and between the Issuer and the Tenant, notice of which 2002 Lease was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 16, 2002 at Film 2591, Page 2155, and notice of which 2003 Supplemental Lease was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 18, 2003 at Film 2843, Page 1184; and

WHEREAS, the Issuer assigned certain rights to the Trustee in connection with (i) the 2001 Lease pursuant to an Assignment of Lease which was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 14, 2001 at Film 2343, Page 0211, (ii) the 2002 Lease pursuant to an Assignment of Lease which was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 16, 2002 at Film 2591, Page 2150, and (iii) the 2003 Supplemental Lease pursuant to an Assignment of Supplemental Lease which was duly recorded with the Register of Deeds of Sedgwick County, Kansas on December 18, 2003 at Film 2843, page 1187; and

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: J. T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

WHEREAS, the property interests covered by the 2001 Lease, 2002 Lease, and 2003 Supplemental Lease (collectively, the “Leases”) consist of the property more specifically described in Schedule I attached hereto and incorporated hereby (the “Project”); and

WHEREAS, the Issuer previously had outstanding its (i) Taxable Industrial Revenue Bonds, Series XII, 2001 (Rand Graphics, Inc.), (ii) Taxable Industrial Revenue Bonds, Series X, 2002 (Rand Graphics, Inc.), and (iii) Taxable Industrial Revenue Bonds, Series IX, 2003 (Rand Graphics, Inc.) (collectively, the “Bonds”) pursuant to a Trust Indenture, dated as of December 1, 2001, and a Trust Indenture, dated as of December 1, 2002, as supplemented and amended by a Supplemental Indenture No. 1, dated as of December 1, 2003, all by and between the Issuer and the Trustee (collectively, the “Indentures”); and

WHEREAS, all of the principal of and interest on the Bonds have been paid in full upon their respective maturity dates; and

WHEREAS, in accordance with the terms of the Leases, the Tenant has exercised its option to purchase the Project; and

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Leases.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Leases are hereby terminated and released.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of December 20, 2013.

CITY OF WICHITA, KANSAS

[seal]

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of December, 2013, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

RAND GRAPHICS, INC.

By _____
Randy Vautravers, President

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on this ____ day of December, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Randy Vautravers, President of Rand Graphics, Inc. on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said limited liability company in his capacity as President.

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:

FIRST NATIONAL BANK OF HUTCHINSON
Hutchinson, Kansas

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF RENO)

BE IT REMEMBERED, that on this ____ day of December, 2013, before me, a notary public in and for said city and state, came _____, _____ of First National Bank of Hutchinson, Hutchinson, Kansas, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year least above written.

Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO LEASE

THE LAND. (a) An easement over and appurtenant to the following described real estate located in the City of Wichita, Sedgwick County, Kansas, to wit:

- (i) Lot 1, Block 1, A.M. F. Addition, Wichita, Sedgwick County, Kansas;
- (ii) Lot 1, Block 1, Vautravers Addition, Wichita, Sedgwick County, Kansas;
- (iii) Lot 1, McMillan Second Addition and Lot 1, Rand Addition, Wichita, Sedgwick County, Kansas.

THE IMPROVEMENTS. (b) All machinery, equipment and other property purchased with Bond proceeds constituting "Improvements" as referred to in said Leases and said Indentures, and more specifically but not exclusively described as follows:

2001 Project

All machinery, equipment and other property all or a portion of which were purchased, financed, or refinanced with proceeds of certain City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2001 (Rand Graphics, Inc.) constituting the "Improvements" as referred to in a certain Lease Agreement, dated as of December 1, 2001, by and between the Grantor and the Grantee and said Indenture, and more specifically but not exclusively described as follows:

CreoScitex Trendsetter, Technotrans Incline retrofit, Sewing Machine, Electric Pallet Jack, Yale Forklift, shelving, Automatic Shrinkwrap, copiers and 8-color Heidelberg CD Press.

2002 Project

All machinery, equipment and other property all or a portion of which were purchased, financed, or refinanced with proceeds of certain City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series X, 2002 (Rand Graphics, Inc.) constituting the "Improvements" as referred to in a certain Lease Agreement, dated as of December 1, 2002, by and between the Grantor and the Grantee and said Indenture, and more specifically but not exclusively described as follows:

5/Color M&R Processor, Fuji Finalproof A-2, Polar 155ED 61" Paper Cutter Polar Jogger RA-6, Standard VAC100A Horizon Tower Collator and Refurbish Harris 78" Press.

2003 Project

All machinery, equipment and other property all or a portion of which were purchased, financed, or refinanced with proceeds of certain City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2003 (Rand Graphics, Inc.) constituting the "Improvements" as referred to in a certain Supplemental Lease No. 1, dated as of December 1, 2003, by and between the Grantor and the Grantee and said Indenture, and more specifically but not exclusively described as follows:

Heidelberg CD74 6-color (23-1/2 x 29 1/8) Offset Press, with coating system, including all standard equipment. Also including the following:

1. Extra delivery system
2. UV Preparation
3. Curestar Hybridpeg (3 interdocks, EOP, Drystar, Combistar)
4. Tresu – L30 Dual-Chamber Coating Pump
5. Combi Rollers
6. Remote Service
7. Simco Sheet Cleaner
8. Techno Trans Inkmove
9. Beta UV Chiller

Model 112 Hot Air Rotary Heat Sealer, Serial #1003-1165

The property described in paragraphs (A) and (B) above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of the Leases, constituting the "Project" as referred to in both the Leases and the Indentures.

CITY OF WICHITA
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Sale of City Property at 2101 South Mosley (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In 2003 the City acquired the various parcels owned by Kice Industries in the vicinity of Mead and the Union Pacific rail corridor as part of a rail grade separation project. One of the parcels acquired was located at 2101 South Mosley. At the time of acquisition, the property was improved with a single-family residence that was not in habitable condition. The structure was subsequently removed. The parcel is located outside the construction limits of the proposed project. The parcel has 7,500 square feet and is zoned residential. The owner of the adjacent residential property has approached the City about acquiring the lot.

Analysis: The City has received an offer of \$1,000 (\$.13 per square foot) for the site. The buyer intends to fence the lot and incorporate it into his adjacent property. Since the lot is undeveloped but still has a driveway, there have been ongoing problems with illegal dumping on the property. Additionally, there are issues with trees on the property overhanging the adjacent property.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Legal Considerations: The Law Department has approved the contract 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 SALE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2013 by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Ignacio Lopez Carrillo, a single person, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit: Lots 1 and 3, in Cox's Subdivision of Kinkaid's Second Addition to the City of Wichita Sedgwick County, Kansas.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of One Thousand Dollars and No Cents (\$1,000.00) in the manner following to-wit: cash at closing.
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the cost of the commitment to insure and the title insurance policy will be paid equally by Buyer and Seller.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises in the same condition as it is now, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 31, 2013.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. The parties covenant and agree that except for closing, title insurance and commissions

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.

12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade 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.

13. 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. Commercial Billboards

14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

SELLER

By Direction of the City Council

Ignacio Lopez Carrillo

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



2101 South Mosley



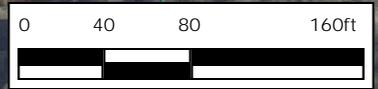
- Identified Features
- Property Parcels
- Sewer Lines
- Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Parks
- Airports

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City Limits

- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the K-96/Greenwich Road Interchange Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt the resolution and place the ordinance on first reading.

Background: On October 16, 2012, the City Council approved the design concept to improve the K-96/Greenwich Road Interchange. The project will require the partial acquisition of 10 properties. The tracts within the project corridor are a mixture of retail and undeveloped parcels. The proposed road improvement project includes completion of the interchange at K-96 and Greenwich Road to allow access to eastbound K-96 and access from westbound K-96, signalization of the interchange intersections and the intersection of Greenwich Road and Greenwich Village as well as turn lanes. The project requires the partial acquisition of 11 properties. The tracts within the project corridor consist of commercial buildings and undeveloped tracts.

Analysis: The project impacts 11 parcels. To date, 10 tracts have been acquired or are under contract. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners and continue to work to clear title issues. As agreements are reached or title is cleared, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with General Obligation Bonds.

Legal Considerations: The City is authorized by law to commence eminent domain proceedings to acquire these properties.

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

Attachments: Tract list, condemnation resolution and condemnation ordinance.

PUBLISHED IN THE WICHITA EAGLE ON

RESOLUTION NO. 13-227

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH PLANNED IMPROVEMENT OF THE GREENWICH ROAD AND HIGHWAY K-96 INTERCHANGE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized certain improvements for the Greenwich Road/Highway K-96 interchange project in the City of Wichita; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

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

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with the chemical sewer odor control site at 2300 North Broadway.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of December, 2013.

CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

PUBLISHED IN THE WICHITA EAGLE ON December 13, 2013

ORDINANCE NO. 49-619

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE IMPROVEMENT OF THE GREENWICH ROAD/HIGHWAY K-96 INTERCHANGE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the improvement of the Greenwich Road/Highway K-96 Interchange in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

Beginning at the Western most Southwest corner of Lot 10, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence North, along the West line of said Lot 10, a distance of 129.00 feet to the Northwest corner of said Lot 10; thence East, along the North line of said Lot 10, a distance of 20.00 feet; thence Southwesterly for a distance of 86.31 feet to a point 5 feet East of said West line; thence South, parallel with said West line, a distance of 44.00 feet to the South line of said Lot 10; thence West, along said South line, a distance of 5.00 feet to the point of beginning, containing 0.029 acres (1,282.50 sq. ft.), more or less.

Temporary construction easement for driveway, drainage and road construction in and to the following-described tracts, to-wit:

Commencing from the Western most Southwest corner of Lot 10, Block 1, Village At Greenwich Addition to Wichita, Sedgwick County, Kansas; thence East, along the South line of said Lot 10, a distance of 5.00 feet to the point of beginning; thence

continuing East, along said South line, a distance of 20.00 feet; thence North, parallel with the West line of said Lot 10, a distance of 129.00 feet to the North line of said Lot 10; thence West, along said North line, a distance of 5.00 feet; thence Southwesterly for a distance of 86.31 feet to a point 5 feet East of said West line; thence South, parallel with said West line, a distance of 44.00 feet to the point of beginning, containing 0.045 acres (1,942.50 sq. ft.), more or less.

Said easement will be for a term of three years or 60 days after project completion, whichever is earlier. Access shall be available to the subject properties throughout the easement term.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 10th day of, December 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Greenwich Road and K-96 Interchange project

Acquisition Status

| <u>Tract</u> | <u>Property Address</u> | <u>Owner</u> | <u>Take Size</u> | <u>Type</u> | <u>Status</u> |
|--------------|-------------------------|--------------------------------|---------------------------------|---------------|---------------|
| 3 - 8 & 13 | NE/s Greenwich & 21st | Greenwich Investment Group LLC | 9,624.6 sf ROW, 28,617.60 sf TE | Vacant Land | Pending |
| 9 | 2350 N. Greenwich | Greenwich Investment Group LLC | 1,803.9 sf ROW. 2,092.34 sf TE | Retail Center | Pending |
| 10 | | North Greenwich Properties LLC | 1,185 sf ROW, 2,700 sf TE | Vacant Land | Pending |
| 11 | 2424 N. Greenwich | ARC BFWCHKS001 | 1,282.5 sf ROW, 1,942.50 sf TE | Retail | |
| 12 | 2621 N. Greenwich | Star Lumber | 2,366.71 sf ROW, 1,999.97 sf TE | Retail Center | Closed |

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council
SUBJECT: 2014 Victims of Crime Act (VOCA) Grant
INITIATED BY: Police Department
AGENDA: Consent

Recommendation: Approve the 2014 grant award.

Background: The Federal Victims of Crime Act (VOCA) Crime Victim Assistance grant program is administered by the Kansas Governor's Federal Grants Program. In 2001, the City Council approved the initial grant application for VOCA funding, which established a Victim Assistance Unit (VAU) in the Wichita Police Department. The 2013 grant approved by Council on November 6, 2012, provides funding for one VAU Program Coordinator position. The Program Coordinator is responsible for providing direct victim assistance and coordination with established community resources. The Program Coordinator works closely with several victim service agencies, including the Wichita Area Sexual Assault Center, YWCA Women's Crisis Shelter, Catholic Charities, U.S. Attorney's Victim Assistance Office, District Attorney's Victim/Witness staff, and Assistant District Attorneys.

Analysis: The VAU is responsible for facilitating a coordinated response to the needs of crime victims and developing and implementing internal and external training programs. Victim assistance is focused on the primary and secondary victims of violent crime, including death cases and elderly burglary victims. The VAU has been instrumental in working with the Wichita Police Department's violent crimes and burglary section to assist victims with restoring stability to their lives, and aiding in the reduction of secondary victimization. The grant funding is for the continuation of the Victim Assistance Unit for Federal FY 2014, beginning October 1, 2013 through September 30, 2014.

Financial Considerations: The total grant request is \$88,759; 80 percent (\$71,007) provided by VOCA funding and a 20 percent (\$17,752) local match requirement, which is budgeted in the General Fund.

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

Recommendations/Actions: It is recommended that the City Council approve the 2014 Victims of Crime grant award.

Attachments: 2014 VOCA Grant Award & Assurances.

November 15, 2013

Ms. Debbie Nguyen
City of Wichita Police Department
455 N. Main
Wichita, KS 67202

Dear Ms. Nguyen:

Congratulations! I am pleased to inform you that the agency will receive a grant award from the Federal Victims of Crime Act (VOCA) grant program. These grant funds will assist the agency in providing effective services for victims of crime. During the most recent state fiscal year, VOCA grant projects provided direct services to more than 32,000 crime victims throughout Kansas and I look forward to partnering with you in the coming months to ensure that these services continue to reach those who need it most.

Two important documents are included in this notification, the Grant Assurances and the Reporting Requirements. In order to process the grant award, please print a copy of the Grant Assurances following this letter. Read and initial each page and have the required individuals sign the Grant Assurances. The signed copy must be returned to the Kansas Governor's Grants Program by email to kim.gerety@ks.gov or by mail to 900 SW Jackson Street, Room 304 North, Topeka, KS 66612-1220. This document must be returned by **November 27, 2013**.

The Reporting Requirements also are attached. All reports are required to be submitted through the Grant Portal. The Reporting Requirements provide the procedures and instructions for managing the VOCA grant award.

Kay Steward is the agency's primary contact regarding the VOCA grant program. She can be reached by email at kay.steward@ks.gov or by phone at 785-291-3205.

Please do not hesitate to contact my office if you have any questions. Thank you for all your hard work and dedication on behalf of crime victims in Kansas.

With Warm Regards,



Sam Brownback
Governor

KANSAS GOVERNOR'S GRANTS PROGRAM
Federal Victims of Crime Act Victim Assistance Program
Grant Assurances for Fiscal Year 2014

The grant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Victims of Crime Act (hereinafter "VOCA"), as established by 42 U.S.C. §10601 *et seq.* and amendments thereto for the period beginning October 1, 2013 and ending September 30, 2014. The grant funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Governor's Grants Program (hereinafter "KGGP") and used to provide crime victim assistance programs as allowed by 42 U.S.C. §10601 *et seq.* and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KGGP. All terms of the grant award are non-negotiable by the Subgrantee.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal Victims of Crime Act Victim Assistance Program is 16.575. This document contains information specific to this federal grant program.

The grant awarded to **City of Wichita Police Department** (hereinafter "Subgrantee") is for the total amount of **\$88,759**. The portion of the grant award funded by the VOCA grant award (80% of the total grant project) is **\$71,007**. The portion of the grant award that must be funded by the Subgrantee (20% non-federal cash or in-kind match) is **\$17,752**. The use of non-federal match is restricted to the same guidelines, purposes, and allowable costs as the federal funds.

The grant project number for this grant award is 14-VOCA-32.

With acceptance of this grant award, the Subgrantee agrees to the following:

1. **AWARD PERIOD:** This grant award is for the period October 1, 2013 to September 30, 2014. The Subgrantee shall not allocate any expenditure made or incurred prior to October 1, 2013 or after September 30, 2014 to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award obligations must be paid within 30 days following the end of the grant award period.
2. **APPROVED PURPOSES:** Grant funds awarded as a result of the Subgrantee's grant application shall be expended only for the purpose approved by the KGGP and in accordance with any terms and conditions the KGGP attaches to the grant award. The Subgrantee shall not use grant funds to supplant federal, state, or local funds that would otherwise be available for crime victim services.

The Subgrantee shall not use grant funds to make direct payments to any crime victim or a dependent of any crime victim.

Grant funds shall not be used for research or fundraising projects. Grant funds shall not be used for construction and/or purchase of land. Grant funds shall be used exclusively for VOCA activities and shall not be used to pay debts or expenses incurred by other

activities beyond the scope of the approved VOCA project. All expenditures shall be directly linked to the VOCA program; indirect costs are not allowed.

The Subgrantee shall not use grant funds, either directly or indirectly, to support the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

3. **SOLICITATION:** The Subgrantee shall be in compliance with the specifications outlined in the solicitation under which the approved application was submitted. The terms and conditions of the VOCA solicitation are hereby incorporated by reference into this award.
4. **COMPLIANCE WITH REGULATIONS, POLICIES, AND PROCEDURES:** The Subgrantee shall comply with all applicable state and federal laws and regulations, including, but not limited to, provisions of the VOCA grant program, the provisions of 28 C.F.R. applicable to grants, the Federal Program Guidelines for VOCA, the VOCA Program Guidelines and Reporting Requirements as established by the KGGP, and the requirements of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide, effective edition, found at www.ojp.usdoj.gov/financialguide/index.htm.
5. **USE OF VOLUNTEERS:** The Subgrantee shall use volunteers unless the Subgrantee formally requests a volunteer waiver and the KGGP determines that the Subgrantee has proven that a compelling reason exists to waive this requirement.
6. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the Federal VOCA Program or those set by the KGGP.
7. **DUNS and SAM:** The Subgrantee shall maintain a valid DUNS (Data Universal Numbering System) profile. Further, the Subgrantee shall maintain an active registration status in the U.S. System for Award Management (SAM) at www.sam.gov.
8. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP-sponsored training or technical assistance events as required by the KGGP.
9. **SERVICE FEES:** The Subgrantee shall not charge a fee of any kind for any service provided under this grant award. The Subgrantee shall not generate income of any kind through services funded with VOCA grant funds without the prior express written approval of the KGGP.
10. **DISSEMINATION OF CRIME VICTIMS' RIGHTS INFORMATION:** The Subgrantee assures that services and assistance provided by VOCA-funded staff and volunteers to crime victims shall include the dissemination of crime victims' rights information, including the statutory rights of crime victims and crime victim compensation. VOCA-funded staff and volunteers shall receive information and training on crime victim compensation and on all applicable laws pertaining to crime victims' rights.

11. **PERSONNEL INFORMATION:** Job descriptions and compensation, including salary/wages and bonuses, for all grant-funded staff shall be maintained by the Subgrantee and available for review by the KGGP. These grant funds shall be utilized for the provision of approved services only and the job descriptions must reflect this requirement.
12. **TIME AND ACTIVITY:** The Subgrantee shall keep daily time and activity records for all staff funded by this grant project that document the services and grant projects that the staff person worked on and the time spent providing the services or programs. Such time and activity records must account for 100 percent of staff time regardless of the percentage funded by this VOCA award. The Subgrantee shall use the time and activity records to distribute actual payroll and related fringe benefits costs to each funding source for each pay cycle accordingly. Time and activity records shall be signed by the staff member and supervisor and shall be kept and compiled in the grant files and the employees' files.

These requirements extend to outside employees and persons who will perform contractual work. Subgrantees shall keep time and activity documentation in hourly increments for contractors providing direct client services, training, or consulting funded by this grant project. For agency contracts entered into for operating costs including, but not limited to, janitorial services, website services, technology services, and maintenance, Subgrantees are required to retain copies of contracts and/or invoices but are not required to maintain detailed time and activity records.

13. **ACCOUNTING:** The Subgrantee assures that grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KGGP prescribes shall be employed to ensure fiscal control, proper management, and proper expenditure of grant funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly associated with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means that at a minimum:
 - (a) the Subgrantee shall keep records that segregate the grant funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;
 - (b) the Subgrantee shall keep supporting documentation for all direct costs charged to this grant project. This includes payroll reports, time and activity records, invoices, and other financial documentation for all paid expenses; the portion of the grant project supplied by other sources of revenue; contracts for services; and other records that facilitate an effective compliance review; and
 - (c) the Subgrantee shall adhere to the applicable administrative requirements, cost principles, and common rules as referenced in the Federal Office of Justice Programs Financial Guide, effective edition.

14. **AUDIT REQUIREMENTS:** The Subgrantee assures to comply with organizational audit requirements of OMB Circular A-133 and shall forward to the KGGP a copy of the audit report(s) related to expenditure of these VOCA funds. The Subgrantee shall include the expenditure of these VOCA funds in the Schedule of Expenditures of Federal Awards (SEFA) and data collection form.
15. **RECORDS:** The Subgrantee assures that all records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP, as well as Federal personnel. The Subgrantee assures that all financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the closeout of the grant award.

The Subgrantee shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of activities within this project.

16. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project shall continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by VOCA. The Subgrantee assures that services provided that utilize the equipment purchased by this grant program shall continue to be reported to the KGGP annually for as long as the equipment is used. The Subgrantee assures that, to the extent practicable, all equipment and products purchased with grant funds shall be American made.
17. **FOOD AND/OR BEVERAGE:** The Subgrantee shall not use any portion of these funds, either directly or indirectly, to purchase food and/or beverage for any meeting, conference, training, or other event. This restriction does not apply to direct payments of per diem amounts to Subgrantee staff in a travel status under the Subgrantee's travel policy.
18. **DIRECT VICTIM ASSISTANCE:** The Subgrantee shall use "Direct Assistance to Victims" funds only for the immediate health and safety of crime victims. Written documentation to support the use of these funds for this purpose must be maintained. Further, the Subgrantee assures that gift cards will not be provided directly to victims as a substitute for cash.
19. **CONFIDENTIALITY:** The Subgrantee assures that procedures have been or will be developed to ensure the confidentiality of records pertaining to persons receiving assistance or services from any Subgrantee grant project assisted by VOCA. The Subgrantee shall comply with all applicable federal and state confidentiality laws, including, but not limited to, the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11383 and amendments thereto.
20. **PUBLISHED MATERIAL:** All issued statements, publicity releases, or other documents describing the funded grant projects, as well as all materials developed or

published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

“This grant project is supported by subgrant number 14-VOCA-32 awarded by the Federal Office for Victims of Crime as administered by the Kansas Governor’s Grants Program. The opinions, findings, conclusions, or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice.”

The Subgrantee assures that two copies of all materials published with funds from this grant award shall be submitted to the KGGP at least 30 days prior to publication. Similarly, the Subgrantee shall submit two copies of all training information including training dates, agendas and handout materials funded by this grant award to the KGGP at least 30 days prior to the training dates.

- 21. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The Subgrantee assures that it has formulated an equal employment opportunity plan (EEO) if required by federal and state law. The Subgrantee assures that it has provided to the KGGP the name of a civil rights person who has lead responsibility for ensuring that all applicable civil rights requirements are met. This person shall act as a liaison for civil rights issues with the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

The Subgrantee shall complete the Federal Office of Civil Rights’ Certification Form and submit it to the KGGP. The Certification Form must be received by the KGGP before the Subgrantee is allowed access to VOCA funds.

The Subgrantee acknowledges that failure to submit an acceptable EEO may result in suspension or termination of funding until such time as the Subgrantee is in compliance.

- 22. CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the Victims of Crime Act; the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990), as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39 administrative requirements; and 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Programs policies and procedures regarding the protection of human research subjects.

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on

the grounds of race, color, religion, national origin, sex, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

23. **EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for explicitly religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in explicitly religious activities, but such activities must be separate in time or place from the grant-funded program and participation in such activities by individuals receiving services from the Subgrantee must be voluntary.
24. **LIMITATION ON LOBBYING ACTIVITIES:** The Subgrantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior approval of the Federal Office of Justice Programs or the KGGP.
25. **LIMITED ENGLISH PROFICIENCY:** The Subgrantee assures that procedures have been or will be developed to ensure meaningful access by persons with limited English proficiency who are eligible for assistance or services from any Subgrantee program assisted under VOCA.

For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* at 67 C.F.R. 41455 (June 18, 2002) or www.lep.gov.

26. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
27. **HISTORIC PRESERVATION:** The Subgrantee assures compliance with the National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*, Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470, Executive Order 11593, and the Archeological and Historic Preservation Act of 1966, 16 U.S.C. §569 a-1 *et seq.* The Subgrantee shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
28. **NATIONAL ENVIRONMENTAL POLICY ACT:** The Subgrantee assures compliance with the National Environmental Policy Act (NEPA) and other related federal environmental impact analysis requirements in the use of these grant funds. The

Subgrantee understands that this applies to new activities whether or not they are being specifically funded by these grant funds. That is, as long as the activity is being conducted by the Subgrantee and the activity needs to be undertaken in order to use these grant funds, this assurance must first be met. The Subgrantee shall notify the KGGP prior to any of the activities taking place. The activities covered by this provision are:

- a. New Construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland or a habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee assures it will cooperate with the Federal Office of Justice Programs (OJP) in any preparation by OJP of a national or program environmental assessment of the funded program activity.

29. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
30. **INSURANCE:** The KGGP shall not purchase any insurance against loss or damage to any personal property purchased with grant funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant funds.
31. **ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant performance period if the KGGP determines that the agency is a high-risk Subgrantee.
32. **MISUSE OF GRANT FUNDS:** The Subgrantee understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.
33. **FRAUD, WASTE, AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other

person has submitted a false claim for VOCA grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving VOCA grant funds. Potential fraud, waste, abuse, or misconduct should be reported to:

Office of the Inspector General AND
U.S. Department of Justice
Investigations Division
950 Pennsylvania Ave, N.W.
Room 4706
Washington, DC 20530
oig.hotline@usdoj.gov
Hotline: 800-869-4499
Hotline Fax: 202-616-9881

Kansas Governor's Grants Program
Landon State Office Bldg, Room 304 North
900 SW Jackson Street
Topeka, KS 66612-1220

34. **UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unobligated grant funds on hand within 10 business days after the final Financial Status Report is due.
35. **CORRESPONDENCE AND REPORTS:** All correspondence, reports, and other documentation required by this grant shall be submitted through the Kansas Governor's Grants Program Grant Portal at <https://www.kansas.gov/grants/index.do>, with the exception of the Grant Assurances. Grant Assurances shall be signed, scanned, and emailed to kim.gerety@ks.gov or mailed to the **Kansas Governor's Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220.**
36. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KGGP may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.
37. **RIGHT TO TERMINATE:** The KGGP reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or terms and conditions of the grant assurances. Further, the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.
38. **SPECIAL CONDITION(S):**
 - (a) **The Subgrantee assures that a minimum of one VOCA-funded staff member attends the Annual Crime Victims' Rights Conference each fiscal year.**

- (b) The Subgrantee shall attend a webinar training regarding the Grant Assurances and Reporting Requirements at 1:30 pm, November 21, 2013. Failure to participate in the webinar could result in the interruption or suspension of the grant award. The KGGP will email access instructions to the Subgrantee primary contact.
- (c) The Subgrantee shall revise the Health Insurance description field in the Grant Portal to provide a detailed calculation that reflects how the expense is incurred by the agency, no later than December 9, 2013.
- (d) The Subgrantee shall revise the grant project budget in the Grant Portal no later than December 9, 2013, to 1) remove the NOVA Conference from the Conferences/Workshops line item, 2) reduce the Contractual Services budget category to no more than \$1,800, and 3) reduce VOCA project line items as follows:

| | |
|----------------------|------|
| Supplies | 350 |
| Postage | 88 |
| Printing | 600 |
| Victim Resource Fund | 684. |

39. REQUIRED SIGNATURE:

Signature of Authorized Certifying Official Date

Type or Print Name of Authorized Certifying Official

Title

Address (Street, City, State, Zip Code)

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council
SUBJECT: 2014 Organized Crime Drug Enforcement Task Force (OCDETF)
INITIATED BY: Police Department
AGENDA: Consent

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

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

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

Financial Considerations: No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime money that may be expended on a single OCDETF investigation or strategic initiative in a single fiscal year may not exceed \$50,000. On average, Wichita Police Department receives \$10,000 per case to reimburse overtime costs for employees assisting on OCDETF investigations and there is no local match requirement. Any unused funds are returned to DEA.

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

Recommendations/Actions: It is recommended that the City Council approve continued annual participation in the OCDETF program and the established annual OCDETF budgets.

Attachments: None.

CITY OF WICHITA
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Utility Permit across City-Owned Property at South Lake Park (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the utility permit agreement.

Background: Westar Energy, doing business as Kansas Gas and Electric (Westar), is rebuilding a 69kV transmission line that runs from the Murray-Gill plant at 55th Street South and Hoover to the MacArthur Sub-station. Part of the line crosses South Lake Park along 47th Street South. Westar has existing poles in the area and needs to upgrade them. To accomplish the reconstruction, Westar requires a strip approximately 27.5 feet wide and containing approximately 38,768 square feet.

Analysis: Westar offered \$25,000 (\$.64 per square foot) for the required area. The County has the City parcel valued at \$1 per square foot although it is tax exempt. Similar parcels in proximity to the City parcel have County values of \$.01 to \$.06 per square foot. The use will be granted by a permit. If future road expansion requires the relocation of these lines, Westar will move them at its own expense. The Park Board approved the permit at its November 18, 2013 meeting.

Financial Considerations: The City shall receive \$25,000 for the easements.

Legal Considerations: The Law Department has approved the utility permit agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the permit and authorize all necessary signatures.

Attachments: Tract maps, aerials, and utility permit agreement.



Southlake



- Identified Features
- Property Parcels
- Roads**
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Airports
- SDERASTER.S-
DEDATA.ORTH-
O1FT
- SDERASTER.S-
DEDATA.ORTH-
O
- City Limits**
 - Andale
 - Bel Aire
 - Bentley
 - Cheney
 - Clearwater
 - Colwich
 - Derby
 - Eastborough
 - Garden Plain
 - Goddard
 - Haysville
 - Kechi
 - Maize
 - Mount Hope
 - Mulvane

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Powered By GeoSmart.n



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

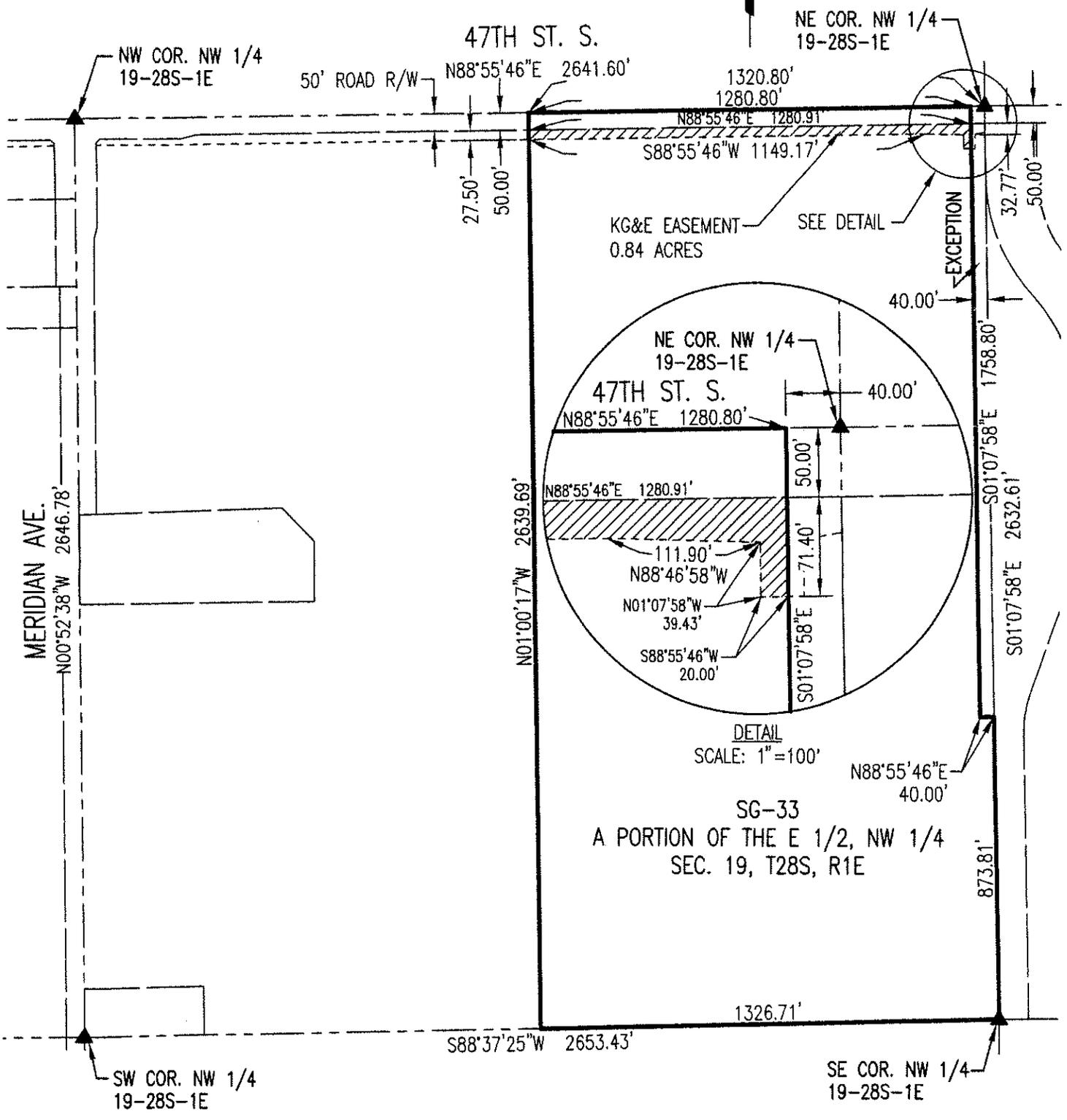


LEGEND

- = SECTION LINE
- = PROPERTY LINE
- - - = EASEMENT LINE
- ▲ = SECTION CORNER

EXHIBIT A

47TH ST. S.



PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

| | | | |
|--|---|------------|--------------------|
| 69.46 GILL EAST TO MACARTHUR TRANSMISSION LINE | | | |
| COUNTY | OWNER | TRACT. NO. | PROJ. NO. 12-038 |
| SEDGWICK | THE CITY OF WICHITA, A MUNICIPAL CORPORATION | SG-33 | DATE: JUNE 3, 2013 |

Westar Energy

**CITY OF WICHITA
UTILITY PERMIT AGREEMENT
USE OF PUBLIC PROPERTY**

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between The City of Wichita, Kansas (hereinafter referred to as the "City") and Kansas Gas and Electric Company ("Licensee") 818 Kansas Avenue, Topeka KS 66612

WHEREAS, the Licensee requests permission and authority from the City to perform certain work, related to installation, operation, maintenance, location or removal of the Licensee's facilities, described as follows (the "Work"):

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 in, along, under, across, and over certain lands owned by the City and described as follows:

SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF

together with the privilege of ingress to and egress from the above described land and contiguous land owned by City for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Licensee's lines which shall be located upon the land specifically described above.

the Licensee shall have the further privilege 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. the Licensee shall have the further privilege 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 City.

CITY HEREBY APPROVES THE LOCATION OF ALL PROPOSED POLES, GUYS, AND ANCHORS. LICENSEE MAY NOT ALTER THE LOCATION OF THE APPROVED FACILITIES NOR PLACE ANY NEW FACILITIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE CITY.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged as well as the parties' mutual promises and covenants, it is agreed as follows:

Section 1. LICENSE GRANTED. City hereby grants to Licensee a revocable, non-exclusive license to occupy the above-described real estate for the purposes aforesaid, subject, however, to the covenants and conditions herein contained.

Section 2. MATERIAL AND METHODS. All materials and construction methods used on Work shall be equal to or better than that required by the "Kansas Department of Transportation Standard Specifications for Road and Bridge Construction", current edition.

Section 3. TRAFFIC OBSTRUCTIONS. Licensee agrees that highway traffic will be free of interference unless specifically provided for as part of this Permit. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

Section 4. Property. Licensee agrees to restore said property to the condition existing at the date hereof.

4.1 Any sod, shrubs or trees destroyed by the Work shall be replaced as directed by the City.

4.2 The property shall be kept free from parking, advertising signs or other commercial activity.

4.3 The Licensee shall restore to the original configuration all ditches, slopes, embankments and fills within and upon the property.

Section 5. MAINTENANCE. The Licensee is responsible for maintenance of the Work at all times after the completion date. At the end of construction of the Work, the Licensee shall notify the City in writing, and the City will thereafter inspect the Work.

Section 6. INITIATION AND COMPLETION OF WORK. Licensee 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. Licensee will at all times comply with and abide by all rules, notices and regulations of the City.

6.1 An approved signed copy of this Permit shall be on the premises before and during the period any Work is performed.

6.2 The Work, including restoration, shall be completed within one year of City's approval date of this Permit; and if the Work is not so timely completed, this Permit shall be deemed revoked.

Section 7. LIABILITY. The Licensee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Licensee does hereby indemnify and hold the City 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 Licensee's occupation of the right-of-way hereunder.

7.1 The Licensee shall procure and maintain liability insurance to protect the public and indemnify the City from injuries occurring as a result of the Work: including but not limited to liability and/or damages on account of injured workers, as provided by law, and public and/or private claims against the City that may arise as a result of the Work. Such insurance shall name the City of Wichita as a protected party to maintain the indemnification of the City and to protect the City from all liability and damages occasioned seen and unforeseen.

7.2 The Licensee agrees, to file with the City Engineer, prior to the granting of this Permit, "Certificates of Insurance" or other satisfactory evidence to show that Licensee carries Worker's Compensation Insurance, Employer's Liability Insurance, Standard Form Comprehensive Public Liability and Property Damage Insurance, and Comprehensive Automobile Owned, Non-owned and Hired Insurance as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of \$500,000 per occurrence/event.

Section 8. ROAD IMPROVEMENTS. Licensee recognizes that the City may from time to time deem it necessary or proper to make alterations or improvements in and upon the above-described property and that the City has sole discretion to determine the nature and extent of such alterations or improvements. Licensee further recognizes that such City works may require the alteration or relocation of the Work hereunder. Licensee therefore covenants and agrees that, within a reasonable time after written notice from the City and without cost or expense to the City, Licensee will alter, reconstruct and relocate the Work as directed by the City. Licensee further covenants and agrees to indemnify and hold the City harmless from any and all liability and damages occasioned by said alteration, reconstruction and relocation.

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Budget Adjustment for Wichita Flight Festival (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: It is recommended that the City Council approve the budget adjustment.

Background: The Wichita Flight Festival is a community celebration of Wichita's local general aviation heritage. The 2013 Wichita Flight Festival was held on September 28th and 29th at Colonel James Jabara Airport. The Division of Arts and Cultural Services coordinated the event with support from a committee that included representatives from Wichita Mid-Continent Airport, Jabara Airport, Wichita Police Department, Wichita Fire Department, Wichita Public Works and Utilities, Wichita Parks and Recreation and the National Center for Aviation Training (Wichita Area Technical College).

The festival attracted aviation enthusiasts from around the region, infusing the local economy with visitors who spent money at local hotels and restaurants. This year's estimated attendance for all three days was 17,000, not including an estimated 2,000 sponsors, volunteers, pilots, and young children. Activities for the 2013 festival included a daytime air show Saturday and Sunday, a Twilight Air show followed by a concert Saturday evening, a kid's area, a Fly Market and education area, static aircraft displays, helicopter rides and a food concourse. The marketing campaign for the festival included social media, TV, radio, outdoor billboards, local magazines, newspaper inserts and news reports.

Analysis: The event was supported by 28 sponsors who provided direct financial support of \$101,500, a 57% increase over the \$64,500 raised in 2011. Three national sponsors which included Chevrolet, Ford and Jelly Belly provided direct financial support. In addition, 14 sponsors provided in-kind support. Overall attendance for this year's event was down by 39% over attendance figures in 2011. The decline can be largely attributed to the inclement weather early in the day on Saturday. The rain and cool temperatures Saturday morning and forecasted for Saturday evening deterred many of the out-of-town visitors or day-trippers who did not want to drive in to find out the event was cancelled due to weather. Attendance figures on Saturday afternoon were approximately half of what they were in 2011. Gate admissions for Saturday evening did not perform. Again the cool weather was a contributing factor as well as the scheduled concert the following weekend by the original Eagles band at the Intrust Arena.

Financial Consideration: The Adopted Budget includes General Fund expenditures of \$234,000, offset by estimated revenue of \$84,000 and a contribution from the Transient Guest Tax Fund totaling \$150,000. Total revenue for the event is estimated at \$140,318; with increased sponsorships more than offsetting the weather related impact of lower gate admissions and concessions. The Adopted Budget was set at \$234,000, and actual expenditures equaled \$297,776. Line item adjustments are necessary within the City Manager's Office budget to provide expenditure authority for the additional \$63,776 in expenses. However, with the additional revenue generated, the net impact on the General Fund is only \$7,458.

Legal Consideration: None.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustment.

**City of Wichita
City Council Meeting
December 3, 2013**

TO: Mayor and City Council

SUBJECT: Improvements to Kellogg from Cypress to Wiedemann – Waterline Funding (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the funding source and adopt the resolution.

Background: On March 2, 2010, the City Council approved a design concept for the expansion of East Kellogg to a six-lane freeway between Cypress and Wiedemann. The approved design concept includes improvements to the interchange at Webb and the Kansas Turnpike. On October 8, 2013, the City Council approved a budget of \$104,000,000 for construction, construction engineering, and design team reviews and approvals throughout construction. Separate funding of \$1,364,000 for sanitary sewer improvements was approved by the City Council on February 5, 2013.

Analysis: An additional \$1,620,000 in water utility funding is available in the 2011-2020 Adopted Capital Improvement Program for proposed waterline improvements associated with the project. A bonding resolution for this funding source has been prepared.

Financial Considerations: The existing ordinance of \$104,000,000 and the \$1,364,000 in sewer utility funding will remain as previously approved. The addition of the water utility funding will bring the total project budget to \$106,984,000.

Project Budget Detail

| Funding Source | Amount |
|---------------------------------------|----------------------|
| Local Sales Tax (previously approved) | \$11,200,000 |
| Federal Funding (previously approved) | \$92,800,000 |
| Total Ordinance Amount | \$104,000,000 |
| Sewer Utility (previously approved) | \$1,364,000 |
| Water Utility | \$1,620,000 |
| Total Project Budget | \$106,984,000 |

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

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

Attachment: Resolution and Notice of Intent.

RESOLUTION NO. 13-226

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, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Kellogg & Webb (W-38)

(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 therefor 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 **\$1,620,000**. 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 **\$1,749,600** 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 December 3, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

(Published in *The Wichita Eagle*, on _____.)

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. __-____, duly adopted _____, 2013, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, 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 Line Kellogg & Webb (W-38)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$1,620,000**.

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 **\$1,749,600** 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 _____.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible Federal funds for the support of the City's transit services for Fiscal Year 2014 (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff held a public hearing on November 27, 2013, with no adverse comments. Section 5307 funds are 80% Federal and 20% local match with the exception of Operating funds which are 50% Federal and 50% local match.

Analysis: The proposed resolution authorizes the filing of application for the following Federal funding. Activities include planning and project administration for administrative salaries and activities, ADA for paratransit van driver wages and IT costs, security for security training, audits and plans, and preventive maintenance for vehicle and building maintenance. Operating is the only activity requiring a 50% local match and is used for bus operator wages and diesel and gasoline fuel. Wichita Transit allocates federal funds to other entities in the urbanized area for transit services. Sedgwick County will be allocated \$160,000 and Derby will be allocated \$40,000 of the Federal funds.

80% Federal Portion and 20% Local Match:

- Planning - \$150,000
- Project Administration - \$649,075
- Training - \$25,000
- ADA - \$649,075
- Security - \$65,000
- Preventative Maintenance - \$2,875,000

50% Federal Portion and 50% Local Match:

- Operating - \$3,500,000

80% Federal Portion and 20% Match by Pass-throughs

- Pass-through - \$250,000

Financial Consideration: The total grant request is \$8,163,150. The Federal share is \$5,480,520, and the local match of \$2,682,630 will be split between the City of Wichita (\$2,632,630), Sedgwick County (\$40,000), and the City of Derby (\$10,000).

Legal Consideration: The Law Department has reviewed and approved the resolution as to form.

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

Attachments: Resolution

RESOLUTION NO. 13-225

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED
BY 49 U.S.C. CHAPTER 53, TITLE 23,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2014 SECTION 5307 PROJECTS**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Preventive Maintenance, Security, Training, Program Support, Project Administration, ADA and Operating.

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

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on December 3, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
Airfield Safety, Security and Communications
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amending 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 that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. 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.

Resolution 13-031, adopted on February 5, 2013, authorized the issuance of general obligation bonds for the improvement identified as Airfield Safety, Security and Communications at an estimated cost of \$3,925,000.

Analysis: On November 26, 2013, the City Council, sitting as the Wichita Airport Authority, took action on a request to provide a net \$150,000 increase in a capital budget with multiple elements, including removal of Taxiway C-2, installation of airfield communication infrastructure, and improvement of an airfield storm water outfall channel. To correspond with that action, this Amending Resolution reflects the revised estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is \$4,075,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

Attachments: Amending Resolution.

RESOLUTION NO. 13-224

A RESOLUTION AMENDING RESOLUTION NO. 13-031 WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.

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

WHEREAS, 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, pursuant to Resolution No. 13-031 the Governing Body authorized the issuance of general obligation bonds of the City to finance improvements to the Wichita Mid-Continent Airport Facility consisting of Airfield Safety, Security and Communications (the “Project”) at an estimated cost of \$3,925,000 exclusive of the cost of interest on borrowed money; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to amend Resolution No. 13-031 to increase the Project cost approved therein and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

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

Section 1. That Section 2 of Resolution 13-031 is hereby amended to read as follows:

“**Section 2.** It is hereby authorized, ordered and directed that the Project be acquired and installed at an estimated cost of \$4,075,000 in accordance with specifications prepared or approved by the Authority. 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 authorized by Resolution No. 13-031 made on or after the date which was 60 days before the date of adoption of Resolution No. 13-031 and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.”

Section 2. That the original version of Section 2 of Resolution No. 13-031 is hereby repealed. The rest and remainder of Resolution No. 13-031 it 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 December 3, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Skyway Land Acquisition
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. 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: On November 26, 2013, the City Council, sitting as the Wichita Airport Authority, took action on a request to initiate a capital budget for the initial expenses related to the acquisition of a 30 acre area adjacent to Mid-Continent Airport identified as the Skyway parcel. 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 requested is \$100,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

Attachments: Authorizing Resolution.

RESOLUTION NO. 13-223

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.

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

WHEREAS, 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 Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of the initial expenses related to the acquisition of land identified as the Skyway parcel for use by the Authority at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

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 at an estimated cost of \$100,000 in accordance with specifications prepared or approved by the Authority.

Section 2. Project Financing. 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.

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ADOPTED by the City Council of the City of Wichita, Kansas, on December 3, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council
SUBJECT: VAC2013-00021 - Request to vacate a portion of a platted alley on property generally located east of Kansas State Highway 15, south of Harry Street, on the east side of Lulu 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 (MAPC) recommends approval of the vacation request (9-0).



Background: The applicant is requesting the vacation of the platted 20-foot wide west–east alley. The subject alley intersects with a platted 20-foot wide north – south alley. The proposed vacation will not create a dead-end alley. There are no utilities located within the alley. The Replat of Part of Kitchenmeister’s Subdivision of Block 3, Schweiters 2nd Addition was recorded with the Register of Deeds April 7, 1950.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant’s expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and a covenant. A certified copy of the Vacation Order and the covenant will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A covenant binding and tying the vacated alley to the abutting properties

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
OF A PLATTED ALLEY)**

**GENERALLY LOCATED EAST OF WACO AVENUE ON)
THE SOUTH SIDE OF HARRY STREET, BETWEEN)
WICHITA AND WATER STREETS)**

VAC2013-00021

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 3rd day of December, 2013, comes on for hearing the petition for vacation filed by the Wichita Table Tennis Center, Inc., (owner), praying for the vacation of the following described portion of a platted alley, to-wit:

The platted 20-foot wide west-east alley abutting Lulu Avenue (west side), Lots 1 & 2, Replat of Part of Kitchenmeister’s Subdivision of Block 3, Schweiters 2nd Addition (north side), Lot 21, F & A Kitchenmeister’s Addition (south side) and the west side of the platted north-south alley as recorded on the F & A Kitchenmeister’s Addition,

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 June 20, 2013, 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 above-described portion of the platted alley and the public will suffer no loss or inconvenience thereby.

3. A restrictive covenant binding and tying the abutting properties to the vacated alley will be filed with the Vacation Order at the Sedgwick County Register of Deeds.

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 portion of the platted alley should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 3rd day of December, 2013, ordered that the above-described portion of the platted alley is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

This Covenant, executed this 23rd day of July, 2013.

WITNESSETH

WHEREAS, the undersigned is the owner of the following described real property in Wichita, Sedgwick County, Kansas:

Lots 1 & 2 EXCEPT the East 15 feet and the North 25 feet thereof; Replat of Part of F. & A. Kitchenmeister's Sub. Of Block 3, Schweiter's 2nd Addition to Wichita, Kansas, ALONG WITH, Lot 21, F. & A. Kitchenmeister's Sub. Of Block 3, Schweiter's 2nd Addition to Wichita, Kansas

And,

WHEREAS, the undersigned as has requested to vacate an east/west alley adjacent to Lots 1 and 2, as platted and dedicated in Replat of Part of F. & A. Kitchenmeister's Sub. Of Block 3, Schweiter's 2nd Addition to Wichita, Kansas; and,

WHEREAS, the undersigned's request to vacate the alley was approved by the Metropolitan Area Planning Commission on July 11th, 2013, and,

WHEREAS, a condition of approval by the Metropolitan Area Planning Commission is to bind the vacated alley with the adjoining real property.

NOW, THEREFORE, the undersigned does hereby declare the following:

1. That the vacated alley shall be bound in ownership to the land the afore-described real property in Wichita, Sedgwick County, Kansas that is owned by the undersigned.
2. This covenant is binding on the owners, there successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year firsts above written.

Wichita Table Tennis Center, Inc.

Heski Ruthven
Name:
Title: owner President

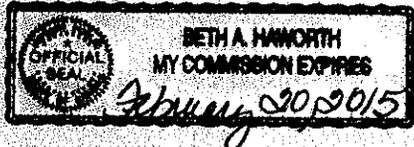
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

BE IT REMEMBERED, That on this 23rd day of July, 2013, before me, a Notary Public in and for the county and state aforesaid, came Heski R Ruthven, President, Wichita Table Tennis Center, Inc., personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Beth A Haworth
Notary Public

My Commission Expires: February 20, 2015

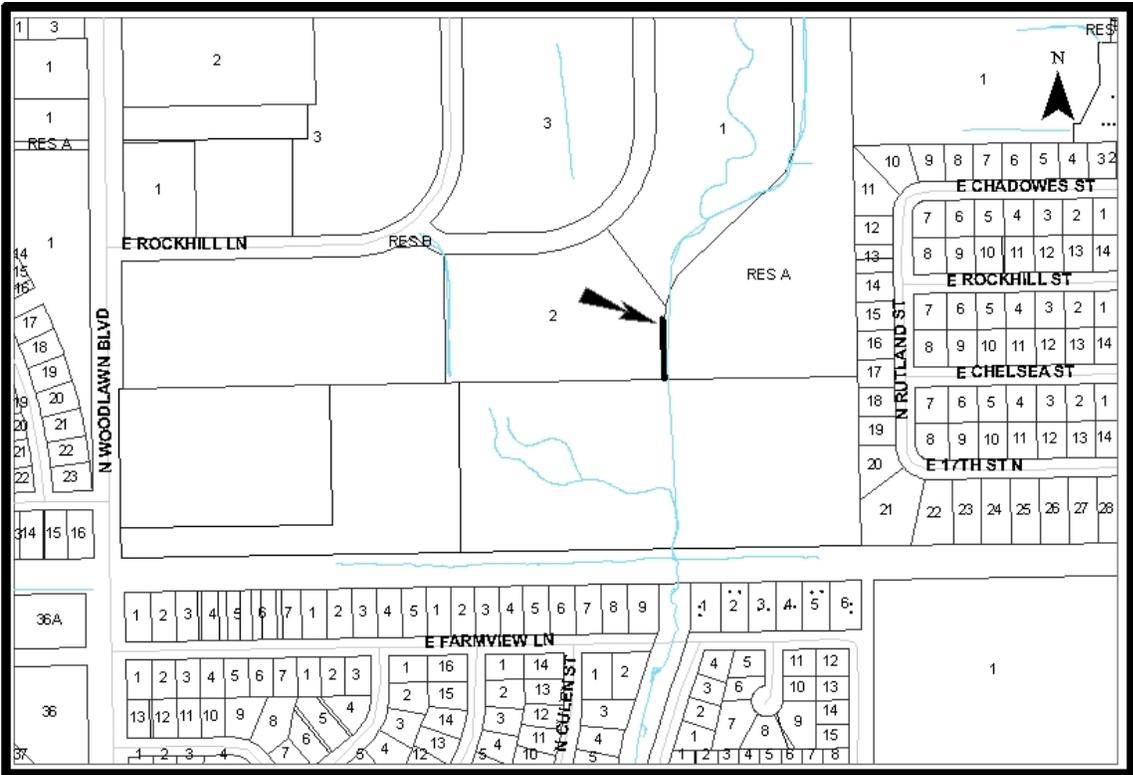


City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council
SUBJECT: VAC2013-00022 - Request to vacate a platted utility easement on property generally located southeast of Woodlawn Boulevard and 21st Street North and southeast of Bramblewood Street and Rock Hill Lane. (District II)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (13-0).



Background: The applicant proposes to vacate the platted north-south 10-foot wide utility easement that runs parallel to the west side of the common line of Lot 2, Block 2 and Reserve A, all in the Northborough 3rd Addition. There are no utilities in the subject easement. The north most portion of the subject easement intersects with a platted Continental Pipeline setback; the Continental Pipeline setback will remain. An associated Lot Split LSP2013-00013 split Lot 2, Block 2, Northborough 3rd Addition into two parcels; approved July 2, 2013. The Northborough 3rd Addition was recorded with the Register of Deeds March 25, 1987.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PLATTED)
UTILITY EASEMENT)**

**GENERALLY LOCATED SOUTHEAST OF)
WOODLAWN BOULEVARD & 21ST STREET NORTH &)
SOUTHEAST OF BRAMBLEWOOD STREET & ROCK)
HILL LANE)**

VAC2013-00022

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 3rd day of December, 2013, comes on for hearing the petition for vacation filed by Manuel Corporation, c/o Robert Vincze (owner), praying for the vacation of the following described platted utility easement, to-wit:

A ten (10) feet wide utility easement as platted along the east line of Lot 2, Block 2, Northborough 3rd Addition, 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 July 4, 2013, 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 above-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 3rd day of December, 2013, ordered that the above-described platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

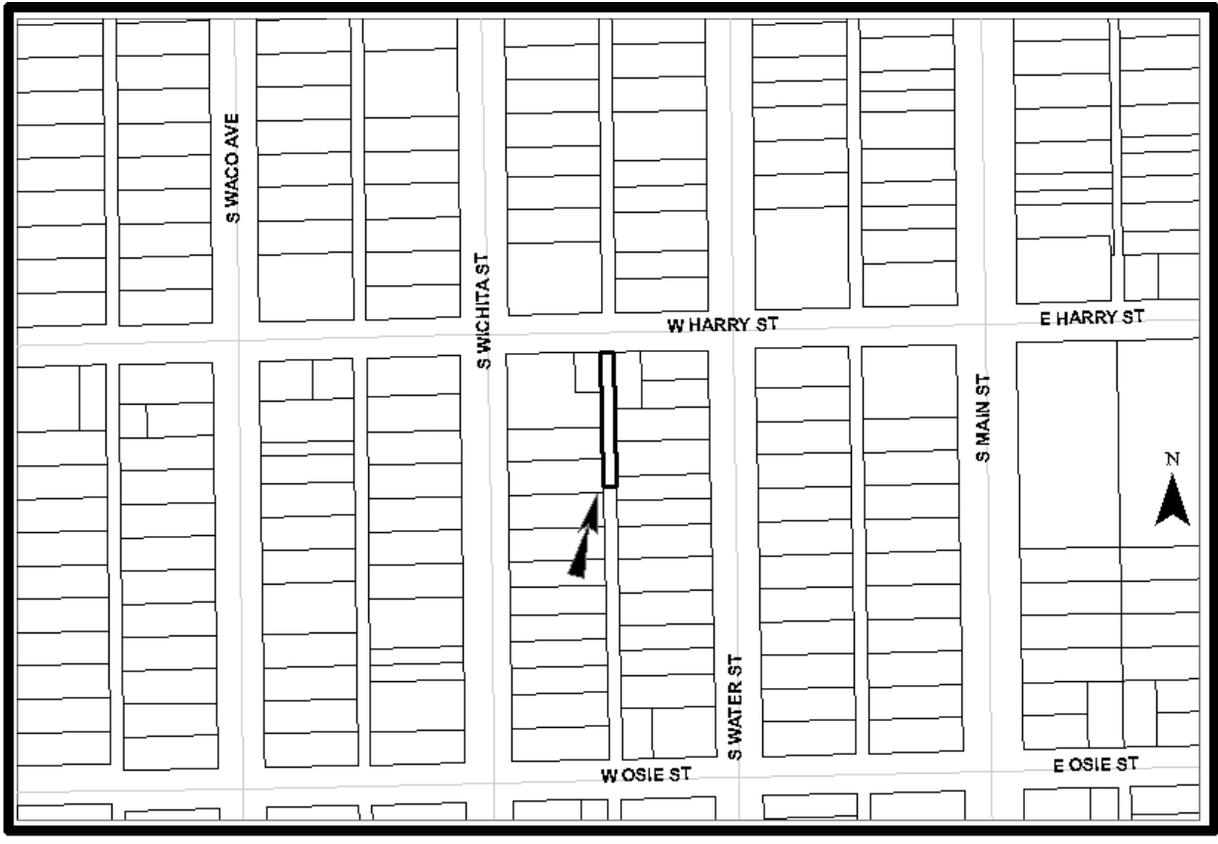
Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council
SUBJECT: VAC2013-00033 - Request to vacate a portion of a platted alley on property generally located east of Waco Avenue, on the south side of Harry Street between Wichita Street and Water Street. (District III)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (12-0).



Background: The applicant is requesting the vacation of the north 202 feet of the platted 20-foot wide alley. The alley was dedicated on the Smith and Stover's Addition and the Englishes 6th Addition. The alley is located south of Harry Street between Wichita Street and Water Street. The applicant has an approved plan to abandon the sewer line and manholes in the described portion of the alley; 2180 PPS (607861). The applicant has worked with Westar Electric and Kansas Gas Service to remove their utilities. The request will not create a dead-end alley, as the applicant has provided a 20-foot wide dedication of right-of-way to a public street. The Smith and Stover's Addition was recorded March 8, 1886, and the Englishes 6th Addition to Wichita, was recorded May 25, 1885.

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. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, a covenant and a dedication for a temporary public alley right-of-way. A certified copy of the Vacation Order, the covenant and the dedication for a temporary public alley right-of-way will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A covenant binding and tying the vacated alley to the abutting properties
- Dedication of a temporary public alley right-of-way

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
OF A PLATTED ALLEY)**

**GENERALLY LOCATED EAST OF WACO AVENUE ON)
THE SOUTH SIDE OF HARRY STREET, BETWEEN)
WICHITA AND WATER STREETS)**

VAC2013-00033

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 3rd day of December, 2013, comes on for hearing the petition for vacation filed by SCA Properties, LLC, c/o James H Maybrier (owner), praying for the vacation of the following described portion of a platted alley, to-wit:

The north 202 feet of the platted 20-foot wide alley abutting Harry Street on the north, Lots 1-15 (odd), Wichita Street, Smith and Stover’s Addition on the west, and Lots 2-16 (even), Water Street, Englishes 6th Addition on the east side, Wichita, Sedgwick County, Kansas, 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 August 22, 2013, 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 above-described portion of the platted alley and the public will suffer no loss or inconvenience thereby.

3. A restrictive covenant binding and tying the abutting properties to the vacated alley and a temporary access easement will be filed with the Vacation Order at the Sedgwick County Register of Deeds.

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 portion of the platted alley should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 3rd day of December, 2013, ordered that the above-described portion of the platted alley is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

COVENANT

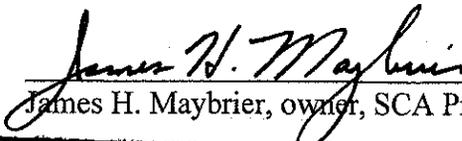
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, SCA Properties, LLC, are the owners of the following described real estate, to-wit:

Lots 1-23(odd)Wichita Street, Smith and Stover's Addition, and Lots2-16(even), and the north half of Lot 18, Water Street, English's 6th Addition, as recorded to Wichita, Sedgwick County, Kansas; generally located between Wichita and Water Streets, and south of Harry Street.

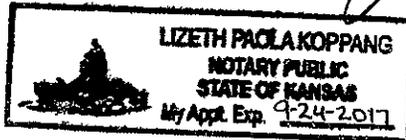
NOW THEREFORE, in consideration of receiving approval from the appropriate government authorities for the vacation of that part generally described as the north 202 feet of the platted 20-foot wide alley abutting Harry Street on the north, Lots 1-15(odd)Wichita Street, Smith and Stover's Addition on the west, and Lots2-16(even), Water Street, English's 6th Addition, as created by vacation case VAC2013-00033, the undersigned agrees covenants that the 20-foot wide, above described portion of the vacated platted alley abutting Lots 1-23(odd)Wichita Street, Smith and Stover's Addition, and Lots2-16(even), and the north half of Lot 18, Water Street, English's 6th Addition, shall be retained, held and bound together.

It is also understood that this covenant shall be binding upon the undersigned, his successors and assigns, and shall run with the land until such time as the said properties are replatted.

IN WITNESS WHEREOF: The said first party has signed these presents the day and the year first above written.


James H. Maybrier, owner, SCA Properties, LLC

STATE OF KANSAS)
SEDGWICK COUNTY) SS:



1091438

BE IT REMEMBERED, that on this 24 day of October, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came James H. Maybrier, owner, SCA Properties, LLC, who is personally known to me to be the same person

who executed this written document and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTEMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Notary Public

My Commission Expires: 09-24-2017

COPY

TEMPORARY PUBLIC ALLEY RIGHT-OF-WAY DEDICATION

THIS *dedication* made 24TH day of OCTOBER, 2013 by and between SCA Properties, LLC, parties of the first part and Wichita, Sedgwick County, Kansas, party of the second part.

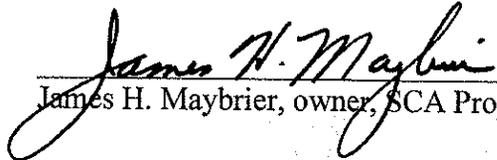
That the said first party, *as a condition of vacation case VAC2013-00033*, does hereby grant and convey unto the said second party a temporary public alley right-of-way for access onto *describe north south alley to described public street* and for the location of *utilities* over the following-described real estate situated in Sedgwick County, Kansas, to wit:

The south 7.5 feet of Lot 16 and the north half of Lot 18, Water Street English's 6th Addition, Wichita, Sedgwick County, Kansas.

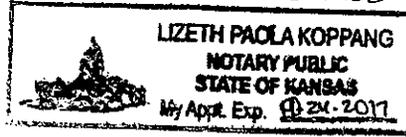
And the right is hereby granted the party of the second part, utilities and the public to enter upon said premises at any time for access and the purpose of constructing, operating, maintaining and repairing said utilities and that the surfacing of the temporary public alley right-of-way and the curb cut from temporary public alley right-of-way to the public street shall be at the owner's expense and to the City of Wichita's standards.

And that said temporary public alley right-of-way shall remain in effect until such time of a replat or dedication of permanent public alley right-of-way to replace the above described temporary public alley right-of-way. A replat or dedication of permanent public alley right-of-way shall refer to vacation case VAC2013-00031 as the source of said conditions.

IN WITNESS WHEREOF: The said first party has signed these presents the day and the year first above written.


James H. Maybrier, owner, SCA Properties, LLC

#1091458



STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 24th day of October, 2013, before me, the under signed, a Notary Public, in and for the County and the State aforesaid, came James H. Maybrier, owner, SCA Properties, LLC, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledge the execution of the same, for and on behalf of the corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Lizeth Paola Koppang
Notary Public

My Commission Expires: 09-24-2017

City of Wichita
City Council Meeting
December 3, 2013

TO: Mayor and City Council

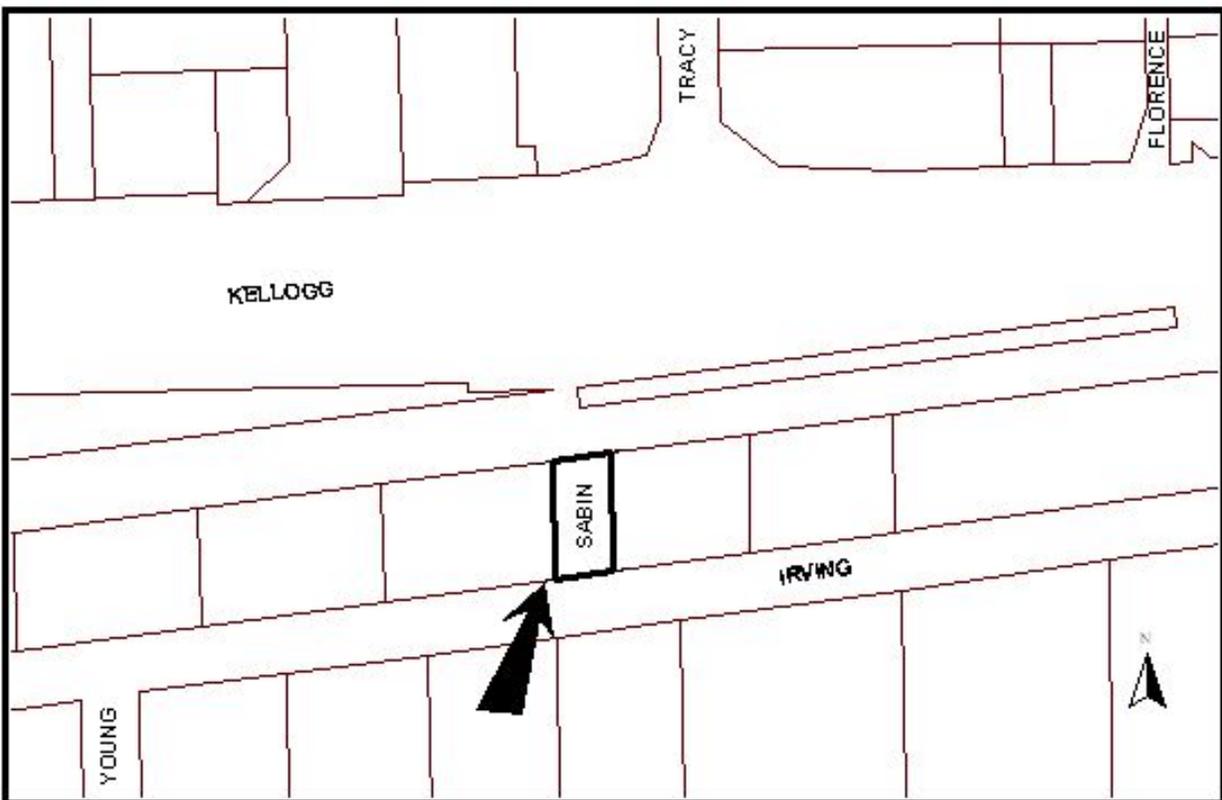
SUBJECT: VAC2012-00031 - Request to vacate a public street right-of-way dedicated by separate instrument on property generally located south of Kellogg Street, north of Irving Street, between West Street and Interstate Highway 235. (District IV)

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 (MAPC) recommends approval of the vacation request (9-0).



Background: The applicants are requesting the vacation of Sabin Circle. Sabin Circle is 161.05 feet long, and beings on the north side of Irving Street and dead-ends at abandoned railroad right-of-way and United States Highway 54. Sabin Circle is also located between Lots 3 and 4, the West 54 Industrial Addition. Sabin Circle was established by dedications from Lots 3 and 4, the West Industrial Addition (Misc. Book 511, Pages 50 and 51). Both Lots 3 and 4 are owned by the applicant. The West 54 Industrial Addition was recorded October 23, 1958.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, a dedication of a drainage easement and a dedication for a temporary access easement. A certified copy of the Vacation Order, the dedication of a drainage easement and the dedication for a temporary access easement the will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A dedication of a drainage easement
- A dedication for a temporary access easement

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
OF PUBLIC STREET RIGHT-OF-WAY DEDICATED)
BY SEPARATE INSTRUMENT)
)
GENERALLY LOCATED BETWEEN IRVING STREET,)
US HIGHWAY 54/KELLOGG STREET, WEST STREET)
& US INTERSTATE HIGHWAY 235)
)
)
MORE FULLY DESCRIBED BELOW)**

VAC2012-00031

VACATION ORDER

NOW on this 3rd day of December, 2013, comes on for hearing the petition for vacation filed by, the Kansas Candy & Tobacco Company, c/o Richard Daugherty (Treasurer) and Timothy P. Donovan & Christina M. Donovan, praying for the vacation of a portion of a public street right of-way dedicated by separate instrument, to-wit:

That portion of the Sabine Circle public street right-of-way dedicated by separate instrument as recorded in Misc. Book 511, Page 50 and 51 (recorded December 28, 1962) and described as consisting of the West 63.4 feet of Lot 3, Block 1, West 54 Industrial Addition and the East 17 feet of Lot 4, Block 1, West 54 Industrial Addition, all to the City of Wichita, Sedgwick County, Kansas, commencing at the north right of way line of West Irving Street and terminating at the abandoned Central Kansas Railway right of way.

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 September 13, 2012, 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 above-described portion of the public street right-of-way dedicated by separate instrument and the public will suffer no loss or inconvenience thereby.
3. Dedications by separate instruments of a drainage easement and a temporary access easement will be file with this Vacation Order at the Sedgwick County Register of Deeds.
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 portion of the public street right-of-way dedicated by separate instrument should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 3rd day of December, 2013, ordered that the above-described portion of the public street right-of-way dedicated by separate instrument is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

DRAINAGE EASEMENT

THIS EASEMENT made this 22 day of June, 2013, by and between Kansas Candy & Tobacco, Inc., a Kansas Corporation; and Timothy P. Donovan and Christina M. Donovan of Sedgwick County, Kansas, of the first part; and the City of Wichita, Kansas, of the second part.

WITNESSETH: That the said first part vs, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual 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:

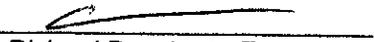
The West 63.4 feet of Lot 3, Block 1, West 54 Industrial Addition to the City of Wichita, Sedgwick County, Kansas; and the East 17 feet of Lot 4, Block 1, West 54 Industrial Addition to the City of Wichita, Sedgwick County, Kansas, commencing at the north right of way line of West Irving Street and terminating at the abandoned Central Kansas Railway right of way.

The parcel consists of approximately .3 acres.

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 systems and all other public utilities.

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first written.

KANSAS CANDY & TOBACCO, INC.


Richard Daugherty, Treasurer

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

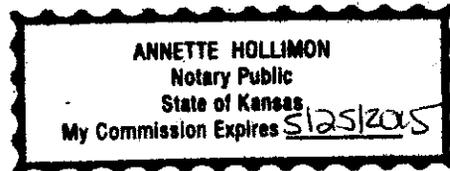
BE IT REMEMBERED, That on this 22nd day of June, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Daugherty, as Treasurer of Kansas Candy & Tobacco, Inc., a Kansas corporation, personally known to me to be the same person who executed the within instrument of writing and such person, having the authority to act on behalf of said entity, 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.

Annette Hollimon
Notary Public

My Appointment Expires:

5/25/2015



TIMOTHY P. DONOVAN AND CHRISTINA M. DONOVAN

[Signature]
Timothy P. Donovan

Christina M. Donovan
Christina M. Donovan

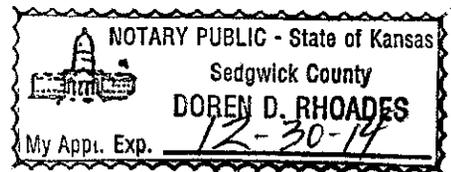
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 3rd day of July, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy P. Donovan and Christina M. Donovan, 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.

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

[Signature]
Notary Public

My Appointment Expires: 12-30-14



APPROVAL AS TO FORM:

[Signature]
Gary Reberstorf, Director of Law

Treasurer of Kansas Candy & Tobacco, Inc., a Kansas corporation, personally known to me to be the same person who executed the within instrument of writing and such person, having the authority to act on behalf of said entity, 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.

Annette Hollimon
Notary Public

My Appointment Expires: 5/25/2015

TIMOTHY P DONOVAN AND CHRISTINA M. DONOVAN



[Signature]
Timothy P. Donovan

Christina M. Donovan
Christina M. Donovan

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

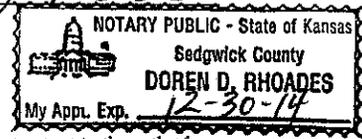
BE IT REMEMBERED, That on this 3rd day of July, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy P Donovan and Christina M. Donovan, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

[Signature]
Notary Public

My Appointment Expires: 12-30-14

KANSAS DEPARTMENT OF TRANSPORTATION



I, Jerome T. Younger, P.E., Deputy and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. § 75-5005, hereby certify that I have the authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I am signing the foregoing document in accordance with that authority.

Michael S. King
Secretary of Transportation

BY: [Signature]
Jerome T. Younger, P.E.

Deputy Secretary and
State Transportation Engineer

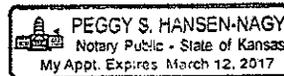
STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, That on this 10th day of June, 2013 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerome T. Younger, P.E., Deputy Secretary and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person, 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.

[Signature]
Notary Public

My Appointment Expires: 03/12/2017





February 5, 2013

Drainage & KDOT Access Easement-Lot 3

Parcel A:

The west 10.00 feet of the east 40.00 feet of the west 63.00 feet of Lot 3; Block 1, West 54 Industrial Addition, Wichita, Sedgwick County, Kansas, (said west 63.00 feet previously dedicated to the public for street purposes in the Dedication recorded in Misc. Book 511, Page 50, and now vacated), TOGETHER with that part of the abandoned Central Kansas Railway right-of-way lying in the Southeast Quarter of Section 26, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 3, said northwest corner also being on the southerly right-of-way line of said abandoned Central Kansas Railway; thence easterly along the southerly right-of-way line of said abandoned Central Kansas Railway, and along the north line of said Lot 3, 23.15 feet to a point 23.00 feet normally distant easterly of the northerly extension of the west line of said Lot 3, and for a point of beginning; thence northerly parallel with the northerly extension of the west line of said Lot 3, 50.33 feet to a point 50.00 feet normally distant northerly of the southerly right-of-way line of said abandoned Central Kansas Railway; thence easterly parallel with the southerly right-of-way line of said abandoned Central Kansas Railway, 10.07 feet to a point 33.00 feet normally distant easterly of the northerly extension of the west line of said Lot 3; thence southerly parallel with the northerly extension of the west line of said Lot 3, 50.33 feet to a point on the southerly right-of-way line of said abandoned Central Kansas Railway, said point also being on the north line of said Lot 3; thence westerly along the southerly right-of-way line of said abandoned Central Kansas Railway, and along the north line of said Lot 3, 10.07 feet to the point of beginning.

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE
ARCHITECTURE

Michael G. Conroy

Michael G. Conroy LS 971

Baughman Company, P.A.
315 E 11th
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149



February 5, 2013

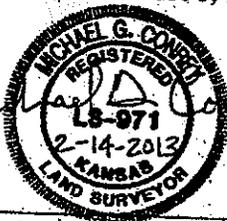
Drainage & KDOT Access Easement-Lot 4

Parcel B:

The east 10.00 feet of the west 23.00 feet of Lot 3, Block 1, West 54 Industrial Addition, Wichita, Sedgwick County, Kansas, (said west 23.00 feet being a portion of that part of said Lot 3 previously dedicated to the public for street purposes in the Dedication recorded in Misc. Book 511, Page 50, and now vacated), TOGETHER with that part of the abandoned Central Kansas Railway right-of-way lying in the Southeast Quarter of Section 26, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 3, said northwest corner also being on the southerly right-of-way line of said abandoned Central Kansas Railway; thence easterly along the southerly right-of-way line of said abandoned Central Kansas Railway, and along the north line of said Lot 3, 13.08 feet to a point 13.00 feet normally distant easterly of the northerly extension of the west line of said Lot 3, and for a point of beginning; thence northerly parallel with the northerly extension of the west line of said Lot 3, 50.33 feet to a point 50.00 feet normally distant northerly of the southerly right-of-way line of said abandoned Central Kansas Railway; thence easterly parallel with the southerly right-of-way line of said abandoned Central Kansas Railway, 10.07 feet to a point 23.00 feet normally distant easterly of the northerly extension of the west line of said Lot 3; thence southerly parallel with the northerly extension of the west line of said Lot 3, 50.33 feet to a point on the southerly right-of-way line of said abandoned Central Kansas Railway, said point also being on the north line of said Lot 3; thence westerly along the southerly right-of-way line of said abandoned Central Kansas Railway, and along the north line of said Lot 3, 10.07 feet to the point of beginning.

ENGINEERING
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