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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 3, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on February 24, 2015

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Women in Construction Week
 - School Social Work Week
 - Desk and Derrick Awareness 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 clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

II. CONSENT AGENDAS ITEMS 1 THROUGH 20

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

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Taxable Multi-family Revenue Bonds (KS1, LLC) Exchange Place Project.
(District VI)

RECOMMENDED ACTION: Close the public hearing and approve the second reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Multi-family Revenue Bonds for KS1, LLC in an amount not to exceed \$45,000,000 and the execution of the Escrow Agreement providing for the escrow and disbursement of (i) the City's \$12,500,000 contribution for payment of redevelopment project costs related to the Project; (ii) a tax increment shortfall fund as security for the City's tax increment financing bonds to be issued for payment of redevelopment project costs related to the Project; and (iii) funds for payments of creditors with claims for payment for work done in the Wichita Executive Center, all as more specifically set forth in the Development Agreement.

2. Public Hearing and Approval of KICFA Educational Facilities Refunding Revenue Bonds, Newman University.
(District IV)

RECOMMENDED ACTION: Close the public hearing and adopt the Resolution approving the issuance of the KICFA Bonds and authorize the necessary signatures.

3. Mosley Avenue Project Plan, Tax Increment Financing and Development Agreement. (District VI)

RECOMMENDED ACTION: Approve second reading of the ordinance adopting the Mosley Avenue TIF Project Plan; approve first reading of the home rule ordinance authorizing the Development Agreement and the issuance of bonds for the TIF-funded improvements; and authorize the necessary signatures.

4. Proposed 2015 Outsourced Pavement Preservation Program.

RECOMMENDED ACTION: Approve the 2015 Outsourced Pavement Preservation Program, adopt the resolutions, authorize the necessary signatures, and authorize budget adjustments as necessary.

5. 2015-2016 Second Program Year Action Plan Funding Recommendations.

RECOMMENDED ACTION: Approve the proposed funding recommendations for the 2015-2016 Second Program Year Action Plan and authorize the required 30-day public comment period for the proposed Plan.

6. Memorandum of Understanding for Construction and Maintenance of Extension of the Prairie Sunset Trail in Sedgwick County and Wichita. (District IV)

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

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. CON2014-00033 – Conditional Use to Permit a “Rock Crushing” on Property Located East of North Broadway Avenue and North of East 25th Street. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the conditional use to permit “rock crushing” subject to the recommended conditions of approval and approve the resolution (simple majority vote required); deny the conditional use request by making alternative findings and override the MAPC recommendation (two-thirds vote required) or return the application to the MAPC for further consideration (simple majority vote).

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 20)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 2, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Alfred Abdelmaseh	Shesha Lounge**	2628 East 21st North
Alfred Abdelmaseh	Shesha Lounge**	2106 North Amidon
Roungaroon Kumgool	Hibachi Boy**	601 South Greenwich Road
<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Terry Williams	Quik Trip #315***	1500 South Maize Road
Terry Williams	Quik Trip #316***	14402 East Kellogg
Terry Williams	Quik Trip #396***	324 South West
Mansoor Tahir	Valero Food Mart***	2849 West 13th North
Jose O Vasquez	El Super Del Centro***	1770 North Broadway
Lucky Market	Huong Van Nguyen ***	7100 East Harry

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

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Sanitary Sewer Extension for Vassar Street. (District III)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.
a. Community Events - St. Patrick's 5K. (District VI)

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

7. Agreements/Contracts:
a. Title Insurance, Abstract and Other Related Services – Selection of Vendor.

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

8. Civil Rights/Use of Force Defense Professional Legal Services Amended Contract.

RECOMMENDED ACTION: Authorize the Mayor to sign the Amended Contract for Legal Services.

9. Cooperative Agreement with Kansas PTAC.

RECOMMENDED ACTION: Approve the 2015 Letter of Commitment and authorize the necessary signatures.

10. Kansas Health Foundation Recognition Grant Application – Bike Ped Training.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

11. Knight Cities Challenge – Bicycle Wayfinding Project.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

12. Sunflower Foundation Community Trails Grant Application.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

13. Surplus of City-owned Property in the 13700 Block of West Onewood. (District IV)

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

14. Surplus of City-owned Property at Clifton and Lincoln. (District III)

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

15. Waiver of MABCD Special Assessment Fees. (District I)

RECOMMENDED ACTION: Waive the \$745.83 in MABCD special assessment fees.

16. General Obligation Refunding Bonds and Water and Sewer Utility Refunding Revenue Bonds.

RECOMMENDED ACTION: Authorize utilization of Springsted, Inc. as the financial advisor in accordance with the terms of the intergovernmental contract established through Sedgwick County and adopt the Resolutions: 1) authorizing the General Obligation Refunding Bond and Water and Sewer Utility Refunding Revenue Bond sales; 2) authorizing the preparation of the Notices of Bond Sale and Preliminary Official Statements in connection with the bond sales; 3) approving the distribution to prospective bidders of the Preliminary Official Statements; 4) authorizing distribution of the Notices of Sale; 5) authorizing the City Manager to award the bond sales subject to the parameters of the Resolutions; and 6) authorizing City staff, in consultation with Bond Counsel and the financial advisor to take such further action as is reasonably required to implement the Resolutions.

17. Sale of City-owned Building at 2130 East 21st Street. (District I)

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

18. Second Reading Ordinances: (First Read February 24, 2015)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

19. *SUB2014-00039 -- Plat of JBAR Addition Located South of 13th Street North, East of Hoover Road. (District VI)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

20. *Airfield Lighting Control System Maintenance Support Quote - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Accept the quote, authorize the selection of Crouse-Hinds Airport Lighting Products as the vendor, and authorize the necessary signatures.

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Taxable Multi-family Revenue Bonds (KS1, LLC) Exchange Place Project (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Close the public hearing and adopt the Ordinance on second reading.

Background: On May 8, 2007, the City Council adopted an ordinance establishing a redevelopment district in the area between English Street, First Street North, Broadway Avenue and Main Street, for the purpose of allowing the use of tax increment financing (TIF) to pay a portion of the costs of constructing redevelopment projects in that area. On July 24, 2007, the City Council adopted the Exchange Place Project Plan and approved the original Exchange Place Development Agreement. The Development Agreement has been amended several times without amending the TIF Project Plan, to reflect various changes.

On October 8, 2013, the City Council approved an Amended and Restated Development Agreement (Agreement) with the new developer of the Exchange Place Project, John McWilliams doing business as KS1, LLC. The Agreement states that the City would issue Industrial Revenue Bonds (IRBs) in an amount not to exceed \$45,000,000. McWilliams has received a loan commitment from the U.S. Department of Housing and Urban Development (HUD) and is now asking for the issuance of IRBs in an amount not to exceed \$45,000,000.

Analysis: KS1, LLC is planning to construct 230 apartments in two vacant buildings and a new addition, and to build a 273-car automated parking structure. The total project budget is over \$60 million, of which at least \$45,000,000 is required to be provided by the Developer pursuant to the Amended and Restated Development Agreement as the Developer Improvement Contribution. These funds will be used to acquire facilities and to construct, improve, equip and install all improvements to the facilities. Additional funding for the balance of the project costs will come from the sale of historic tax credits, proceeds from tax increment financing, and private equity. The City will issue the IRBs in order to provide an exemption on sales tax for the costs of construction materials and furnishings for the project. The IRBs will be purchased with the proceeds of the HUD loan by KS1, LLC. Gershman Mortgage is the HUD loan provider.

KS1, LLC has received an extension from HUD through March 20th and needs to close by that time. Bond ordinances are required by law to have two readings to achieve approval. To accommodate the closing by March 20th, the first reading of the bond ordinance was approved on the City Council Consent Agenda, February 24, 2015. A public hearing is also required in conjunction with the issuance of bonds.

The City will also provide TIF funding in an amount not to exceed \$12,500,000 for the acquisition of land and construction of the parking structure.

City funding will be paid to the HUD lender, Gershman Mortgage, to be dispersed for statutorily eligible costs as development occurs, pursuant to HUD regulations. The City will review draw requests for City

funds, along with Gershman. The Developer will provide the City with a detailed accounting of final construction expenditures to ensure eligibility for TIF financing.

An escrow of up to \$1,000,000 will be established from which the City may draw funds to cover any shortfall in TIF revenue needed for debt service on TIF bonds issued to fund the City contribution. The escrow will be funded with unused construction contingency funded by the HUD loan once the project is completed. The City will contract with Gershman Mortgage to serve as escrow agent, with the City having sole access to escrow funds to cover any shortfall in TIF revenue needed to pay TIF bonds.

Businesses with claims outstanding for payment for work previously performed on the Wichita Executive Center building will be paid one-half the amount still owed from the proceeds of the HUD loan and will receive the balance due upon completion of the construction work from funds remaining in the construction contingency fund after the City's \$1,000,000 TIF shortfall escrow has been fully funded.

If TIF revenue exceeds 110% of the maximum annual debt service requirement for two consecutive years, any remaining escrow will be released to the Developer.

Financial Considerations: KS1, LLC 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. KS1 is not requesting abatement of property taxes in conjunction with the IRBs.

The City contribution in the amount of \$12,500,000 will be paid to Gershman Mortgage at the HUD closing pursuant to closing instructions to be dispersed by Gershman. This payment will be financed by full faith and credit bonds paid by TIF revenue generated within the Exchange Place project area and TIF shortfall escrow funds. Any shortfall in revenue from these sources needed for debt service on the bonds will be paid from the City's debt service fund.

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

Recommendation/Action: It is recommended that the City Council close the public hearing and approve the second reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Multi-family Revenue Bonds for KS1, LLC in an amount not to exceed \$45,000,000 and the execution of the Escrow Agreement providing for the escrow and disbursement of (i) the City's \$12,500,000 contribution for payment of redevelopment project costs related to the Project; (ii) a tax increment shortfall fund as security for the City's tax increment financing bonds to be issued for payment of redevelopment project costs related to the Project; and (iii) funds for payments of creditors with claims for payment for work done in the Wichita Executive Center, all as more specifically set forth in the Development Agreement.

Attachment(s): Bond Ordinance
Escrow Agreement

ORDINANCE NO. 49-942

**OF THE
CITY OF WICHITA, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$45,000,000
TAXABLE MULTIFAMILY HOUSING REVENUE BONDS
SERIES I, 2015
(EXCHANGE PLACE PROJECT)**

(Published in the *Wichita Eagle* on March 6, 2015)

ORDINANCE NO. 49-942

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE TAXABLE MULTIFAMILY HOUSING REVENUE BONDS, SERIES I, 2015 (EXCHANGE PLACE PROJECT), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, RENOVATING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL MULTIFAMILY HOUSING PROJECT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita, Kansas, Kansas (the “City”), is authorized pursuant to the provisions of K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Taxable Multifamily Housing Revenue Bonds, Series I, 2015 (Exchange Place Project), in a principal amount not to exceed \$45,000,000, for the purpose of acquiring, renovating, constructing, installing and equipping a commercial multifamily housing project (the “Project”), and that the City lease the Project to KS1, LLC, a Kansas limited liability company (the “Company”); and

WHEREAS, the Project is a portion of the residential and commercial complex described in the Amended and Restated Development Agreement for The Exchange Place Building, Michigan Building, Biting Building and Parking Garage between the City and the Company (the “Development Agreement”); and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Renovation, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, renovation, construction, installation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Taxable Multifamily Housing Revenue Bonds, Series I, 2015 (Exchange Place Project) in a principal amount not to exceed \$45,000,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, renovating, constructing, installing and equipping the Project. The Bonds shall be issued

and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds will be special limited obligations of the City payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Bonds will not be general obligations of the City, nor constitute a pledge of the faith and credit of the City, and will not be payable in any manner by taxation.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the "Indenture"), between the City and Security Bank of Kansas City (the "Trustee"), prescribing the terms and conditions of the Bonds;

(b) Lease Agreement (the "Lease"), between the City, as lessor, and the Company, as lessee, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, renovating, constructing, installing and equipping the Project and lease the Project to the Company in consideration of rental payments sufficient to pay the principal of and interest on the Bonds;

(c) a Bond Purchase Agreement (the "Bond Purchase Agreement") for the Bonds among the City, the Company and the purchaser named therein.

(d) an Escrow Agreement (the "Escrow Agreement") providing for the escrow and disbursement of (i) the City's \$12,500,000 contribution for payment of redevelopment project costs related to the Project; (ii) a tax increment shortfall fund as security for the City's tax increment financing bonds to be issued for payment of redevelopment project costs related to the Project; and (iii) funds for payments of creditors with claims for payment for work done in the Wichita Executive Center, all as more specifically set forth in the Development Agreement.

Section 4. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City, or member of the City's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is hereby authorized and directed to execute the Indenture, the Lease, the Bond Purchase Agreement, the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk or the Deputy City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Lease, the Bond Purchase Agreement, the Escrow Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Pledge of the Project and Net Lease Rentals. The City hereby pledges the Project and the net rentals generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture.

Section 6. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other

documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Lease, the Bond Purchase Agreement and the Escrow Agreement.

Section 7. Authority To Correct Errors, Etc. The Mayor or member of the City's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary (a) to correct errors or omissions therein, or (b) to conform the same to the other provisions of said instruments or to the provisions of this Ordinance, or (c) to make such changes or additions as the City Manager or City Attorney shall deem necessary and appropriate to comply with the requirements of the United States Department of Housing and Urban Development ("HUD"), in connection with the Company's HUD-insured loan to finance a portion of the Project.

Section 8. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

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PASSED by the governing body of the City on March 3, 2015 and **SIGNED** by the Mayor.

Mayor

[SEAL]

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 49-942 of the City of Wichita, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

City Clerk

CITY OF WICHITA, KANSAS

GERSHMAN INVESTMENT CORP.

AND

KS1, LLC

ESCROW AGREEMENT

DATED AS OF MARCH [__], 2015

RELATED TO

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

for

THE EXCHANGE PLACE BUILDING

MICHIGAN BUILDING

BITTING BUILDING

AND

PARKING GARAGE

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of March [], 2015, by and between the **CITY OF WICHITA, KANSAS** ("*City*"), **GERSHMAN INVESTMENT CORP.** (the "*Escrow Agent*"), and **KS1, LLC**, a Kansas limited liability company (the "*Developer*");

RECITALS:

1. This Escrow Agreement relates the Amended and Restated Development Agreement for The Exchange Place Building, Michigan Building, Bitting Building and Parking Garage (the "*Development Agreement*"), between the City and the Developer. The Development Agreement concerns plans to renovate the North side of the 200 block of East Douglas and the Northwest Corner of Douglas and Market in Wichita, Kansas, including the conversion of the Exchange Place Building (110 N. Market) the Bitting Building (107 N. Market) and a new Douglas Building into a residential and commercial complex (as more particularly described in the Development Agreement, the "*Project*"). Except as otherwise defined herein, capitalized terms used herein shall have meanings assigned to such terms in the Development Agreement.

2. The Development Agreement provides for the City Improvement Expenditure to be deposited in an escrow fund with the Escrow Agent.

3. The Development Agreement further provides for the establishment of a \$1,000,000 escrow fund with the Escrow Agent to cover any Tax Increment Shortfall.

4. The Development Agreement further provides for the payment for work previously performed on the Wichita Executive Center building from excess construction contingency funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

ARTICLE I CITY IMPROVEMENT EXPENDITURE FUND

Section 1.1. There is hereby established in the custody of Escrow Agent a special escrow fund designated "City Improvement Expenditure Fund (Exchange Place Project)" (the "*City Improvement Expenditure Fund*") to be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement.

Section 1.2. The City Contribution in the amount \$12,500,000 shall be deposited in the City Improvement Expenditure Fund concurrently with the closing of the Developer's HUD-insured loan to finance the Project (the "*HUD Loan*").

Section 1.3. The sum of \$3,825,000 from funds on deposit in the City Improvement Expenditure Fund shall be disbursed by the Escrow Agent, or the Escrow Agent's authorized title company, to DGL Investments, LLC, for acquisition of the Project Land upon written certification by the City Representative that the environmental and title requirements set forth in the Development Agreement have been satisfied and the documents specified in Section 3.1.1 of the Development Agreement have been delivered to the City Representative.

Section 1.4. After the disbursement for acquisition of the Project Land as set forth in *Section 1.3* above, the remainder of the funds in the City Improvement Expenditure Fund shall be disbursed by the Escrow Agent for payment of costs associated with the planning, development, construction and furnishing of the Project in accordance with HUD regulations. The parties hereto acknowledge and agree that it is the City's expressed intent to fund the City Contribution with the proceeds of general obligation temporary notes issued pursuant to its constitutional home rule authority, and following completion of the Project to issue its full faith and credit tax increment financing bonds to permanently finance Project costs that qualify for tax increment financing pursuant to K.S.A. 12-1770a(o) (the "*TIF Bonds*"). The Developer has agreed in the Development Agreement to provide the City with an accounting of final Project costs within ninety (90) days of Completion, in sufficient detail to identify those costs which qualify as "redevelopment project costs" as defined and permitted under K.S.A. 12-1770a, as amended, including demolition, site preparation, and construction of the Parking Garage, and the parties hereto agree that expenditures from the City Improvement Expenditure Fund shall be allocated to such qualified costs.

ARTICLE II TAX INCREMENT SHORTFALL FUND

Section 2.1. There is hereby established in the custody of Escrow Agent a special escrow fund designated "Tax Increment Shortfall Fund (Exchange Place Project)" (the "*Tax Increment Shortfall Fund*") to be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement. The Tax Increment Shortfall Fund shall be used only for the purpose set forth in this Escrow Agreement and shall not be used as security for the HUD Loan.

Section 2.2. Upon Completion, the Developer agrees that any funds representing overall savings in the development budget for the Project ("Excess Project Funds"), in an amount up to \$1,000,000, shall be deposited in the Tax Increment Shortfall Fund.

Section 2.3. Within 30 days' of the date of issuance and delivery of the TIF Bonds, the City Representative shall deliver to the Escrow Agent and the Developer a copy of the debt service schedule for the TIF Bonds, indicating the amount of each semi-annual principal and interest payment on the TIF Bonds and the maximum annual debt service payment due on the TIF Bonds in any calendar year (the "*Maximum Annual Debt Service*"). A copy of the debt service schedule shall be attached to this Escrow Agreement as *Exhibit A*. Commencing the first year in which a payment of principal or interest is due on the TIF Bonds, the City Representative shall advise the Escrow Agent and the Developer of the amounts actually paid to the City by the Sedgwick County Treasurer as incremental property taxes collected for the Center City South Redevelopment District pursuant to K.S.A. 12-1770 *et seq.* (the "*Tax Increment Payment*") within 30 days' of the receipt of each such payment.

Section 2.4. In the event there is a Tax Increment Shortfall, the City may draw such sums as are available in the Tax Increment Shortfall Fund for the purpose of paying the principal of and interest on the City's TIF Bonds when due. In each year that a principal or interest payment is due on the TIF Bonds, the City shall calculate the amount of Tax Increment Shortfall, if any, upon receipt of the Tax Increment Payment. The City Representative shall provide the Escrow Agent and the Developer written notice of the amount of any such Tax Increment Shortfall and instructions for the payment of such amount. To the extent sufficient funds are available in the Tax Increment Shortfall Fund for such payment, the Escrow Agent shall, within five business days of receipt of the City's written notice, transfer the amount of Tax Increment Shortfall to the City in accordance with the payment instructions of the City Representative. The Escrow Agent may rely conclusively on the instructions from the City Representative and shall not be required to make any independent investigation in connection therewith.

Section 2.5. When all Tax Increment Shortfalls have been paid pursuant to *Section 2.4* hereof and the aggregate Tax Increment Payments for each of two consecutive taxing years exceed 110% of the Maximum Annual Debt Service on the TIF Bonds, the City Representative shall notify the Escrow Agent to release any remaining balance in the Tax Increment Shortfall Fund to the Developer.

Section 2.6. In the event there are no Excess Project Funds remaining upon Completion, Developer shall have no obligation to provide additional monies to fund the Tax Increment Shortfall Fund or the Creditor Fund contemplated by this Agreement.

ARTICLE III WICHITA EXECUTIVE CENTER CREDITOR FUND

Section 3.1. There is hereby established in the custody of Escrow Agent a special escrow fund designated “Wichita Executive Center Creditor Fund (Exchange Place Project)” (the “*Creditor Fund*”) to be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement. The Creditor Fund shall be used only for the purpose set forth in this Escrow Agreement and shall not be used as security for the HUD Loan.

Section 3.2. Upon Completion, the Developer agrees that any Excess Project Funds after funding of the Tax Increment Shortfall Fund shall be deposited in the Creditor Fund.

Section 3.3. At or prior to the HUD Loan closing, the Developer has agreed to deliver to the City documentation (“*Claim Documentation*”) acceptable to the City showing which creditors with claims for payment for work done on the Wichita Executive Center have been paid in full or will be paid in full at the HUD Loan closing, and which creditors will have claims pending, together with instructions for the payment of any pending claims. If satisfactory to the City, a copy of such Claim Documentation shall be provided by the City Representative to the Escrow Agent and attached to this Escrow Agreement as *Exhibit B*. The Escrow Agent may rely conclusively on such documentation and shall not be required to make any independent investigation in connection therewith.

Section 3.4. Upon Completion and funding of the Creditor Fund, the Escrow Agent agrees to pay those creditors with pending claims, as set forth on *Exhibit B* hereto, to the extent funds on deposit in the Creditor Fund are sufficient for such purpose. In the event funds on deposit in the Creditor Fund are insufficient to make all payments requested, pending creditor claims shall be paid on a pro rata basis from available funds or as otherwise directed in writing by the City Representative. At such time as all creditor claims have been paid in full, any balance remaining in the Creditor Fund shall be released to the Developer.

Section 3.5. It is understood that the Developer did not personally incur the obligations referenced in Section 3.3 above, but that such obligations were incurred by the prior developer. The Developer, therefore, has no personal knowledge of such obligations and must obtain the Claim Documentation from the prior developer. The Developer warrants that it shall use best efforts to obtain the Claim Documentation and provide same to the City Representative, but the Developer expressly does not warrant the accuracy of any Claim Documentation so obtained.

ARTICLE IV INVESTMENT OF FUNDS

Section 4.1. Moneys held in the City Improvement Expenditure Fund shall be invested in accordance with HUD regulations. Moneys held by the Escrow Agent in the Tax Increment Shortfall Fund

and the Creditor Fund may be invested and reinvested by the Escrow Agent in Qualified Investments (as hereinafter defined) selected by the Escrow Agent at its discretion, such investments maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. All earnings on any investments held in any fund created by this Escrow Agreement shall accrue to and become a part of such fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

"*Qualified Investments*" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) direct obligations of the United States Government or any agency thereof; (b) interest-bearing time and deposits in commercial banks or trust companies which are insured by the FDIC or collateralized by securities described in (a); (c) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (d) repurchase agreements for securities described in (a) or (b); (e) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (f) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (a) or (b); (g) receipts evidencing ownership interests in securities or portions thereof described in (a) or (b). "*Derivative*" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

Section 4.2. All moneys held in the Tax Increment Shortfall Fund and the Creditor Fund shall be kept separate and apart from all other funds of the Escrow Agent so that there shall be no commingling with any other funds of the Escrow Agent. At the discretion of the Escrow Agent, the City Improvement Expenditure Fund may be established with the Escrow Agent's authorized title company in accordance with HUD regulations.

Section 4.3. On or before January 31st of each year and not later than 90 days after the final expenditure of all monies held by the Escrow Agent under this Escrow Agreement, the Escrow Agent shall provide the City Representative and the Developer with a report setting forth the investment income for the Tax Increment Shortfall Fund and the Creditor Fund for the previous calendar year, the disbursements from each such fund for the previous calendar year, and the balance on deposit in each such fund as of December 31 of the previous calendar year or the date of the final disbursement from each such fund.

ARTICLE V MISCELLANEOUS

Section 5.1. All notices required to be given under this Escrow Agreement shall be delivered in writing and delivered either by (a) hand delivery, and considered delivered upon receipt, (b) telefacsimile, and considered delivered upon completion of transmittal, (c) certified mail, and considered delivered upon signed receipt or refusal to accept notice, or (d) nationally-recognized overnight delivery service, and considered delivered the next business day after the notice is deposited with that service for delivery. For notice purposes, the parties hereto agree to keep each other informed at all times of their current addresses. For purposes of notices or other written communications, the addresses of the parties hereto shall be as follows:

If to the City:

City Manager
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
Fax # (316) 268-4519
and
City Attorney
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
Fax # (316) 268-4335

If to the Escrow Agent:

Mark Unangst, Senior Vice President
Gershman Investment Corp. d/b/a Gershman Mortgage
7 North Bemiston Avenue
St. Louis, Missouri 63105
Fax # (212) _____

If to the Developer:

John K. McWilliams, Manager
KS1 LLC
7979 East Princess Drive, Suite 17
Scottsdale, Arizona 85255
Fax # (435) 575-0143

With copy to:

James R. Peck, Esq.
Morris, Manning & Martin, LLP
1401 Eye Street, N.W., Suite 600
Washington, DC 20005

Section 5.2. The Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from moneys on deposit in the funds created pursuant to this Escrow Agreement.

Section 5.3. The Escrow Agent's fee for its services under this Escrow Agreement shall be a one-time payment in the amount of \$_____, which shall be paid by the Developer concurrently with the HUD Loan closing.

Section 5.4. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 5.5. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.6. This Escrow Agreement may not be amended except by a written instrument executed by the City and the Escrow Agent; provided, however, that any amendment which affects the rights of the Developer shall not be effective until the Developer has consented in writing to such amendment.

Section 5.7. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

Section 5.8. The transactions described herein may be conducted and documents may be stored by electronic means.

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IN WITNESS WHEREOF, City and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

CITY OF WICHITA, KANSAS

(SEAL)

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

GERSHAM INVESTMENT CORP.
as Escrow Agent

By: _____
Name:
Title:

KS1, LLC
a Kansas limited liability company,
as Developer

By: Exchange Place Manager, LLC
a Kansas limited liability company,
Manager

By: _____
John K. McWilliams, Jr.
Manager

EXHIBIT A

DEBT SERVICE SCHEDULE ON TIF BONDS

EXHIBIT B
PENDING CREDITOR CLAIMS

**City of Wichita
City Council Meeting
March 3, 2015**

TO: Mayor and City Council

SUBJECT: Public Hearing and Approval of KICFA Educational Facilities Refunding Revenue Bonds (Newman University) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and adopt the Resolution.

Background: The Kansas Independent College Finance Authority (“KICFA”) is a finance authority for private educational institutions created by an interlocal cooperation agreement between the City of Wichita and the cities of Atchison, Baldwin City, Hesston, Hillsboro, Leavenworth, Lindsborg, McPherson, North Newton, Olathe, Ottawa, Salina, Sterling, and Winfield.

Newman University and KICFA now desire KICFA to issue its Educational Facilities Refunding Revenue Bonds in an amount not to exceed \$8,500,000 for the purpose of refunding the 2011 Bonds and paying a portion of the costs of issuance incurred in connection with the 2015 Bonds.

Analysis: In March, 2011, KICFA issued its Educational Facilities Refunding and Improvement Revenue Bonds for the benefit of Newman University, the proceeds of which were used to (i) refund KICFA’s previously outstanding Educational Facilities Refunding Revenue Bonds, Series 2001 (Newman University), which were issued to refinance the costs of athletic and fine arts facilities; (ii) retire certain existing debt incurred for the construction, furnishing and equipping of library and campus center; (iii) renovate a residential dormitory; (iv) fund a bond reserve account; and (v) pay costs of issuance incurred in connection with the 2011 Bonds.

Because Newman University is a qualified 501(3)(c) organization under the Internal Revenue Code of 1986 (the “Code”), the 2015 Bonds may be issued Federally tax-exempt. Pursuant to Section 147(f) of the Code, the governmental entity having jurisdiction over the facility being financed must hold a public hearing and approve the proposed bonds before such bonds can be issued. The City of Wichita is the governmental entity having jurisdiction over Newman University’s campus.

Holding the public hearing and approving the Resolution will satisfy the relevant requirements of the Code, authorize the Mayor to execute and deliver a Certificate of Approval, and allow KICFA to proceed with the issuance of the 2015 Bonds.

Financial Considerations: There is no cost to the City of Wichita. KICFA will issue the bonds which will be repaid by revenues from Newman to KCFA. Newman will pay all costs of issuance.

Legal Considerations: Newman University has selected Triplett, Woolf & Garretson to serve as bond counsel to KICFA in the transaction and Central States Capital Markets LLC of Wichita to underwrite

KICFA/Newman University

March 3, 2015

Page 2

the KICFA Bonds. A notice of the public hearing has been published 14 days in advance as required by federal law. The notice and the attached Resolution approving the issuance of the KICFA Bonds were prepared by Triplett, Woolf & Garretson. The Law Department has approved the form of notice and Resolution.

Recommendations/Actions: It is recommended City Council close the public hearing and adopt the Resolution approving the issuance of the KICFA Bonds and authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 15-056

OF THE
CITY OF WICHITA, KANSAS

APPROVING THE ISSUANCE BY THE
KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY
OF NOT TO EXCEED \$8,500,000
EDUCATIONAL FACILITIES REFUNDING REVENUE BONDS
(NEWMAN UNIVERSITY)

RESOLUTION NO.15-056

A RESOLUTION APPROVING THE ISSUANCE BY THE KANSAS INDEPENDENT COLLEGE FINANCE AUTHORITY OF NOT TO EXCEED \$8,500,000 EDUCATIONAL FACILITIES REFUNDING REVENUE BONDS (NEWMAN UNIVERSITY) FOR THE PURPOSES OF REFUNDING CERTAIN PRIOR BONDS.

WHEREAS, the Kansas Independent College Finance Authority (the “Authority”) is created and organized as a separate legal entity by its member cities pursuant to Article 12, Section 5 of the Kansas Constitution and the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, as amended (the “Act”), and is authorized to issue bonds or notes for the purpose of making loans to independent colleges and universities within its member cities to finance, refinance and reimburse the costs of educational facilities and working capital funds and related costs of such financings, said bonds or notes to be secured by a pledge of payments made to the Authority by the participating educational institutions; and

WHEREAS, the Authority has established a capital projects and working capital loan program under which the Authority will issue its Educational Facilities Refunding Revenue Bonds, Series 2015 (Newman University), in the aggregate principal amount not to exceed \$8,500,000 (the “Series 2015 Bonds”), for the purpose of providing funds to make a capital project loan to Newman University, Inc., a Kansas not-for-profit corporation, the proceeds of which will be used for refunding the Authority’s Educational Facilities Refunding and Improvement Revenue Bonds, Series 2011 (Newman University) (the “2011 Bonds”) and paying a portion of the Costs of Issuance to be incurred in connection with the Series 2015 Bonds; and

WHEREAS, the governing body of the City of Wichita, Kansas (the “City”) has conducted a public hearing following at least 14 days published notice, and finds and determines that it is necessary and desirable to approve the issuance of the Series 2015 Bonds by the Authority.

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

Section 1. Approval of Issuance of Bonds. The City hereby approves the issuance of the Series 2015 Bonds by the Authority.

Section 2. Execution of Agreements. The Mayor or Vice Mayor are hereby further authorized and directed to execute and deliver such documents, certificates and instruments for and on behalf of and as the act and deed of the City in substantially the form presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the City are hereby

authorized and directed to attest the execution of such documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the intent of this Resolution.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City 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, all as necessary to carry out and give effect to the transactions contemplated hereby and thereby.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas this 3rd day of March, 2015.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Sharon L. Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Mosley Avenue Project Plan (Tax Increment Financing) and Development Agreement (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve second reading of the ordinance adopting the Tax Increment Financing (TIF) Project Plan and first reading of the ordinance authorizing the Development Agreement.

Background: On December 21, 1999, the City Council adopted an ordinance establishing the boundaries of the Old Town Cinema Redevelopment District. On December 11, 2001, the City Council adopted an ordinance reducing the boundaries of the redevelopment district to the area from Santa Fe to Washington and from Second Street to Third Street. The Old Town Cinema Redevelopment District is sub-divided into three TIF project areas, Old Town Cinema, Mosley Avenue and Washington Avenue Corridor.

In order to use TIF, the City Council must adopt a redevelopment project plan for a project area within the district. A project plan provides detailed information on the proposed project and how TIF would be used and demonstrates how the projected increase in property tax revenue will amortize the costs financed with TIF. On January 6, 2015, the City Council a first read an ordinance approving the attached Mosley Avenue Project Plan. The City Council instructed that second reading of the ordinance be withheld until staff negotiated a development agreement with the developer. Staff has negotiated the attached Development Agreement with the developer that details the improvements to be constructed by the City and the developer and restricts the ability of the developer to contest the taxable valuation of property it owns within the project area.

Analysis: A development group has recently purchased several buildings along Mosley Avenue, from 2nd to 3rd Street. The developer plans to redevelop approximately 62,000 square feet of commercial space as an extension of Old Town. In order to improve access and provide improvements consistent with the overall Old Town district, Mosley and Rock Island Avenues need to be improved from 2nd to 3rd Street.

Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street are proposed to be reconstructed as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in Old Town. Ornamental lighting, landscaping, benches, trash cans and bicycle racks will be provided. Approximately 33 on-street parking stalls will be provided along with a loading area near the Marriott Courtyard. Brick sidewalks approximately nine feet wide will be constructed on each side of the street. Drainage will be sloped to the center of the street and collected by grated inlets in the center of the street. The \$1.5 million in proposed improvements have been identified in the City's Capital Improvement Plan. The improvements are eligible to be funded by TIF revenues from the TIF district.

Tax Increment Financing (TIF)

TIF uses the increase in property tax revenue resulting from the growth in property value generated by redevelopment of real property to pay the debt service on City bonds issued to finance eligible project costs. The growth in property value is measured from the value in the year the TIF project plan was established, and the tax revenue is measured using city, county and school district tax levies. The project will be funded with the TIF revenue generated within the Project Area as well as approximately \$1.3 million in excess TIF revenue generated by the Old Town Cinema Project, until such time as the Old Town Cinema Project Plan ends in 2021. With the excess TIF revenue, the debt service coverage ratio for the project is 1.4 to 1.

The Development Agreement details the improvements to be constructed by the City and Developer. It further restricts the ability of the developer to contest the taxable valuation of property it owns within the project area. Once the second reading of the project plan ordinance is adopted and transmitted to the County Clerk, the City will be authorized to use TIF to finance eligible project costs.

Financial Considerations: The Old Town Cinema Project, adopted in 2002, is expected to repay all TIF costs and provide additional revenue to the Mosley Avenue Project prior to its expiration in 2021. Mosley and Rock Island improvements are identified projects within the Capital Improvement Plan. The improvements are planned to be financed by City general obligation bonds, which will be repaid from TIF revenue. The feasibility study, included in the attached project plan, indicates that TIF capacity will be sufficient to pay projected bond payments. All costs of reproducing, mailing and publishing the resolution will be paid from the City's Economic Development Fund.

Legal Considerations: The Law Department has reviewed and approved as to form the ordinance adopting a redevelopment project plan, the home rule ordinance for bonding authorization (needed to initiate the TIF-funded improvement project) and the Development Agreement detailing the improvements to be constructed by the City and the developer.

Recommendation/Action: It is recommended that the City Council:

1. Approve second reading of the ordinance adopting the Mosley Avenue TIF Project Plan;
2. Approve first reading of the home rule ordinance authorizing the Development Agreement and the issuance of bonds for the TIF-funded improvements; and
3. Authorize the necessary signatures

Attachment(s):

- Mosley Avenue Project Plan
- Ordinance adopting the TIF Project Plan – requires 2/3 vote for adoption
- Development Agreement
- Home Rule Ordinance authorizing Development Agreement and bond issuance

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

ORDINANCE NO. 49-918

AN ORDINANCE ADOPTING A REDEVELOPMENT PROJECT PLAN FOR THE MOSLEY AVENUE PROJECT AREA LOCATED WITHIN THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT.

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

WHEREAS, by Ordinance No. 44-464, passed December 21, 1999, and published December 24, 1999, the City of Wichita, Kansas (the “City”) established a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, as amended, known as the Old Town Cinema Redevelopment District (the “District”), and

WHEREAS, by Ordinance No. 45-157, adopted December 18, 2001, and published December 22, 2001, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

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

WHEREAS, pursuant to Ordinance No. 49-849, passed October 21, 2014, and published October 24, 2014, a non-substantial amendment to Ordinance No. 44-464 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, the City has previously adopted a redevelopment project plan for the Old Town Cinema Project Area within the District; and

WHEREAS, the City has prepared an additional redevelopment project plan entitled “Redevelopment Project Plan for Mosley Avenue Project Area, dated October 23, 2014” (the “Project Plan”) in accordance with the Act, which includes, but is not limited to, the reconstruction of Mosley Avenue from 2nd Street to 3rd Street and Rock Island Avenue for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in the District, together with ornamental lighting, landscaping, benches, trash cans, bicycle racks, brick streets and sidewalks and related site and public improvements (the “Project”) all in conjunction with development of commercial structures by a private developer within the Mosley Avenue Project Area of the District (the “Project Area”) and is considering adoption of the Project Plan; and

WHEREAS, on October 23, 2014, the Wichita Sedgwick County Metropolitan Area Planning Commission reviewed the proposed Project Plan and has adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, pursuant to the requirements of the Act and Resolution No. 14-337, adopted December 2, 2014, the Governing Body set a public hearing to consider the adoption of the Project Plan on January 6, 2015, at 9:00 a.m. or as soon thereafter as the matter could be heard, at the City Council Chambers in City Hall, 455 N. Main, Wichita, Kansas; and

WHEREAS, notice of such public hearing was provided as required by the Act; and

WHEREAS, on January 6, 2015, the public hearing was opened, public comment was received by the Governing Body and the public hearing was closed; and

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

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

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

Section 2. Effective Date This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper.

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

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-___ (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by not less than two-thirds vote of the City Council on January 13, 2015, that the record of the final vote on its passage is found on page ___ of journal ___; that it was published in the official newspaper of the City on January 16, 2015; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: January 16, 2015.

Karen Sublett, City Clerk

City of Wichita
Old Town Cinema Redevelopment District
Mosley Avenue
Project Plan

October 23, 2014

Prepared by City of Wichita
Office of Urban Development

I N D E X

1. Comprehensive Financial Feasibility Study
2. Redevelopment District Plan
3. Map and Legal Description of Property to be Redeveloped
4. Relocation Assistance Plan
5. Description of Proposed Redevelopment Project
6. City Council Ordinances and Resolutions
7. Metropolitan Area Planning Commission Resolution

Comprehensive Financial Feasibility Study

*Comprehensive Financing Feasibility Study for the
Mosley Avenue Project
within the
Old Town Cinema Redevelopment District
City of Wichita, Kansas*

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

Overview

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

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

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

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

1. A summary or copy of the Comprehensive Financial Feasibility Study.
2. A reference to the statutorily required district plan for the District.
3. A description and map of the area to be redeveloped (“the Project”).
4. The Relocation Assistance Plan (if applicable).
5. A detailed description of all buildings and facilities proposed to be constructed or improved.
6. Any other information the City deems necessary to advise the general public of the intent of the Project Plan.

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

Pursuant to all the provisions of the Act, the City of Wichita has, by Ordinance No. 44-464 dated December 21, 1999, found a portion of the City to be an area of slum and blight and that redevelopment of the area is necessary to promote the general and economic welfare of the City. With Ordinance No. 44-464, the City also established and designated such area as the Old Town Cinema Redevelopment District (“the District”). The District boundaries are shown in Exhibit I. Ordinance No. 44-464 also includes the statutorily required district plan for the redevelopment of the District.

The City is currently considering the adoption of a Project Plan for the proposed Mosley Avenue Project (“the Project”) within the Old Town Cinema Redevelopment District. Adoption of the Project Plan is being considered to finance eligible redevelopment costs associated with the redevelopment of the block from Rock Island to Mosley Avenue and from Second Street to Third Street (the “Project Area”). Specifically, the City will provide public amenities, including reconstruction of Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking in the Project Area as its contribution to the development. The development consists of redevelopment of the former warehouse buildings along both sides of Mosley Street between 2nd Street and 3rd Street.

The City’s 2011-2020 adopted Capital Improvement Program identifies the public infrastructure improvements for construction and financing. The City will provide public funding, including tax increment financing and general obligation bond financing to finance the costs of paving Rock Island and Mosley Avenues, including streetscaping.

General Description of Tax Increment

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

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

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

Tax increment funds may only be used to pay for certain statutorily-defined eligible project costs, including principal and interest on debt issued, in whole or in part, to finance eligible project costs within the redevelopment district. Such debt includes notes, special obligation bonds, full faith and credit tax increment bonds, and other debt instruments. The City intends to issue its full faith and credit tax increment bonds to finance Mosley Avenue Project costs that are eligible for tax increment financing, including infrastructure improvements, streetscaping and pedestrian improvements.

Project Description

The Mosley Avenue Project consists of the redevelopment of three buildings along Mosley Street between 2nd Street and 3rd Street that contain a total of approximately 62,000 square feet with commercial uses as an extension of Old Town. Improvements to be financed by tax increment financing include reconstruction of Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in Old Town.

**Projected Revenues (Benefits)
Captured Assessed Value**

It is the City’s intention to use the property tax increment generated by the District to pay the debt service on general obligation bonds issued by the City to finance its contribution to the Project. The property tax increment is based on the District’s increase in assessed value over its Original Assessed Value. This increase in value is expected to be recorded beginning in January of 2015 through January of 2019 (project completion in 2018) and is referred to as the Captured Assessed Value.

The Total Assessed Value for the Project Area as of January 1, 2019 is estimated to be \$928,937. The Original Assessed Value of the Project Area, as assessed in January 2014 for taxes payable in 2014-2015, is \$272,245, according to data provided by the City of Wichita Geographic Information Service. Therefore, the Captured Assessed Value of the Project Area as of January 1, 2019 is \$656,692.

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

Property Tax Rates

In order to determine the amount of tax increment generated by the District in any given year, the Captured Assessed Value of the District must be multiplied by the sum of the tax rates for all *applicable* taxing jurisdictions for that year. For taxes levied in 2013 and payable in 2014, the applicable rate is 99.101 mills as shown below. The State of Kansas rate of 1.5 mills is not applicable to TIF and has been omitted from the following total:

<u>Jurisdiction</u>	<u>Mill Rate</u> <u>(2013)</u>
City of Wichita	32.509
Sedgwick County	29.377
USD No. 259	37.215
TIF-Applicable Mill Rate	99.101

Projected Property Tax Increment and Other Project Revenue

The projected property tax increment generated by the District is shown in column 8 of Exhibit III. Such projections are based on captured assessed values derived from captured assessed valuations and tax rates as previously discussed. It is assumed that Project construction will begin in 2015 and be completed before the end of 2018, and therefore achieve full valuation by January 1, 2019. It is estimated that in 2018 the property tax increment will be \$65,079. Excess TIF revenue generated by the Old Town Cinema Project, within the Old Town Cinema Redevelopment District, will contribute to the Mosley Avenue debt service until such time as the Old Town Cinema Project Plan ends.

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

Projected Expenditures (Costs)

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

Sources	
Par Amount of Bonds	\$1,550,000.00
Uses	
Infrastructure and Parking	1,500,000.00
Financing and Other Costs	50,000.00
	\$1,550,000.00

It is anticipated that all eligible project costs will be financed with general obligation (full faith and credit) tax increment financing bonds issued by the City. Exhibit IV illustrates a \$1,550,000 taxable general obligation tax increment bond issue sold in 2018.

Conclusions

Kansas Statutes require that the Comprehensive Financial Feasibility Study must demonstrate that the benefits derived from the Project will exceed the costs, and that the income therefrom will be sufficient to pay for all eligible project costs. As previously discussed, Exhibit III illustrates the projections of tax increment through the year 2035. Projected net tax increment revenue is available to pay debt service on outstanding general obligation bonds issued to finance eligible project costs.

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

Old Town Cinema Redevelopment District

City of Wichita, Kansas

-  Old Town Cinema
-  Tax Increment District
-  Property Parcels
-  Inside District
-  Property Parcels
-  Outside District
-  Moseley Avenue
-  Project Area

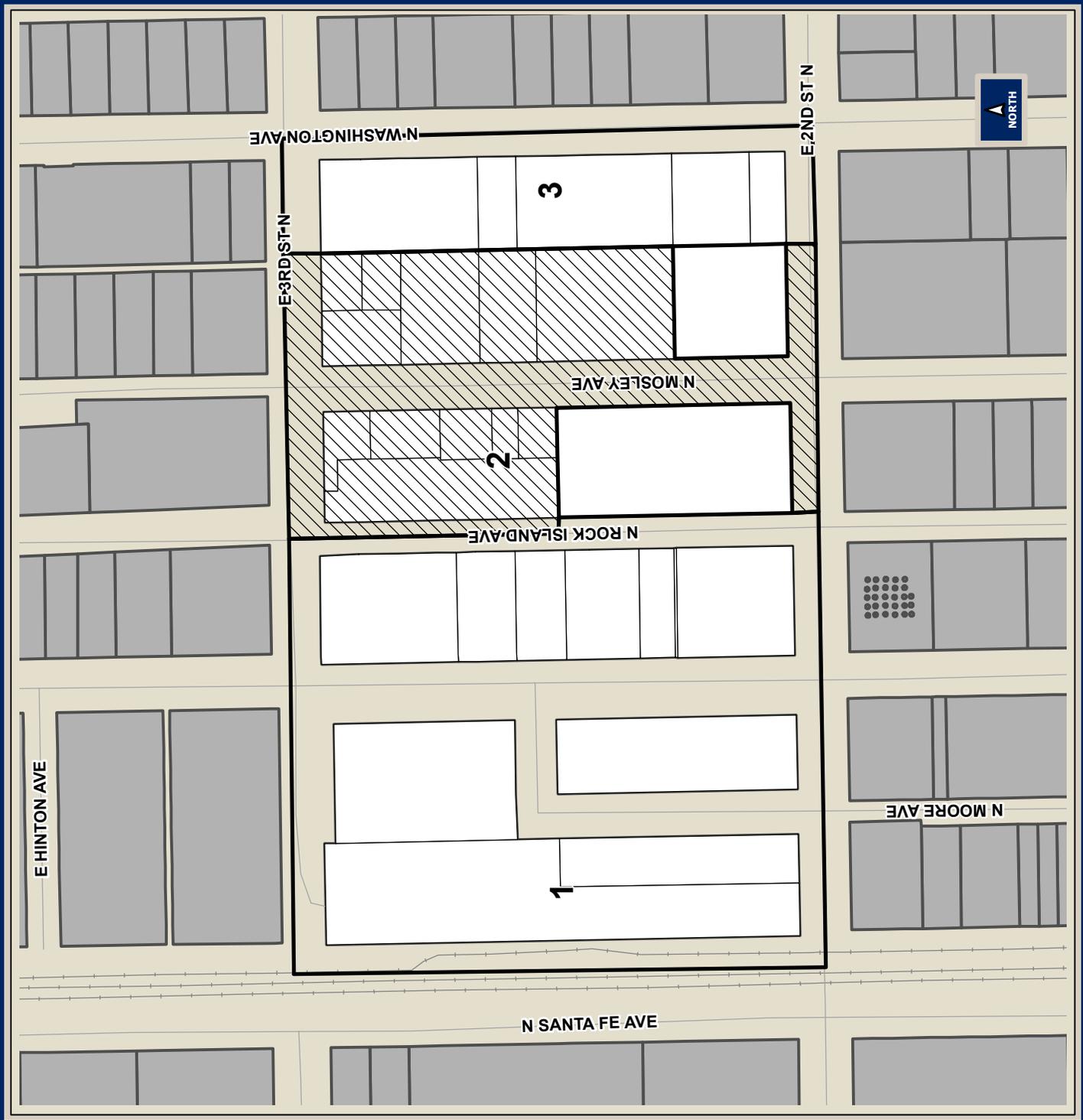
Software: ArcGIS 10.1
Hardware: Dell Precision
Printer: HP 5000 Plotter

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

Road Centerlines
provided by
City of Wichita

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It is understood that while the City of Wichita Data Center
Geographical Information Systems Department has no indication
and is not to be held liable for any inaccuracies in information
incorporated in the base map, the Data Center GIS per



Projected Tax Increment Report

City of Wichita, Kansas
 Old Town Cinema Redevelopment District
 Mosley Avenue Project

Levy & Appraised Year (1)	Year Taxes Distributed (2)	Total Assessed Value (3)	Original Assessed Value (4)	Captured Assessed Value (6)	Mill Rate (7)	Tax Increment Collected (a) (8)
2015	2016	\$ 283,733	272,245	11,488	99.101	1,139
2016	2017	\$ 394,074	272,245	121,829	99.101	12,073
2017	2018	\$ 577,307	272,245	305,062	99.101	30,232
2018	2019	\$ 928,937	272,245	656,692	99.101	65,079
2019	2020	\$ 5,590,801	480,633	5,110,168	99.101	506,423
2020	2021	\$ 5,702,617	480,633	5,221,984	99.101	517,504
2021	2022	\$ 5,816,669	480,633	5,336,036	99.101	528,806
2022	2023	\$ 1,005,511	272,245	733,266	99.101	72,667
2023	2024	\$ 1,025,621	272,245	753,376	99.101	74,660
2024	2025	\$ 1,046,133	272,245	773,888	99.101	76,693
2025	2026	\$ 1,067,056	272,245	794,811	99.101	78,767
2026	2027	\$ 1,088,397	272,245	816,152	99.101	80,881
2027	2028	\$ 1,110,165	272,245	837,920	99.101	83,039
2028	2029	\$ 1,132,368	272,245	860,123	99.101	85,239
2029	2030	\$ 1,155,016	272,245	882,771	99.101	87,483
2030	2031	\$ 1,178,116	272,245	905,871	99.101	89,773
2031	2032	\$ 1,201,678	272,245	929,433	99.101	92,108
2032	2033	\$ 1,225,712	272,245	953,467	99.101	94,490
2033	2034	\$ 1,250,226	272,245	977,981	99.101	96,919

EXHIBIT III

Projected Bond Cash Flow Report

City of Wichita, Kansas
Old Town Cinema Redevelopment District
Mosley Avenue Project

Annual Period Ending (1)	Principal (2)	G.O. Interest Rate (3)	Interest (4)	P&I (5)	Net Tax Increment (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2016		3.50%	-	-	1,139	1,139	1,139
9/1/2017	-	3.50%	-	-	12,073	12,073	13,212
9/1/2018	10,000	3.50%	27,125	37,125	30,232	(6,893)	6,319
9/1/2019	15,000	3.50%	53,900	68,900	65,079	(3,821)	2,498
9/1/2020	315,000	3.50%	53,375	368,375	506,423	138,048	140,545
9/1/2021	325,000	3.50%	42,350	367,350	517,504	150,154	290,699
9/1/2022	335,000	3.50%	30,975	365,975	528,806	162,831	453,531
9/1/2023	30,000	3.50%	19,250	49,250	72,667	23,417	476,948
9/1/2024	30,000	3.50%	18,200	48,200	74,660	26,460	503,408
9/1/2025	35,000	3.50%	17,150	52,150	76,693	24,543	527,951
9/1/2026	40,000	3.50%	15,925	55,925	78,767	22,842	550,793
9/1/2027	40,000	3.50%	14,525	54,525	80,881	26,356	577,149
9/1/2028	45,000	3.50%	13,125	58,125	83,039	24,914	602,063
9/1/2029	45,000	3.50%	11,550	56,550	85,239	28,689	630,752
9/1/2030	50,000	3.50%	9,975	59,975	87,483	27,508	658,261
9/1/2031	55,000	3.50%	8,225	63,225	89,773	26,548	684,808
9/1/2032	55,000	3.50%	6,300	61,300	92,108	30,808	715,616
9/1/2033	60,000	3.50%	4,375	64,375	94,490	30,115	745,731
9/1/2034	65,000	3.50%	2,275	67,275	96,919	29,644	775,375
	1,550,000		348,600	1,898,600	2,673,975	775,375	

District Plan

REVISED DISTRICT PLAN FOR THE REDEVELOPMENT OF THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

SECTION 1: PURPOSE

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

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

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

SECTION 3: BUILDINGS AND FACILITIES

The proposed redevelopment district is within the city limits of Wichita, Kansas immediately north of the Old Town Redevelopment District. The district is bounded on the north by Third Street North, on the east by Washington, on the south by Second Street North, and on the west by Santa Fe Avenue.

Most of the structures in the district were built in the early 1900's. A majority of these structures are being used as warehouses, but there are a few retail businesses along the main streets (Second Street and Washington). Curbs, gutters, streets and street lighting are well below average. Some of the streets appear to have designed as alleys to provide access to loading docks behind warehouses. Streets are a mixture of brick concrete and asphalt. Curbs and gutters are intermittent throughout the district.

The condition of the area is typical of that of a seventy to ninety year old industrial section. Minimal upkeep has been provided for the infrastructure, and the structures have slowly deteriorated with time. With warehousing being the primary business in the area, major improvements to buildings, streets, etc., have not been a priority.

SECTION 4: REDEVELOPMENT

The first phase for redevelopment, the Old Town Cineman Redevelopment Project, has been completed. The project consists of a multi-screen cinema complex, a two-story mixed-use park/retail facility, two commercial retail buildings, and a public plaza area. The project is located in the western half of the redevelopment district. The use of tax increment financing was limited to public infrastructure

improvements, such as property acquisition, streetscape, public parking, utility extensions and public art.

Current plans for the next phases of redevelopment in the area include the Mosley Avenue and Washington Avenue Corridor projects. Mosely Avene will include a mixed-use commercial project as well as public infrastructure improvements to Rock Island and Mosley Avenues. It is anticipated that improvements within the Washington Corridor project will include more extensive public infrastrucure improvements to support a mixed use redevelopment, including demolotion and new construction, project along the corridor.

SECTION 5: SUMMARY

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

SCHEDULE I

MAP GENERALLY DEPICTING PROJECT AREAS

[ON FOLLOWING PAGE]

Old Town Cinema Redevelopment District

City of Wichita, Kansas

-  Old Town Cinema
-  Tax Increment District
-  Property Parcels
-  Inside District
-  Property Parcels
-  Outside District

Project Areas

-  Mosley Avenue
-  Old Town Cinema
-  Washington Avenue Corridor

Software: ArcGIS 10.1
Hardware: Dell Precision
Printer: HP 5000 Plotter

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

Road Centerlines
provided by
City of Wichita

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We warrant that the data was prepared by the City of Wichita Data Center. We do not warrant that the data is accurate, complete, or up-to-date, and we make no representation or warranty as to the accuracy, completeness, or reliability of the information incorporated in the base map. The Data Center GIS per



Map and Legal Description of Property to be Redeveloped

Old Town Cinema Redevelopment District

City of Wichita, Kansas

-  Old Town Cinema
-  Tax Increment District
-  Property Parcels
-  Inside District
-  Property Parcels
-  Outside District
-  Moseley Avenue
-  Project Area

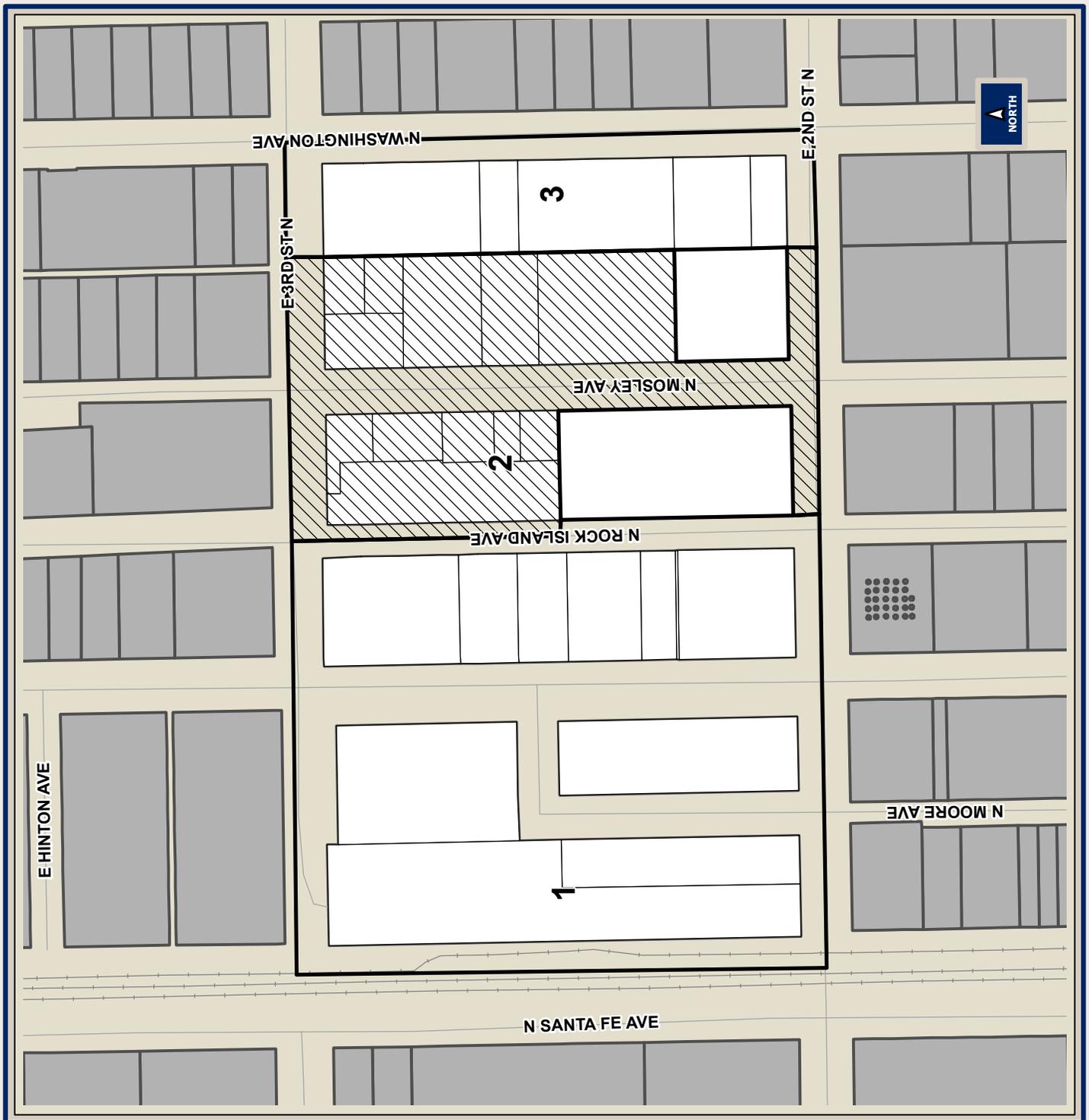
Software: ArcGIS 10.1
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Map Data Source:
Property Parcels
provided by
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Road Centerlines
provided by
City of Wichita

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Geographical Information Systems Department have no indication
and it is not to be taken as an endorsement of information
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included in the base map, the Data Center GIS per



**BOUNDARY DESCRIPTION OF THE
OLD TOWN CINEMA REDEVELOPMENT DISTRICT AND THE
MOSLEY AVENUE PROJECT AREA**

Redevelopment District

Within the City of Wichita, Sedgwick County Kansas, beginning at the intersection of East 3rd Street North and North Washington Avenue, thence south along the center line of North Washington Avenue to the intersection of North Washington Avenue and East 2nd Street North, thence west along the center line of East 2nd Street North to the intersection of East 2nd Street North and North Santa Fe Avenue, thence north along the center line of North Santa Fe Avenue to the intersection of North Santa Fe Avenue and East 3rd Street North, thence east along the center line of East 3rd Street North to the intersection of East 3rd Street North and North Washington Avenue, being the point of beginning.

Project Area

Within the City of Wichita, Sedgwick County, Kansas beginning at the intersection of East 3rd Street North and North Rock Island Avenue; thence south along the center line of North Rock Island Avenue a distance of 340 feet more or less; thence east to the east right-of-way line of North Rock Island Avenue; thence south along the east right-of-way line of North Rock Island Avenue to the center line of East 2nd Street North; thence east along the center line of East 2nd Street North a distance of 345 feet more or less to a point perpendicular with the center line of the vacated alley in Block B, H.L. and Annie M. Taylors Addition; thence north to the north right-of-way line East 2nd Street North; thence north along the center line of the vacated alley in Block B, H.L. and Annie M. Taylors Addition to the center line of East 3rd Street North; thence west along the center line of East 3rd Street North to the intersection of East 3rd Street North and North Rock Island Avenue, being the point of beginning; EXCEPT Lots 19, 20, 21, 22, 23, and 24, Block A, H.L. and Annie M. Taylors Addition and the surplus adjacent on the east, excluding the west 10 feet thereof; and EXCEPT Lots 1, 2, and 3, excluding the north 0.73 feet of Lot 3, H.L. and Annie M. Taylors Addition and the west half of the vacated alley in Block B, H.L. and Annie M. Taylors Addition adjacent thereto.

Relocation Assistance Plan

RELOCATION ASSISTANCE PLAN

(K.S.A. 12-1777)

Assistance for the relocation of persons, families or businesses from property acquired by the City of Wichita in conjunction with the Old Town Cinema Redevelopment Project is not required. No persons or families residing in the Old Town Cinema Redevelopment District will be displaced as a result of the proposed redevelopment project. All businesses displaced by the Project have been relocated as part of the compensation paid to the businesses as part of the acquisition of real property.

Description of Mosley Avenue Project

Old Town Cinema Redevelopment District

DESCRIPTION OF PROPOSED MOSLEY AVENUE PROJECT

The Mosley Avenue Project consists of redevelopment of the former warehouse buildings along both sides of Mosley Avenue between 2nd Street and 3rd Street referred to as the “Project Area” (see attached district map). The property is currently owned by Mosley Investments LLC and is located within the Old Town Cinema Redevelopment District.

Mosley Avenue Redevelopment

Mosley Investments LLC will redevelop three buildings along Mosley Avenue between 2nd Street and 3rd Street that contain a total of approximately 62,000 square feet with commercial uses as an extension of Old Town. The redevelopment project includes reconstruction of Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in Old Town. A site plan and project renderings of the proposed development are attached as Exhibit A. Construction is anticipated to begin in the summer of 2015 and be completed the summer of 2016.

Infrastructure Improvements

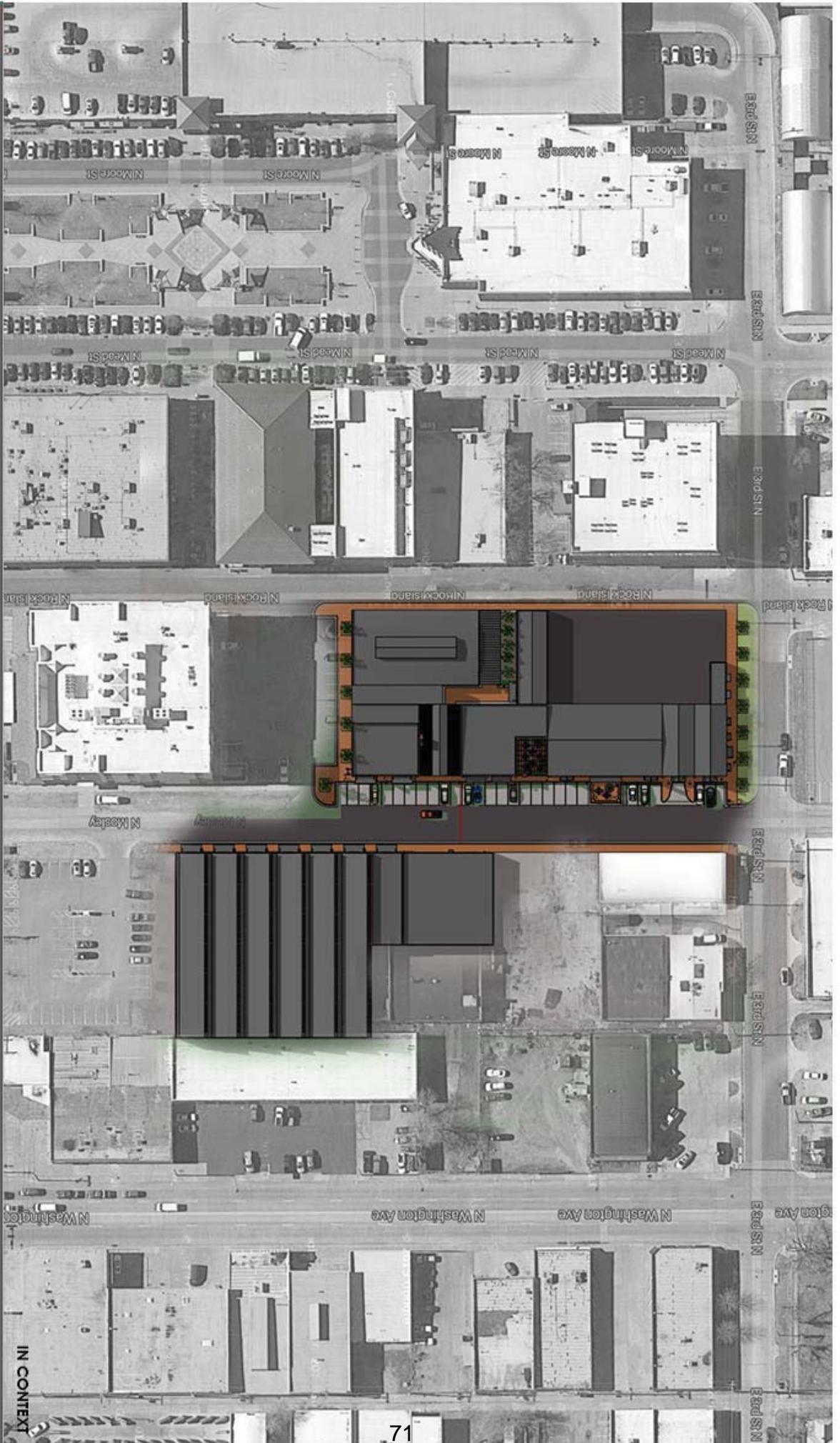
Mosley from 2nd Street to 3rd Street and Rock Island for one-half block south of 3rd Street will be reconstructed as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in Old Town. Ornamental lighting, landscaping, benches, trash cans, bicycle racks, brick streets and sidewalks will be constructed. Approximately 33 on-street parking stalls will be provided along with a loading area near the Marriott Courtyard. The parking and loading areas will be concrete. Brick sidewalks approximately nine feet wide will be constructed each side of the street. Drainage will be sloped to the center of the street and collected by grated inlets in the center of the street.

USE OF TAX INCREMENT FINANCING

Upon adoption of this project plan, the City will have established its authority under state law (K.S.A. 12-1770 *et seq.*) to issue general obligation bonds to finance TIF-eligible improvements, which bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. The TIF-funded improvements consist of the following:

- **Public improvements** – The City will undertake the construction of the infrastructure improvements listed above, at an estimated cost of \$1,500,000.
- **Financing and Other costs** - \$50,000
- **Total TIF-funded costs** -- \$1,550,000.

EXHIBIT A
SITE PLAN AND PROJECT RENDERINGS
[ON FOLLOWING PAGE]



MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

IN CONTEXT



SPT SPANGENBERG, PHILLIPS, TICE
271 N. MEAD, SUITE 201, WICHITA, KS 67202
TEL: 316-261-0022 FAX: 316-261-1029

MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

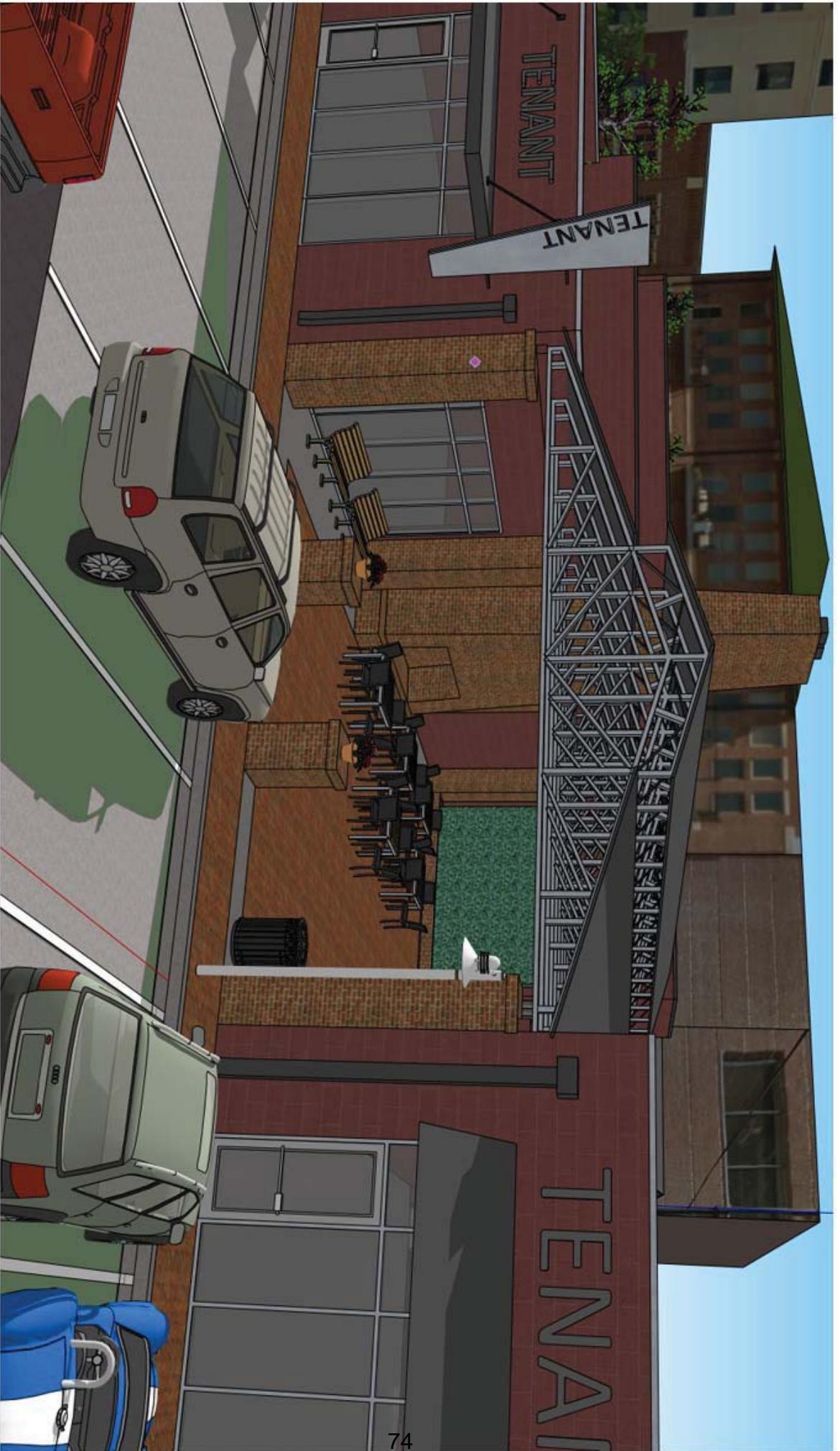


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MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013



SPT SPANGENBERG PHILLIPS TICE
217 N. WALDO, SUITE 201, WICHITA, KS 67202
TEL: 316-261-0002 FAX: 316-261-1029

MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013



SPT SPANGENBERG PHILLIPS TICE
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MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013



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MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013



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TEL: 316-261-0002 FAX: 316-261-0199

MOSLEY DISTRICT AT OLD TOWN

WICHITA, KS

22 NOV. 2013

City Council Ordinances and Resolutions

Metropolitan Area Planning Commission Resolution

DEVELOPMENT AGREEMENT

CITY OF WICHITA, KANSAS AND MOSLEY INVESTMENTS LLC (MOSLEY STREET PROJECT – OLD TOWN CINEMA REDEVELOPMENT DISTRICT)

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is dated and entered into as of March 13, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **MOSLEY INVESTMENTS LLC**, a Kansas limited liability company (the “**Developer**”); collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. On December 21, 1999, the City Council of the City (the “**Governing Body**”) approved Ordinance No. 44-464, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended (the “**TIF Act**”), known as the Old Town Cinema Redevelopment District (as amended, the “**TIF District**”), which is currently located within the City generally bounded on the north by Third Street, on the east by Washington Avenue, on the south by Second Street and on the west by Santa Fe Avenue, as more specifically described therein.

B. On December 18, 2001 the Governing Body passed Ordinance No. 45-157 that removed certain property and reduced the boundaries of the TIF District pursuant to the TIF Act.

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

D. On October 21, 2014 the Governing Body passed Ordinance No. 49-849, a non-substantial amendment to Ordinance No. 44-464 and the TIF District Plan was made by attaching a map of the proposed project areas.

E. The City has prepared an additional redevelopment project plan for the Mosley Street Project Area (the “**TIF Project Area**”), dated as of October 23, 2014 (the “**TIF Project Plan**”), which includes, but is not limited to, the reconstruction of Mosley Avenue from 2nd Street to 3rd Street and Rock Island Avenue for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in the TIF District, together with ornamental lighting, landscaping, benches, trash cans, bicycle racks, brick streets and sidewalks and related site and public improvements, all in conjunction with development of commercial structures by the Developer within the TIF Project Area (collectively, the “**TIF Development Project**”).

F. On October 23, 2014, the Wichita Sedgwick County Metropolitan Area Planning Commission reviewed the proposed TIF Project Plan and adopted a resolution finding that the TIF Project Plan is consistent with the comprehensive plan for the development of the City.

G. Pursuant to the requirements of the TIF Act and Resolution No. 14-337, adopted December 2, 2014, the Governing Body set a public hearing to consider the adoption of the TIF Project Plan on January 6, 2015 and notice of such public hearing was provided as required by the Act.

H. On January 6, 2015, the public hearing was opened, public comment was received by the Governing Body and the public hearing was closed and on March 3, 2015, the Governing Body by a vote of at least two-thirds of its members approved Ordinance No. 49-[___], which approved the TIF Project Plan, a copy of which is attached hereto as *Exhibit A*.

I. On March 3, 2015, the Governing Body received public comment relating to this Agreement and on March 10, 2015, passed Ordinance No. 49-[___] approving the execution of this Agreement, a copy of which is attached hereto as *Exhibit B*.

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

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

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

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

“Base Developer Property Valuation” means the aggregate assessed valuation of the Developer Property for 2014, as set forth on *Exhibit D* hereto

“City” means the City of Wichita, Kansas.

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

“City Project” means the reconstruction of Mosley Avenue from 2nd Street to 3rd Street and Rock Island Avenue for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in the TIF District, together with ornamental lighting, landscaping, benches, trash cans, bicycle racks, brick streets and sidewalks and related site and public improvements, as more fully described in the TIF Project Plan.

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

“Condition Precedent” shall mean legal ability of the City to issue the TIF Bonds pursuant to the TIF Act.

“Developer” shall mean Mosley Investments LLC, a Kansas limited liability company, and its successors and assigns.

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

“Developer Project” means the rehabilitation and renovation of certain existing buildings and structures located generally along Mosley Avenue between Second and Third Streets within the Project Area, all in accordance with the provisions of the TIF Project Plan.

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

“Developer Property” means the real property located within the TIF Project Area described on *Exhibit C* hereto.

“Developer Representative”: Shall mean David C. Burk or such other person that is designated by the Developer from time to time. The Developer Representative shall have full power and authority to act on behalf of the Developer in the exercise of its rights and obligations under this Agreement. The City shall rely upon the decisions and directions of the Developer Representative.

“Excusable Delays” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, power failure, strike, acts of war, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governing Body” shall mean the City Council of the City.

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

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

“Hotel Property” means real property within the District currently occupied by the operations of the Marriott Courtyard Hotel, legally described on *Exhibit D* hereto.

“Incremental Valuation Increase” means the aggregate incremental increase in assessed valuation of the Developer Property as the date of this Agreement and estimated for January 1, 2019, as set forth on *Exhibit E* hereto.

“Minimum Developer Property Valuation” means the sum of the Base Developer Property Valuation and the Incremental Valuation Increase, as set forth on *Exhibit E* hereto

“Old Town Cinema Project Area” means the Old Town Cinema Project Area created by the City within the boundaries of the TIF District.

“Old Town Cinema Project Area TIF Bonds” means the full faith and credit tax increment bonds to be issued by the City pursuant to the TIF Act for TIF Eligible Project Costs within the Old Town Cinema Project Area of the TIF District, in an original principal amount of \$4,980,000, \$1,500,000 of which remains outstanding with a final maturity date of September 1, 2018.

“Old Town Cinema Project Area TIF Shortfall Reimbursement” means the amount, as of February 1, 2015, of \$608,396 advanced by the City toward the repayment of the Old Town Cinema Project Area TIF Bonds, and any further advances during the term of Old Town Cinema Project Area TIF Bonds.

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

“Projects” means, collectively, the City Project and the Developer Project.

“Restricted Land Uses” means the restricted land uses within the TIF Project Area set forth on *Exhibit F* hereto.

“Special Assessments” shall mean any special assessments levied for the City Project in accordance with K.S.A. 12-6a01 *et seq.*, as amended

“State” shall mean the state of Kansas.

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

“TIF Bonds” means the full faith and credit tax increment bonds to be issued by the City pursuant to the TIF Act to finance the Projects in an estimated principal amount \$1,550,000 and any refunding bonds issued to refund such bonds.

“TIF District” shall have mean the Old Town Cinema Redevelopment District established by the City Council pursuant to the TIF Act, as amended.

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

“TIF Project Area” shall have the Mosley Avenue Project Area within the TIF District, as may be amended.

“TIF Project Budget” shall mean the detailed budget of the costs of designing and constructing the City Project. A preliminary nondetailed budget overview for the City Project is attached hereto as *Exhibit G*.

“**TIF Project Plan**” means the Redevelopment Project Plan for Mosley Avenue Project Area, dated October 23, 2014, a copy of which is attached hereto as *Exhibit A*.

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

“**TIF Shortfall Reimbursement**” means the aggregate amount of money advanced by the City toward the repayment of the TIF Bonds due to lack of available TIF Revenues to be applied thereto.

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

- A. The terms defined in this Section include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.
- F. The Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

F. **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

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

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

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

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

ARTICLE III

DEVELOPMENT OF THE PROJECTS

Section 3.01. City Project. The City makes the following representations with the City Project:

A. **Conformance with TIF Project Plan.** The City Project shall be developed and constructed in accordance with this Agreement and the TIF Project Plan. No “substantial changes,” as defined in the TIF Act, shall be made to the City Project, except as may be mutually agreed upon, in

writing, between the Developer and the City. Any “substantial changes” shall be made only in accordance with the TIF Act.

B. **Construction Plans and Bidding.** Subject to satisfaction of the Condition Precedent, the City will proceed with due diligence to retain professional consultants to design and develop the City Construction Plans substantially in accordance with the TIF Project Plan. All City Construction Plans are subject to approval of the City Engineer. Upon reasonable advance notice, the Developer may meet with the City to review and discuss the design of the City Construction Plans. The City shall use reasonable efforts to accommodate suggestions from Developer’s Representative concerning such City Construction Plans so long as such suggestions do not increase the costs to the City and do not violate any City policies, laws, codes or ordinances. Upon completion of the City Construction Plans, the City will seek competitive bids for the City Project. In the event that such bids permit the construction of the City Project within the parameters of the City Project Budget, the City and enter into a contract therefore in accordance with applicable law, City ordinances and other applicable rules and regulations.

C. **Construction Timetable.** The contract for construction of the City Project shall contain provisions regarding the anticipated completion thereof. Subject to Excusable Delays, it is anticipated the completion of the City Project shall be within nine (9) months of commencement.

D. **No Special Assessments.** The City shall not impose any Special Assessments on the Developer Property in connection with the City Project.

Section 3.02. Developer Project. The Developer makes the following representations with the Developer Project:

A. **Conformance with TIF Project Plan.** The Developer Project shall be developed and constructed in accordance with this Agreement and the TIF Project Plan. No “substantial changes,” as defined in the TIF Act, shall be made to the Developer Project, except as may be mutually agreed upon, in writing, between the Developer Representative and the City Representative. It is acknowledged by the Parties that the layout and size of particular building improvements and parking will likely change through the planning, zoning and development process. Any “substantial changes” shall be made only in accordance with the TIF Act.

B. **Construction Plans.** The Developer shall submit the Developer Construction Plans for the Developer Project, which may be submitted in phases or stages, for review and approval pursuant to the Wichita/Sedgwick Unified Building and Trade Code. Such plans shall be in sufficient completeness and detail to show that construction will be in conformance with the TIF Project Plan and this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the Developer Project shall be done in accordance with the Developer Construction Plans, the TIF Project Plan and this Agreement

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

D. **Construction Timetable.** The Developer shall proceed with due diligence as market conditions permit to cause the Developer Project to be completed in accordance with the TIF Project Plan. Upon reasonable advance notice, the City may meet with the Developer to review and discuss the status of construction and to determine that the Developer Project is being performed and completed in accordance with this Agreement. The Parties further acknowledge that the nature and size of the improvements constructed may deviate from those provided herein to the extent they remain reasonably consistent with the commercial nature of the uses contemplated under the TIF Project Plan. Subject to Excusable Delays, it is anticipated the completion of the Developer Project will occur not later than December 31, 2018.

E. **Restricted Land Uses.** The Developer acknowledges that the Developer Project shall be subject to the Restricted Land Uses so long as the TIF District is in existence. Developer shall not permit any of such Restricted Land Uses to be made on the Developer Property and shall cause the inclusion of such Restricted Land Uses to be added to all real estate transfer documents as a restrictive covenant. The Developer shall not, nor cause or permit an Affiliate to, own or operate any land, building or structure within the TIF Project Area to be operated in violation of such Restricted Land Uses.

ARTICLE IV

PROJECT FINANCING

Section 4.01. City Project. The City makes the following representations with respect to the City Project:

A. **TIF Bonds.** The City anticipates the issuance of its full faith and credit TIF temporary notes to provide interim financing for the City Project until completion of the Developer Project. The City also anticipates the issuance of the TIF Bonds to permanently finance the City Project Costs of the City Project. Such TIF Bonds shall be issued with a final stated maturity to match the final permitted installment of tax increment for the TIF Project Area pursuant to the TIF Act.

B. **Application of TIF Revenues.** The City is currently in receipt of TIF Revenues based primarily from increment generated within the Old Town Cinema Project Area and subsequently from the Hotel Property within the District. Such TIF Revenues shall be applied: (i) first to the repayment of the Old Town Cinema Project Area TIF Bonds to their scheduled maturity or earlier redemption; (ii) second to repayment of the Old Town Cinema Project Area TIF Shortfall Reimbursement; (iii) third to repayment of the TIF Bonds; and (iv) fourth to reimburse the City for any advances necessary to provide debt service on the TIF Bonds not paid from TIF Revenues. Unless required by the TIF Act, the City covenants not to terminate the TIF District or reduce the available TIF Revenues from the Old Town Cinema Project Area or from the Hotel Property until the TIF Bonds are repaid in full and the City has been reimbursed for the TIF Shortfall Reimbursement.

Section 4.02. Developer Project. The Developer makes the following representations with the Developer Project:

A. **Developer Project Costs.** The Developer shall be responsible for payment of all Developer Project Costs from private debt and equity. Developer represents and warrants to the City that it has the financial capacity to obtain the necessary funds to finance the Developer Project Costs.

B. **Payment of Property Taxes.** The Developer represents and warrants to the City that it will pay or cause to be paid, at the times prescribed by State law, all ad valorem property taxes properly levied against the Developer Property.

C. **Estimate of Property Valuation.** Based on information of record, the **Base Developer Property Valuation** is set forth on *Exhibit E* hereto. Based on information provided to the City by the Developer regarding the scope of the Developer Project, the City, as set forth in the Comprehensive Financing Feasibility Study that is a part of the TIF Project Plan, has calculated the anticipated assessed value of the Developer Property as of 2019. Such amounts and the Incremental Valuation Increase are also set forth on *Exhibit E* hereto.

D. **Contest of Property Valuation.** The Developer, an Affiliate, or any assignee of ownership interest in the Developer Property, shall not contest or protest the amount of the ad valorem taxes or the tax valuation regarding the Developer Property prior to calendar year 2023 unless the tax valuation for the Developer Property as shown on the tax statement for the applicable year exceeds the Cap Rate Valuation. As used above the “Cap Rate Valuation” shall mean the value determined for the Developer Property for the applicable calendar year by dividing the net income derived for the 12-month period immediately preceding the Developer’s receipt of the applicable tax statement by the then generally prevailing cap rate for properties substantially equivalent to the Developer Property. The net income shall be determined in accordance with applicable industry standards and the “Cap Rate” shall be the rate applicable at that time concerning properties substantially equivalent to the Developer Property. Developer shall select two or more recognized real estate appraisal firm acceptable to the City (such as NAI Martens) that prepares Cap Rates for equivalent properties. The Cap Rate to be used by the Developer to calculate the Cap Rate Valuation shall be the mid-point of the spread of the Cap Rates so prepared. If the Cap Rate Valuation is less than the tax valuation of the Developer Property as shown on the tax statement for the applicable year and Developer desires to proceed with the tax contest or protest, Developer shall provide a copy of the prepared Cap Rates and calculation to the City Representative prior to the commencement of such contest or protest. If Developer has the right to contest or protest the ad valorem taxes for any calendar year pursuant to the forgoing prior to 2023, such contest or protest shall not in any event reduce the ad valorem taxes for the Developer Property below the taxes that would be calculated on the Minimum Developer Property Valuation. The provisions of this Subsection D shall no longer be effective if the TIF Revenues (after expiration of receipts from the Hotel Property and the Old Town Cinema Project Area) available to repay the TIF Bonds are not less than 110% of the maximum remaining annual debt service requirements of the TIF Bonds for two (2) consecutive years.

ARTICLE V

ASSIGNMENT; TRANSFER

Section 5.01. Transfer of Obligations.

A. The rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity or individual without the prior approval of the City Representative, the Governing Body, or any other entity or individual; *provided, however*, that in the event Developer assigns any of its obligations originating from this Agreement, such assignment shall not release Developer from those obligations unless such entity or individual assumes such obligations and the Governing Body consents to such assignment and assumption.

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

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

Section 5.02. Reorganization. Nothing herein shall prohibit (or require City approval to allow) the Developer from forming additional development or ownership entities to replace or joint venture with the Developer for the purpose of business and/or income tax planning; provided that such entity is an Affiliate of Developer.

ARTICLE VI GENERAL COVENANTS

Section 6.01. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the reimbursement of the Developer Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE VII DEFAULT; REMEDIES

Section 7.01 Default. In the event any Party hereto (whether one or more the “**Defaulting Party**”), shall fail to perform any obligation of such party under this Agreement and shall fail to correct the same within thirty (30) days (“**Cure Period**”) after written notice thereof from the party claiming such default (whether one or more, the “**Non-Defaulting Party**”) specifying such failure, then the Defaulting Party shall be deemed to be in default hereunder this Agreement; provided, in the event the default cannot reasonably be fully cured within such thirty (30) day period of time then no default shall be deemed to exist hereunder so long as the Defaulting Party shall commence curing the same within such thirty (30) day period and shall prosecute the same to completion with reasonable diligence.

Section 7.02 Remedies. In In the event that any Defaulting Party defaults on its obligations hereunder, then the Non-Defaulting Party or parties may seek a temporary restraining order, an injunction, specific performance or any other equitable relief that the non-defaulting party or parties deem(s) reasonably appropriate. The Parties hereby acknowledge that an adequate remedy in damages will not be available upon breach of this Agreement, disclaim recovery of incidental or consequential damages, and in lieu thereof agree that the Parties shall be entitled to pursue the above equitable remedies as reasonably necessary in order to remedy a breach of this Agreement.

ARTICLE VIII MISCELLANEOUS

Section 8.01. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.02. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 8.03. Agreement Controls. The Parties agree that the TIF Project Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Projects, the payment of Project Costs and all other methods of implementing the TIF Project Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the TIF Project Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the TIF Project Plan. Nothing in this Agreement shall be deemed an amendment of the TIF Project Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 8.04. Conflicts of Interest.

A. No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

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

Section 8.05. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect, unless mutually terminated earlier by the Parties, for twenty (20) years from the date of approval of the TIF Project Plan.

Section 8.06. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.07. Required Disclosures. Each Party shall immediately notify the other Party of the occurrence of any material event which would cause any of the information furnished to the other Party in connection with the matters covered in this Agreement to contain any untrue statement of any

material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 8.08. Tax Implications. The Developer acknowledges and represents that (i) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (ii) the Developer is relying solely upon its own tax advisors in this regard.

Section 8.09. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by Developer Representative; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 8.10. Notices. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

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

With a copy to:

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

and

Joe L. Norton, Esq.
Gilmore & Bell, P.C.
100 North Main Street, Suite 800
Wichita, Kansas 67202-2311

To the Developer:

Mosley Investments LLC
c/o David C. Burk
Market Place Properties, L.L.C
151 N. Rock Island, Suite 1A
Wichita, KS 67202

With a copy to:

Ron H. Harnden, Esq.
Triplett, Woolf & Garretson, LLC.
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226

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

Section 8.11. Kansas Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8.12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.13. Recordation of Agreement. The Parties agree to execute and deliver a mutually agreed upon Memorandum of this Agreement to put the public on notice of the City's rights under this Agreement. Such Memorandums shall be in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Sedgwick County, Kansas.

Section 8.14. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed and such approval shall be provided within forty-five (45) days of receipt of request for such approval.

Section 8.15. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.16. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersede all prior agreements, negotiations and discussions, both written and oral, relative to the Projects and is a full integration of the agreement of the Parties.

Section 8.17. Survivorship. Notwithstanding the termination of this Agreement, the Developer's obligations set out in *Section 5.01* shall survive the termination of this Agreement.

Section 8.18. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 8.19. Cash Basis and Budget Laws The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

Section 8.20. No Third Party Beneficiaries. It is specifically agreed between the City and Developer that this Agreement is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to enable anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Section 8.21. Waiver. No provision, requirement, default or breach of this Agreement shall be deemed waived by either party except in writing.

Section 8.22. Independent Contractor. In performing their obligations under this Agreement, the Developer shall be deemed an independent contractor and not agents or employees of the City.

Section 8.23. Force Majeure. No party hereto shall be deemed to be in default hereunder where a failure to perform an obligation hereunder is attributable to war, insurrection, strikes, lock-outs,

law, riots, floods, earthquakes, fires, casualties, acts of God, acts of public enemy, epidemics or embargoes.

Section 8.24. Captions. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any paragraph hereof.

Section 8.25. Non-Discrimination. Developer shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as *Exhibit H* and requires the same compliance from its agents and independent contractors.

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

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

DEVELOPER:

**MOSLEY INVESTMENTS LLC,
a Kansas limited liability company**

By: _____
[name and title]

Index of Exhibits:

<i>Exhibit A</i>	TIF Project Plan
<i>Exhibit B</i>	Ordinance No. 49-[____], approving TIF Project Plan
<i>Exhibit C</i>	Developer Property
<i>Exhibit D</i>	Hotel Property
<i>Exhibit E</i>	Property Valuation Information
<i>Exhibit F</i>	Restricted Land Uses
<i>Exhibit G</i>	TIF Project Budget
<i>Exhibit H</i>	City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement

EXHIBIT A

TIF PROJECT PLAN

****[PDF TO BE INSERTED]****

[Previously Distributed Under Separate Email for Review]

EXHIBIT B

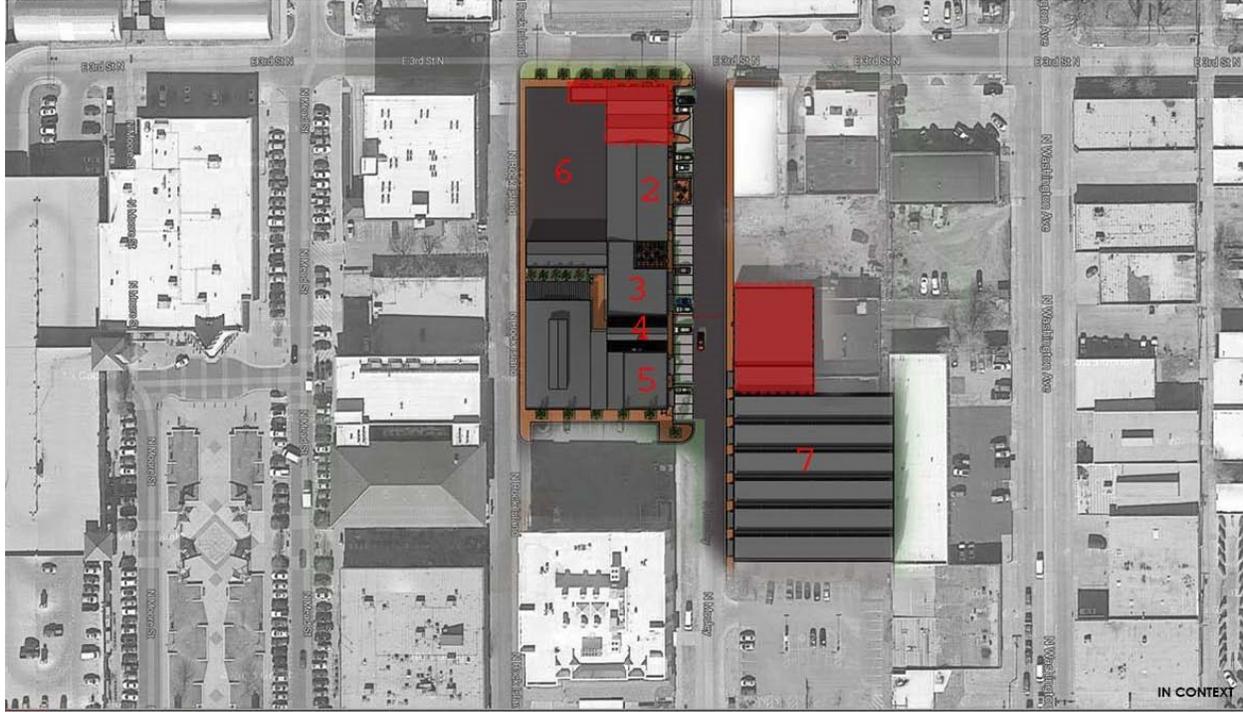
ORDINANCE NO. 49-[] APPROVING TIF PROJECT PLAN

**[PDF TO BE INSERTED]++

EXHIBIT C

DEVELOPER PROPERTY

MAP



LEGAL DESCRIPTIONS AND ADDRESSES

Tract 2

Address: 344 N. Rock Island

Legal: A portion of Lots 14 and 15, Block A, H.L. and Annie M. Taylors Addition to the City of Wichita and the West 10 feet of Mosley Avenue immediately adjacent thereto, vacated by the City of Wichita by Ordinance No. 2399, in Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of Lot 13 in said Block A; thence N89°59'07"E (assumed) along the north line of said Lot 13, 140.00 feet to a point 10.00 feet east of the northeast corner of said Lot 13; thence S00°01'56"W parallel with the east line of said Lots 13, 14 and 15, 59.61 feet to the point of beginning; thence continue S00°01'56"W parallel with the east line of said Lots 14 and 15, 91.79 feet; thence S89°57'46"W, 10.00 feet to a point 0.42 feet north of the southeast corner of said Lot 15; thence continue S89°47'46"W, 51.39 feet to a point 0.41 feet north of the south line of said Lot 15; thence N00°01'56"E, parallel with the west line of said Lots 14 and 15, 91.81 feet to a point 9.00 feet south of the north line of said Lot 14; thence N89°59'07"E, parallel with the north line of said Lot 13, 51.39 feet to a point 9.01 feet south of the northeast corner of said Lot 14; thence continue N89°59'07"E, parallel with the north line of said Lot 13, 10.00 feet to the point of beginning.

Subject property contains 5,635.4 square feet, or 0.129 acres.

Tract 3

Address: 351 N. Mosley

Legal: A portion of Lots 15, 16 and 17, Block A, H.L. and Annie M. Taylors Addition to the City of Wichita and the West 10 feet of Mosley Avenue immediately adjacent thereto, vacated by the City of Wichita by Ordinance No. 2399, in Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of Lot 13 in said Block A; thence N89°59'07"E (assumed) along the north line of said Lot 13, 140.00 feet to a point 10.00 feet east of the northeast corner of said Lot 13; thence S00°01'56"W parallel with the east line of said Lots 13, 14, 15, 16 and 17 in said Block A, 151.40 feet to the point of beginning; thence continue S00°01'56"W parallel with the east line of said Lots 15, 16 and 17, 66.83 feet; thence S89°42'31"W, 10.00 feet to a point 15.86 feet south of the northeast corner of said Lot 17; thence continue S89°42'31"W, 54.40 feet to a point 16.10 feet south of the north line of said Lot 16; thence N00°01'56"E, parallel with the west line of said Lots 15, 16 and 17, 67.12 feet to a point 0.41 feet north of the south line of said Lot 15; thence N89°57'46"E, 54.40 feet to a point 0.42 feet north of the southeast corner of said Lot 15; thence continue N89°57'46"E, 10.00 feet to the point of beginning.

Subject property contains 4,313.1 square feet, or 0.099 acres.

Tract 4

Address: 347 N. Mosley

Legal: A portion of Lot 17, Block A, H.L. and Annie M. Taylors Addition to the City of Wichita and the West 10 feet of Mosley Avenue immediately adjacent thereto, vacated by the City of Wichita by Ordinance No. 2399, in Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of Lot 13 in said Block A; thence N89°59'07"E (assumed) along the north line of said Lot 13, 140.00 feet to a point 10.00 feet east of the northeast corner of said Lot 13; thence S00°01'56"W parallel with the east line of said Lots 13, 14, 15, 16 and 17 in said Block A, 218.23 feet to the point of beginning; thence continue S00°01'56"W parallel with the east line of said Lot 17, 34.61 feet; thence S89°56'52"W, 10.00 feet to a point 0.18 feet north of the southeast corner of said Lot 17; thence continue S89°56'52"W, 54.40 feet to a point 0.18 feet north of the south line of said Lot 17; thence N00°01'56"E, parallel with the west line of said Lot 17, 34.34 feet to a point 16.10 feet south of the north line of said Lot 17; thence N89°42'31"E, 54.40 feet to a point 15.86 feet south of the north line of said Lot 17; thence continue N89°42'31"E, 10.00 feet to the point of beginning.

Subject property contains 2,219.8 square feet, or 0.051 acres.

Tract 5

Address: 343 N. Mosley

Legal: A portion of Lots 17 and 18, Block A, H.L. and Annie M. Taylors Addition to the City of Wichita and the West 10 feet of Mosley Avenue immediately adjacent thereto, vacated by the City of Wichita by Ordinance No. 2399, in Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of Lot 13 in said Block A; thence N89°59'07"E (assumed) along the north line of said Lot 13, 140.00 feet to a point 10.00 feet east of the northeast corner of said Lot 13; thence S00°01'56"W parallel with the east line of said Lots 13, 14, 15, 16 and 17 in said Block A, 252.84 feet to the point of beginning; thence continue S00°01'56"W, parallel with the east line of said Lots 17 and 18, 50.79 feet; thence S89°56'25"W, along the south line of said Lot 18 as extended east, 10.00 feet to the southeast corner of said Lot 18; thence continue S89°56'25"W, along the south line of said Lot 18,

54.40 feet; thence N00°01'56"E, parallel with the west line of said Lots 17 and 18, 50.79 feet to a point 0.18 feet north of the south line of said Lot 17; thence N89°56'52"E, 54.40 feet to a point 0.18 feet north of the southeast corner of said Lot 17; thence continue N89°56'52"E, 10.00 feet to the point of beginning.

Subject property contains 3,270.8 square feet, or 0.075 acres.

Tract 6

Address: 340 N. Rock Island

Legal: A portion of Lots 13, 14, 15, 16, 17 and 18 Block A, H.L. and Annie M. Taylors Addition to the City of Wichita, in Sedgwick County, Kansas, more particularly described as beginning at the northwest corner of said Lot 13; thence N89°59'07"E along the north line of said Lot 13, 38.50 feet, to a point 91.50 feet west of the northeast corner of said Lot 13; thence S00°01'56"W parallel with the west line of said Lot 13, 16.77 feet; thence N89°59'07"E, parallel with the north line of said Lot 13, 40.11 feet; thence S00°01'56"W, parallel with west line of said Lots 13, 14 and 15, 134.65 feet to a point 0.41 feet north of the south line of said Lot 15; thence S89°57'46"W, 3.01 feet to a point 0.41 feet north of the south line of said Lot 15; thence S00°01'56"W, parallel with the west line of said Lots 15, 16, 17 and 18, 152.25 feet to a point in the south line of said Lot 18, said point being 54.40 feet west of the southeast corner of said Lot 18; thence S89°56'25"W, along the south line of said Lot 18, 75.61 feet to the southwest corner of said Lot 18; thence N00°01'56"E, along the west line of said Lots 13, 14, 15, 16, 17 and 18, 303.74 feet to the Point of Beginning.

Subject property contains 22,745.4 square feet, or 0.522 acres.

Tract 7

Address: 312 N. Mosley

Legal: The north 0.73 ft of Lot 3 and all of Lots 4, 5 and 6, AND the south half of lot 7; all in Block B, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas; together with the west half of vacated alley abutting said property on the east.

EXHIBIT D

LEGAL DESCRIPTION OF HOTEL PROPERTY

Parcel 1:

Lots 19, 20, 21, 22, 23 and 24, except the west 10 feet thereof, together with the vacated west 10 feet of Mosley Avenue adjoining said lots on the east, Block A, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

ALSO KNOWN AS:

That part of Lots 19, 20, 21, 22, 23, 24 and vacated Mosley Avenue, Block A, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, described as beginning 10 feet east of the southwest corner of said Lot 24; thence N 89°52'45" E along the south line of said Lot 24, 140 feet to a point 10 feet east of the southeast corner of said Lot 24; thence N 00°00'00" W parallel to the east line of said lots 300 feet; thence S 89°52'57" W, along the north line of said Lot 19 extended, 140 feet to a point 10 feet east of the northwest corner of said Lot 19; thence S 00°01'11" E parallel to the west line of said Lots, 300 feet to the point of beginning.

Parcel 2:

Lots 1, 2, and 3, except the north 0.73 feet of Lot 3; together with the west half of vacated alley abutting said property on the east, Block B, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

ALSO KNOWN AS:

That part of Lots 1, 2, 3 and vacated alley abutting on east, Block B, H.L. and Annie M. Taylor's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 1; thence N 89°52'57" E along the south line of said Lot 1, 145.5 feet to the centerline of said vacated alley; thence N 00°00'19" W along said centerline, 149.22 feet; thence S 89°52'21" W, 145.5 feet to the west line of said Lot 3; thence S 00°00'00" E along the west line of said Lots, 149.22 feet to the point of beginning.

EXHIBIT E

PROPERTY VALUATION INFORMATION

Tract ¹	Key Number	Base Developer Property Valuation (2002)	Current Developer Property Valuation (2014)	Anticipated Property Valuation (2019)	Incremental Valuation Increase	Minimum Developer Property Valuation
2 ²	30003079	\$ 18,367	\$ 94,900	\$ 244,677	\$ 226,310	\$ 244,677
3 ²	30003080	12,483	64,500	166,293	153,810	166,293
4 ²	30003081	7,490	38,700	\$99,778	\$92,288	\$99,778
5 ²	30003082	10,896	56,300	145,152	134,256	145,152
6 ²	30003083	<u>35,263</u>	<u>182,200</u>	<u>469,758</u>	<u>434,495</u>	<u>469,758</u>
		\$ 84,499	\$436,600	\$1,125,659	\$1,041,160	\$1,125,659
7	B004020001	<u>66,900</u>	<u>205,900</u>	<u>1,248,260</u>	<u>1,181,360</u>	<u>1,248,260</u>
Total		\$151,399	\$642,500	\$2,373,919	\$2,222,520	\$2,373,919

¹ See Exhibit D for addresses and legal descriptions.

²¹ Parcels 2-6 are identified as B00397. B00397 is the parcel in original OT Cinema analysis and may have been split into parcels 1-5

NOTE: ALL PROPERTY INFORMATION BASED ON APPRAISED VALUATION

EXHIBIT F

LAND USE RESTRICTIONS

- A. Adult Book and Video Stores
- B. Community Correction Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. New or Used Car Lots
- F. Multi-game, casino-style Gambling Facilities unless hereafter approved by the City
- G. Commercial Billboards

EXHIBIT G

PRELIMINARY TIF CITY PROJECT BUDGET

<u>Budget Item</u>	<u>Amount</u>
Street Construction	\$ 830,000
Utilities	90,000
Streetscape amenities	320,000
Design, inspection, and administration	260,000
Financing and other costs	<u>50,000</u>
<i>Total</i>	<i>\$1,550,000</i>

EXHIBIT H

**CITY OF WICHITA REVISED NON-DISCRIMINATION AND EQUAL
EMPLOYMENT/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT**

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, 11141; 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.

ORDINANCE NO. 49-948

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS RELATED TO THE MOSLEY AVENUE PROJECT AREA LOCATED WITHIN THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT.

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

WHEREAS, by Ordinance No. 44-464, passed December 21, 1999, and published December 24, 1999, the City of Wichita, Kansas (the “City”) established a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), known as the Old Town Cinema Redevelopment District (the “District”), and

WHEREAS, by Ordinance No. 45-157, adopted December 18, 2001, and published December 22, 2001, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

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

WHEREAS, pursuant to Ordinance No. 49-849, passed October 21, 2014, and published October 24, 2014, a non-substantial amendment to Ordinance No. 44-464 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, the City has prepared an additional redevelopment project plan entitled “Redevelopment Project Plan for Mosley Avenue Project Area, dated October 23, 2014” (the “Project Plan”) in accordance with the Act, which includes, but is not limited to, the reconstruction of Mosley Avenue from 2nd Street to 3rd Street and Rock Island Avenue for one-half block south of 3rd Street as brick streets with streetscape amenities and on-street parking consistent with the design of the other streets in the District, together with ornamental lighting, landscaping, benches, trash cans, bicycle racks, brick streets and sidewalks and related site and public improvements (the “Project”) all in conjunction with development of commercial structures by a private developer within the Mosley Avenue Project Area of the District (the “Project Area”) and is considering adoption of the Project Plan; and

WHEREAS, on October 23, 2014, the Wichita Sedgwick County Metropolitan Area Planning Commission reviewed the proposed Project Plan and has adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, after complying with procedural requirements of the Act, by Ordinance No. 49-918, passed March 3, 2015, and published March 6, 2015, the City adopted the Project Plan; and

WHEREAS, the City has negotiated a Development Agreement, dated as of March 17, 2015, between the City and Mosley Investments LLC (the “Developer”) related to the public improvements described in the Project Plan (the “Development Agreement”); and

WHEREAS, the City is authorized, pursuant to the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas, particularly of K.S.A. 12-101 *et seq.*, as amended (collectively, the “Home Rule Act”), the Act and K.S.A. 13-1024a, as amended by Charter Ordinance No. 156 of the City (the “Charter Ordinance”), the issuance by the City of its: (a) full faith and credit tax increment bonds, in one or more series, in an aggregate principal amount necessary to finance eligible costs authorized by the Act, and related reserves and financing costs, and (b) general obligation bonds, in one or more series, in an aggregate principal amount necessary to finance costs set forth in the Project Plan and Development Agreement; and related reserves and financing costs (collectively, the “Bonds”); and

WHEREAS, the Governing Body desires to approve the Development Agreement and authorize the issuance of Bonds to implement such amendment.

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

Section 1. Development Agreement. The Development Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes as may be approved by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 2. Financing Authorization. The Governing Body declares its intention to issue and sell, pursuant to the Home Rule Act, the Act and the Charter Ordinance, the Bonds, to finance all or a portion of the project costs to be paid by the City pursuant to the Development Agreement and Development Agreement Amendment. The Bonds may be issued to reimburse the City for such project costs pursuant to Treasury Regulation §1.150-2.

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

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PASSED by the Governing Body on March 17, 2015.

Carl Brewer, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-[____] (the “Ordinance”) of the City of Wichita, Kansas (the “City”); that said Ordinance was passed by the City Council on March 17, 2015, that the record of the final vote on its passage is found on page ____ of journal ____; that a Summary of the Ordinance was published in the official newspaper of the City on March 20, 2015; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: March 20, 2015.

Karen Sublett, City Clerk

(Published in *The Wichita Eagle* on March 20, 2015)

SUMMARY OF ORDINANCE NO. 49-948

On March 17, 2015, the City Council of the City of Wichita, Kansas (the “City”) passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS RELATED TO THE MOSLEY AVENUE PROJECT AREA LOCATED WITHIN THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT.

Ordinance No. 49-[___] (the “Ordinance”) authorizes the execution of a Development Agreement, between the City and Mosley Investments LLC (the “Developer”), dated March 13, 2015 (the “Development Agreement”) relating to the development and construction of certain site and public improvements, all in conjunction with the development of commercial structures by the Developer within the Mosley Street Project Area (the “Project Area”) of the Old Town Cinema Redevelopment District within the City, and also authorizes the issuance of general obligation bonds of the City to finance certain public improvements within the Project Area (the “Bonds”). The Bonds constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

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

DATED: March 20, 2015.

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

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Proposed 2015 Outsourced Pavement Preservation Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the 2015 Outsourced Pavement Preservation Program and adopt the resolutions.

Background: Each year, funds are allocated for the outsourced repair and maintenance of City streets. The Outsourced Pavement Preservation Program (OP3) provides for privatized street maintenance work, including concrete and asphalt pavement repair and reconstruction, curb and gutter repair and replacement, various asphalt surface treatments, crack sealing, and thermal crack repair. The OP3 supplements the work performed by City crews and is submitted for the City Council's approval on an annual basis.

Analysis: The City of Wichita's paved street network is comprised of more than 5,000 lane-miles of residential, collector and arterial streets and expressways, representing a total paved area in excess of 322 million square feet. In order to cost effectively maintain this vast network of assets, the City supplements the critical preventive, corrective and emergency maintenance efforts of its internal staff, by leveraging the resources and expertise of private contractors.

As proposed, the 2015 program will serve to maintain over 338 lane-miles of residential streets, and more than 124 lane-miles of arterial streets. In addition, the program will address a number of other concerns, including replacing noncompliant wheelchair ramps to meet current Americans with Disabilities Act guidelines, and providing engineering construction administration and inspection.

Financial Considerations: Proposed expenditures for the 2015 OP3 total \$8,000,000. Funding of \$4,000,000 is included in the 2015 Adopted Public Works & Utilities General Fund operating budget for Pavement Maintenance. The remaining \$4,000,000 is included in the 2011-2020 Adopted Capital Improvement Program (CIP) and will be funded with GO at-large bonds.

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

Recommendations/Actions: It is recommended that the City Council approve the 2015 Outsourced Pavement Preservation Program, adopt the resolutions, authorize the necessary signatures, and authorize budget adjustments as necessary.

Attachment: Proposed 2015 OP3, resolutions, project sheets, and map.

First Published in the Wichita Eagle on March 6, 2015

RESOLUTION NO. 15-058

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CONCRETE PAVEMENT MAINTENANCE (472-85205) AT VARIOUS LOCATIONS THROUGHOUT THE CITY

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

SECTION 1. That it is necessary to maintain concrete pavements at various locations, throughout the City.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the costs associated with performing concrete pavement maintenance at various locations, throughout the City. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$600,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 3rd day of March, 2015.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

First Published in the Wichita Eagle on March 6, 2015

RESOLUTION NO. 15-057

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF THERMAL CRACK MAINTENANCE (472-85206, 472-85207, 472-85208, 472-85209) AT VARIOUS LOCATIONS THROUGHOUT THE CITY

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

SECTION 1. That it is necessary to maintain vehicular pavements, at various locations throughout the City, via the repair of thermal cracking.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the costs associated with performing thermal crack maintenance at various locations, throughout the City. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$3,400,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 3rd day of March, 2015.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney



Proposed 2015 Outsourced Pavement Preservation Program (OP3)



Public Works & Utilities
Maintenance Division

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

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Proposed 2015 Outsourced Pavement Preservation Program (OP3)

Introduction

The City of Wichita's paved street network is comprised of more than 5,000 lane-miles of residential, collector and arterial streets and expressways, representing a total paved area in excess of 322 million square feet. In order to cost effectively maintain this vast network of assets, the City supplements the critical preventive, corrective and emergency maintenance efforts of its internal staff by leveraging the resources and expertise of private contractors. Each year outsourced pavement maintenance efforts are proposed and submitted for approval in the Outsourced Pavement Preservation Program (formerly the Contract Maintenance Program, or CMP). In order to effectively manage both internal and external pavement maintenance resources, the Public Works & Utilities (PW&U) Department has always striven to effect "the right treatment, on the right road, at the right time". But, just as socioeconomic and technological influences continue to evolve, so too does the department's approach. At present, the department is continuing its development and implementation of a project selection, evaluation, and reporting process that will be:

1. More objective, relying greater on economic measures like return on investment (ROI) and remaining service life (RSL), and less on subjective measures like "good", "satisfactory", or "poor"
2. More supportive of experimentation and less adherent to past practice
3. More likely to incorporate new technologies
4. Better able to quantify the cost of deferred maintenance
5. Better able to maximize the City's returns on future investments
6. Better able to assist in the identification of optimum funding levels

Outsourced Pavement Preservation Program Project Selection Process

Traditional Approach

Locations to be addressed in the Outsourced Pavement Preservation Program (OP3) have traditionally been determined using the following criteria.

- 1. Pavement Condition Index (PCI)**

Every street segment in the City is reviewed and assigned a PCI number. The PCI number can range from 0 to 100, and is determined by evaluating each segment for various pavement distresses.

Traditionally, a PCI value of 70 has been considered satisfactory. Streets with PCIs below 70, and especially below 50, were formerly considered first for inclusion in the OP3. PCIs were also used to guide preventive maintenance, but only as funding allowed. (Preventive maintenance delays streets from dropping into a lower condition range, which averts significantly more costly repair.)

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

2. Completion of Locations Previously Identified

If repairs to previously programmed locations are not able to be completed, they are typically included in the following year's OP3.

3. Stakeholder Requests

Stakeholder requests are continually evaluated and prioritized against competing demands and existing commitments. Qualifying locations are addressed either in-house, or via the OP3, as resources allow.

4. Maintenance History and Other Programs

Streets that have required extensive mitigation by City staff, or for which routine maintenance operations are no longer effective, also receive special consideration. Streets that are scheduled for repair or replacement via other programs, such as the Capital Improvement Program (CIP), are not included in the OP3.

Historically, OP3 expenditures were distributed equally among the City's six council districts. While not overtly a criterion, the practice was prioritized above other considerations, and thus had a profound effect on project selection.

Enhanced Approach

As part of ongoing efforts to maximize the City's return on continued investments, several enhancements are proposed anew, or for continued exploration in 2015.

1. Continued Emphasis on Residential Thermal Crack Repair

In response to customer feedback, the 2015 OP3 will continue the residential thermal crack repair effort begun in 2014. The repairs provide a low cost solution to one the City's most severe and frequently occurring residential street issues. Last year's program resolved a significant number of these distresses, but additional work remains to be done.

2. Continued Emphasis on Preventive and Preservative Maintenance

While preventive maintenance has historically been programmed as funding allows; it is apparent that, in order to ensure maximum return on investment, preventive maintenance must be made a priority. Much like maintaining a functional roof over one's home, the cost to maintain a good road, in good condition, is far less than the cost to rehabilitate a failed one. For example, a preservative seal can extend the service life of a good pavement by approximately 5 years, at a cost around \$1/sy, whereas milling and overlaying a bad pavement may extend the service life just 8-12 years, at a cost of \$10-\$15/sy. When applied to a hypothetical, quarter mile section of 4-lane arterial roadway (1 lane mile) the total cost to preservative seal the section at \$1/sy would be \$7,040. The total cost to mill and overlay the same section of roadway (7,040 sy) at a later date, assuming a midrange unit cost of \$12/sy, would be \$84,480. Assuming service lives of 5 and 10 years, respectively, one finds that it costs

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

just \$1,408 to add one full lane-mile-year of service life by preservative sealing, while the cost to add the same one lane-mile-year of service life via mill and overlay is six times higher, at \$8,448.

When one considers, again, that the City's paved street network consists of roughly 5,000 lane-miles of pavement, the financial prudence of preventive maintenance is clear. While we do not presently track overall network condition in terms of remaining service life, we know that each lane-mile has but a limited number of years remaining until the end of its useful service life. Thus, in the absence of any maintenance improvements over a one year period, we can surmise that the remaining service of each lane-mile will be reduced by one year. Applied across the entire network, this represents a total service life reduction of 5,000 lane-mile-years, each year. Pavement preservation treatments, as well as rehabilitative repairs and reconstruction, however, add service life to the network. In order to offset the annual loss, the City must add at least 5,000 lane-mile-years back to the system through its maintenance efforts each year. Any less, results in an overall decline of the network's condition. Any more, and the overall condition improves.

While the City employs numerous strategies in its approach to pavement management, for the purpose of example, we'll examine a simplified approach using four common treatments, including the two previously described, in the table below.

Treatment	Type	Approx. Cost/SY	Approx. Service Life Extension (Years)	Lane-mile-years Needed to Maintain Status Quo	Lane Miles to be Treated	Cost to Maintain Status Quo (Using prescribed treatment alone)
Rejuvenating Seal	Preventive	\$1	5	5000	1000	\$7,040,000
Micro Surfacing	Preventive	\$3	6	5000	833	\$17,592,960
Mill & Overlay	Rehabilitation	\$12	10	5000	500	\$42,240,000
Asphalt Reconstruction	Reconstruction	\$35	25	5000	200	\$49,280,000

While none of the above hypothetical approaches is optimized for the City's existing network, the exercise serves to illustrate three points.

1. Preventive and preservative maintenance are better financial values than extensive rehabilitation and replacement.
2. To successfully operate under the best of these scenarios – the one that serves to maximize ROI – one would need to begin with a near perfect system and repair 20% of that system each year. In reality, less than 20% of our existing system falls within the appropriate condition range for that treatment. Consequently, we must endeavor to

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

employ some optimum combination of treatments across the full spectrum of pavement condition.

3. The example serves to demonstrate the scale of maintenance required and alludes to the cumulative impact of deferred maintenance.

In light of the benefits, preventive and preservative maintenance have increased significantly since 2011. As demonstrated in the following table, approximately 170 lane miles will be touched by preventive/preservative maintenance in 2014, which is more than eight times the number touched in 2011.

Year	Project	Lane Miles
2011	Preservative Seal	7
	Micro Surfacing Seal	13
	Total	20
2012	Preservative Seal	55
	Micro Surfacing Seal	16
	Total	71
2013	Preservative Seal	80
	Cape Seal	17
	Slurry Seal	14
	Micro Surfacing Seal	13
	Ecopave Surface Seal	2
	Total	126
2014	Preservative Seal	46
	Slurry Seal	30
	Micro Surfacing Seal	21
	Total	97
2015	Crack Seal	75
	Preservative Seal	38
	Slurry Seal	8
	Micro Surfacing	49
	Total	170 (est.)

3. Pilot Projects

PW&U is committed to the evaluation and incorporation of new pavement maintenance strategies and techniques. Numerous pilot projects will be conducted this year, in order to further evaluate the department’s developing mitigation strategy (mitigating streets in poor condition, rather than undertaking significantly more costly rehabilitation and reconstruction), as well as to test new pavement maintenance technologies. The pilot projects will consist of the following:

1. Slurry seal over a scrub seal (mitigation)
2. Micro surfacing seal over a scrub seal (mitigation)
3. Fiber reinforced micro surfacing seal (mitigation)
4. Fiber reinforced micro surfacing seal over a scrub seal (mitigation)

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

4. Investment Optimization

Ongoing economic pressures have exposed the limitations of the City's traditional use of PCI. The PCI effectively illustrates network trends, but in and of itself does not allow for an objective means of characterizing streets as "failed", "deficient", or "in need of repair". More importantly, it does not afford an objective means of quantifying the cost of deferred maintenance. In order to accurately and objectively do so, an approach other than PCI is needed.

PW&U believes the City will be best served by evaluating economic measures, rather than PCI alone. Toward that end, the department has developed a computerized investment optimization model. The model allows staff to analyze and compare various alternative maintenance approaches in terms of ROI, RSL and asset value. Using these measures, priorities, strategies and budgets may be optimized in terms of their long-term fiscal performance. Staff's evaluation of alternative approaches is ongoing and driven by the department's commitment to identify:

1. The short and long term results of the department's existing strategy and budget
2. The strategy and budget required to maintain current condition and asset values
3. The strategy and budget that results in the optimum ROI

2015 Outsourced Pavement Preservation Program Summary

Definitions

1. Crack Seal

"Crack Seal" is an application of hot liquid rubberized asphalt material placed into or above moderately sized pavement cracks. The treatment is used to prevent moisture infiltration in order to mitigate the occurrence of further distresses and reinforce the adjacent pavement.

2. Concrete Repair

"Concrete repair" includes the strategic full-depth removal and replacement of concrete pavement, in order to address myriad pavement distresses, including spalling and pop-outs.

3. Micro Surfacing Seal and Fiber-Reinforced Micro Surfacing Seal

A "micro surfacing seal" is a mixture of relatively large aggregate, polymer modified emulsion, mineral filler and additives are combined and applied to an existing pavement using a specialized mixing and paving machine. The treatment is used to reduce water penetration, correct minor surface irregularities, improve aesthetics and extend the useful life of underlying pavement. Polyester or fiberglass fibers may be cut and added to the mix in order to enhance durability and better deter reflective cracking.

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

4. Preservative Seal

A “preservative seal” consists of the application of an emulsion specially formulated to penetrate, restore and preserve existing asphalt binders. By keeping the pavement flexible, it serves to seal against water intrusion, inhibit oxidation and improve aggregate retention.

5. Scrub Seal

A “scrub seal” is constructed by spraying emulsified asphalt onto an existing pavement, dragging a broom across the surface to scrub the emulsified asphalt into the surface cracks, spreading aggregate over the emulsified asphalt, and rolling the surface with a roller. The treatment is used to quickly and affordably crack fill streets with extensive surface cracking.

6. Slurry Seal

A “slurry seal” is a basic surface sealing procedure in which a thin layer of fine graded aggregate, asphalt emulsion (as a binder) and mineral fillers is applied to the pavement. Its primary purpose is to retard water penetration, restore moderate to severe aggregate loss, improve aesthetics and extend the service life of the underlying pavement.

7. Thermal Crack Repair

“Thermal crack repair” consists of repairing large cracks in full-depth asphalt pavements by removing the top two inches of pavement and installing a pavement interlayer reinforcement system beneath a new layer of asphalt. The interlayer reinforcement deters the crack from reflecting back through the renewed surface.

Proposed Expenditures

Proposed 2015 outsourced pavement preservation expenditures total \$8 million. Funds totaling \$4.0 million are included in the 2015 Adopted Public Works & Utilities General Fund operating budget for Pavement Maintenance. The remaining \$4 million for 2015 will be funded with GO at-large bonds and is included in the 2011-2020 Adopted Capital Improvement Program (CIP).

Network Funding/Expenditures Summary

Funding	Expenditures	Percentage
General Fund (\$4 million)		
Micro Surfacing Seal (mitigation pilots)	\$1,923,000	24.0%
Thermal Crack Repair	\$440,000	5.5%
Contingency	\$400,000	5.0%
Crack Seal	\$375,000	4.7%
Preservative Seal	\$318,000	4.0%
Engineering Salaries & Overhead	\$298,000	3.7%
Slurry Seal (mitigation pilots)	\$246,000	3.1%
CIP (\$4 million)		
Thermal Crack Repair	\$3,012,000	37.6%
Concrete Street Repair	\$533,000	6.7%
Engineering Salaries & Overhead	\$455,000	5.7%
Total Funding	\$8,000,000	100.0%

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

District Expenditures Summary

Project	District					
	1	2	3	4	5	6
Thermal Crack Repair	\$320,000	\$709,000	\$125,000	\$443,000	\$1,606,000	\$249,000
Micro Surfacing Seal	\$365,000	\$123,000	\$553,000	\$128,000	\$0	\$754,000
Concrete Street Repair	\$343,000	\$0	\$60,000	\$130,000	\$0	\$0
Crack Seal	\$82,000	\$21,000	\$91,000	\$156,000	\$0	\$25,000
Preservative Seal	\$18,000	\$76,000	\$31,000	\$186,000	\$0	\$7,000
Slurry Seal	\$0	\$228,000	\$0	\$0	\$18,000	\$0
Engineering OH/Salary	\$124,000	\$127,000	\$96,000	\$115,000	\$176,000	\$115,000
Contingency	\$67,000	\$66,000	\$67,000	\$67,000	\$66,000	\$67,000
Total Expenditures	\$1,319,000	\$1,350,000	\$1,023,000	\$1,225,000	\$1,866,000	\$1,217,000
% of Total Expenditures	16.5%	16.9%	12.8%	15.3%	23.3%	15.2%
% of Total Paved Network in District	17.8%	17.9%	14.4%	17.8%	14.9%	17.2%

Network Impact Summary

Project	Total Square Yards	Linear Feet	Arterial Lane Miles	Residential Lane Miles	Total Lane Miles
Thermal Crack Repair	N/A	207,446	15.44	273.87	289.31
Crack Seal	N/A	499,546	65.40	9.31	74.70
Micro Surfacing Seal	345,666	N/A	14.70	34.40	49.10
Preservative Seal	265,198	N/A	28.58	9.09	37.67
Slurry Seal	56,643	N/A	0.00	8.05	8.05
Concrete Street Repair	11,150	N/A	0.76	3.62	4.37
Totals	678,658	706,992	124.88	338.34	463.20

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

Proposed Locations

District I			
STREET	FROM	TO	PROJECT
E 26TH ST N	N VOLUTSIA AVE	N CHAUTAUQUA AVE	Concrete Repair
E CHARRON ST	WEST OF N BLUFF ST	EOP	Concrete Repair
N ERIE AVE	E 26TH ST N	E 27TH ST N	Concrete Repair
N FARMSTEAD ST	E 17TH ST N	E 19TH ST N	Concrete Repair
N SIEFKIN ST	E 17TH ST N	N BEAUMONT ST	Concrete Repair
N YALE AVE	E 21ST ST N	N YALE AVE	Concrete Repair
E 20TH ST N	N OLD MANOR RD	N PARKWOOD LN	Crack Seal
E 22ND ST N	N ROOSEVELT AVE	N GENTRY DR	Crack Seal
E 24TH ST N	E 24TH ST N	N YALE AVE	Crack Seal
E 29TH ST N	N WOODLAWN BLVD	N OLIVER AVE	Crack Seal
N BATTIN AVE	E SHADYBROOK LN	E 21ST ST N	Crack Seal
N BEAUMONT ST	E 19TH ST N	E 20TH ST N	Crack Seal
N BLUFF AVE	E CHARRON ST	E CHRISTY PL	Crack Seal
S BROADWAY AVE	DOUGLAS	DEWEY	Crack Seal
E CENTRAL AVE	N WOODLAWN BLVD	N OLIVER AVE	Crack Seal
N EDGEMOOR DR	E 3RD ST N	E CENTRAL AVE	Crack Seal
N FAIRMOUNT AVE	E 25TH ST N	E 26TH ST N	Crack Seal
N GENTRY DR	E 25TH ST N	SOUTH OF E 22ND ST N	Crack Seal
N OLD MANOR ST	E 21ST ST N	N RIDGEWOOD ST	Crack Seal
E ENGLISH ST	S HYDRAULIC AVE	S MINNESOTA AVE	Micro Surfacing
E GILTNER CIR	S HYDRAULIC AVE	EOP	Micro Surfacing
N HILLSIDE AVE	E 45TH ST N	E 37TH ST N	Micro Surfacing
N KANSAS AVE	E WATERMAN ST	E 3RD ST N	Micro Surfacing
E LEWIS CIR	S HYDRAULIC AVE	EOP	Micro Surfacing
E MCKNIGHT DR	S HYDRAULIC AVE	E WATERMAN ST	Micro Surfacing
E MILDRED AVE	N HYDRAULIC AVE	N KANSAS AVE	Micro Surfacing
S MINNEAPOLIS AVE	E DOUGLAS AVE	E WATERMAN ST	Micro Surfacing
E MURDOCK AVE	N CLEVELAND AVE	N WASHINGTON AVE	Micro Surfacing
E VICTOR ST	N HYDRAULIC AVE	N KANSAS AVE	Micro Surfacing
E WATERMAN ST	S HYDRAULIC AVE	E MCKNIGHT DR	Micro Surfacing
N WOODLAWN BLVD	E CENTRAL AVE	E WILLOWBROOK RD	Micro Surfacing
E 17TH ST N	N HILLSIDE AVE	N GROVE AVE	Preservative Seal
N HILLSIDE AVE	E 17TH ST N	E 18TH ST N	Preservative Seal
N CARRIAGE PKY	E CENTRAL AVE	N EDGEMOOR ST	Thermal Crack Repair
AREA BOUNDED BY K-96, E 21ST ST N, N OLIVER AVE, AND I-135			Thermal Crack Repair
W HALF OF AREA BOUNDED BY E 29TH ST N, E 21ST ST S, N ROCK RD, AND N WOODLAWN ST			Thermal Crack Repair

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

District II

STREET	FROM	TO	PROJECT
E BELLECHASE CT	S 127TH ST E	BELLECHASE CT E OF	Crack Seal
E GILBERT ST	S 127TH ST E	EOP E OF E GILBERT CT	Crack Seal
S GLEN WOOD ST	E LAGUNA ST	EOP	Crack Seal
S HORSEBACK CIR	E BELLECHASE ST	EOP N OF E SPRING VALLEY ST	Crack Seal
E LAGUNA ST	S PECKHAM ST	E LAGUNA CIR	Crack Seal
E LAGUNA CIR	E LAGUNA ST	EOP	Crack Seal
S PECKHAM ST	E GILBERT ST	E LAGUNA ST	Crack Seal
S SIERRA HILLS ST	E LAGUNA ST	E LAGUNA ST	Crack Seal
E SPRING VALLEY ST	S 127TH ST E	EOP E OF HORSEBACK ST	Crack Seal
S 127TH ST E	E KELLOGG AVE	E HARRY ST	Micro Surfacing
S GREENWICH RD	E KELLOGG DR S	E OSIE ST	Preservative Seal
E HARRY ST	S SMITHMOOR ST	S GREENWICH RD	Preservative Seal
E HARRY ST	S ROCK RD	E HARRY CT	Preservative Seal
E HARRY ST	S LONGFELLOW LN	E HARRY CT	Preservative Seal
E CLARK ST	E MT VERNON ST	S CRANBROOK AVE	Slurry Seal
E COUNTRYSIDE ST	S RED OAKS ST	EOP E OF S CRANBROOK AVE	Slurry Seal
S CRANBROOK AVE	E HARRY ST	E CLARK ST	Slurry Seal
E FUNSTON ST	S RED OAKS ST	EOP E OF S CRANBROOK AVE	Slurry Seal
LOCKMOOR	S RED OAKS ST	S CRANBROOK AVE	Slurry Seal
E MOUNT VERNON	S STONEYBROOK ST	EOP E OF S CRANBROOK AVE	Slurry Seal
E OSIE CIR	S CRANBROOK AVE	EOP	Slurry Seal
S RED OAKS ST	E HARRY ST	E COUNTRYSIDE ST	Slurry Seal
E SKINNER ST	E MT VERNON ST	EOP E OF S CRANBROOK AVE	Slurry Seal
S STONEYBROOK ST	E CLARK ST	E KINKAID ST	Slurry Seal
S 127TH ST E	E DOUGLAS AVE	E CENTRAL AVE	Thermal Crack Repair
N 143RD ST E	E 21ST N	E 24TH ST N	Thermal Crack Repair
N CLAY CIR	E 2ND ST	EOP	Thermal Crack Repair
N CREST CIR	E 2ND ST N	EOP	Thermal Crack Repair
N DOWELL ST	2ND ST N	E CENTRAL AVE	Thermal Crack Repair
N ELLSON ST	N ELLSON CT	E CENTRAL AVE	Thermal Crack Repair
E FUNSTON ST	S ROCK RD	S LONGFELLOW CIR	Thermal Crack Repair
S LONGFELLOW CIR	E HARRY ST	EOP	Thermal Crack Repair
E OSIE ST	S ROCK RD	S LONGFELLOW CIR	Thermal Crack Repair
E HALF OF THE AREA BOUNDED BY E 29TH ST N, E 21ST ST N, N ROCK RD, AND N WOODLAWN ST			Thermal Crack Repair
AREA BOUNDED BY E 21ST ST N, E 13TH ST N, N ROCK RD, AND N WOODLAWN ST			Thermal Crack Repair
N HALF OF THE AREA BOUNDED BY E 13TH ST N, E CENTRAL AVE, N ROCK RD, AND N WOODLAWN ST			Thermal Crack Repair
AREA BOUNDED BY E 13TH ST N, E CENTRAL AVE, N WEBB RD, AND N ROCK RD			Thermal Crack Repair
QUARTER SECTION SE OF N ROCK RD AND E CENTRAL AVE			Thermal Crack Repair
AREA BOUNDED BY E HARRY ST, E PAWNEE ST, S WEBB RD, AND S ROCK RD			Thermal Crack Repair
AREA BOUNDED BY E PAWNEE ST, S CITY LIMITS, S WEBB RD, AND S ROCK RD			Thermal Crack Repair

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

District III			
STREET	FROM	TO	PROJECT
S ERIE AVE	E STAFFORD ST	E PAWNEE AVE	Concrete Repair
E SKINNER ST	S GROVE ST	S GREEN ST	Concrete Repair
E 63RD ST S	S HYDRAULIC AVE	S GROVE ST	Crack Seal
S BLUFFVIEW DR	E MENLO DR	WILMA ST	Crack Seal
E HARRY ST	S OLIVER AVE	S PARKWOOD LN	Crack Seal
E HARRY ST	S ROANOKE DR	S WOODLAWN ST	Crack Seal
S HYDRAULIC AVE	E 55TH ST S	E 68TH ST S	Crack Seal
E MONA LN	S HYDRAULIC AVE	S SPRUCE AVE	Crack Seal
S OLIVER AVE	E HIGHLAND LN	E FUNSTON ST	Crack Seal
E BLAKE ST	ELPYCO ST	S PINECREST ST	Micro Surfacing
S BLUFF AVE	E 31ST ST S	EOP	Micro Surfacing
S GEORGE WASHINGTON	E 31ST ST S	EOP	Micro Surfacing
S GREENWAY BLVD	E WASSALL ST	EOP	Micro Surfacing
E HODSON ST	S HYDRAULIC AVE	S MINNEAPOLIS AVE	Micro Surfacing
S KANSAS AVE	E NORTHERN ST	E INDUSTRIAL AVE	Micro Surfacing
S KANSAS AVE	E HODSON ST	E STAFFORD ST	Micro Surfacing
S LULU AVE	E GRABER ST	E WASSALL ST	Micro Surfacing
S MEAD AVE	E WASSALL ST	S GREENWAY BLVD	Micro Surfacing
S MINNEAPOLIS AVE	S MINNESOTA AVE	E HODSON ST	Micro Surfacing
S MINNESOTA AVE	S MINNEAPOLIS AVE	E STAFFORD ST	Micro Surfacing
E NAVAJO ST	S BLUFF AVE	S BLUFF AVE	Micro Surfacing
E ROSEBERRY CT	E ROSEBERRY ST	EOP	Micro Surfacing
S SANTA FE AVE	E WASSALL ST	S GREENWAY BLVD	Micro Surfacing
E SCOTT AVE	S IDA AVE	S LAURA AVE	Micro Surfacing
E STAFFORD ST	E STAFFORD CT	S SWAN AVE	Micro Surfacing
S VICTORIA AVE	E SCOTT AVE	E MARION ST	Micro Surfacing
AREA BOUNDED BY E MT VERNON ST, E PAWNEE ST, S OLIVER ST, AND GEORGE WASHINGTON BLVD S			Micro Surfacing
S ASH AVE	E 50TH ST S	E 53RD ST S	Preservative Seal
S KANSAS AVE	E 50TH ST S	E MONA LN	Preservative Seal
AREA BOUNDED BY GEORGE WASHINGTON BLVD S, S OLIVER ST, AND E 31ST ST S			Preservative Seal
E BAYLEY ST	S WAVERLY ST	PRAIRIE PARK RD	Thermal Crack Repair
BRENTWOOD ST	E MT VERNON ST	E CLARK ST	Thermal Crack Repair
CASTLE DR	S CHRISTINE AVE	S FABRIQUE DR	Thermal Crack Repair
DUNKIN ST	FEE S	DAVIDSON ST	Thermal Crack Repair
JEWETT S	E ROSS PKWY	FEES S	Thermal Crack Repair
LEXINGTON RD	CASTLE DR	S FABRIQUE DR	Thermal Crack Repair
E MT VERNON ST	S GROVE ST	S HILLSIDE ST	Thermal Crack Repair
PRAIRIE PARK RD	CASTLE DR	E BAYLEY ST	Thermal Crack Repair

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

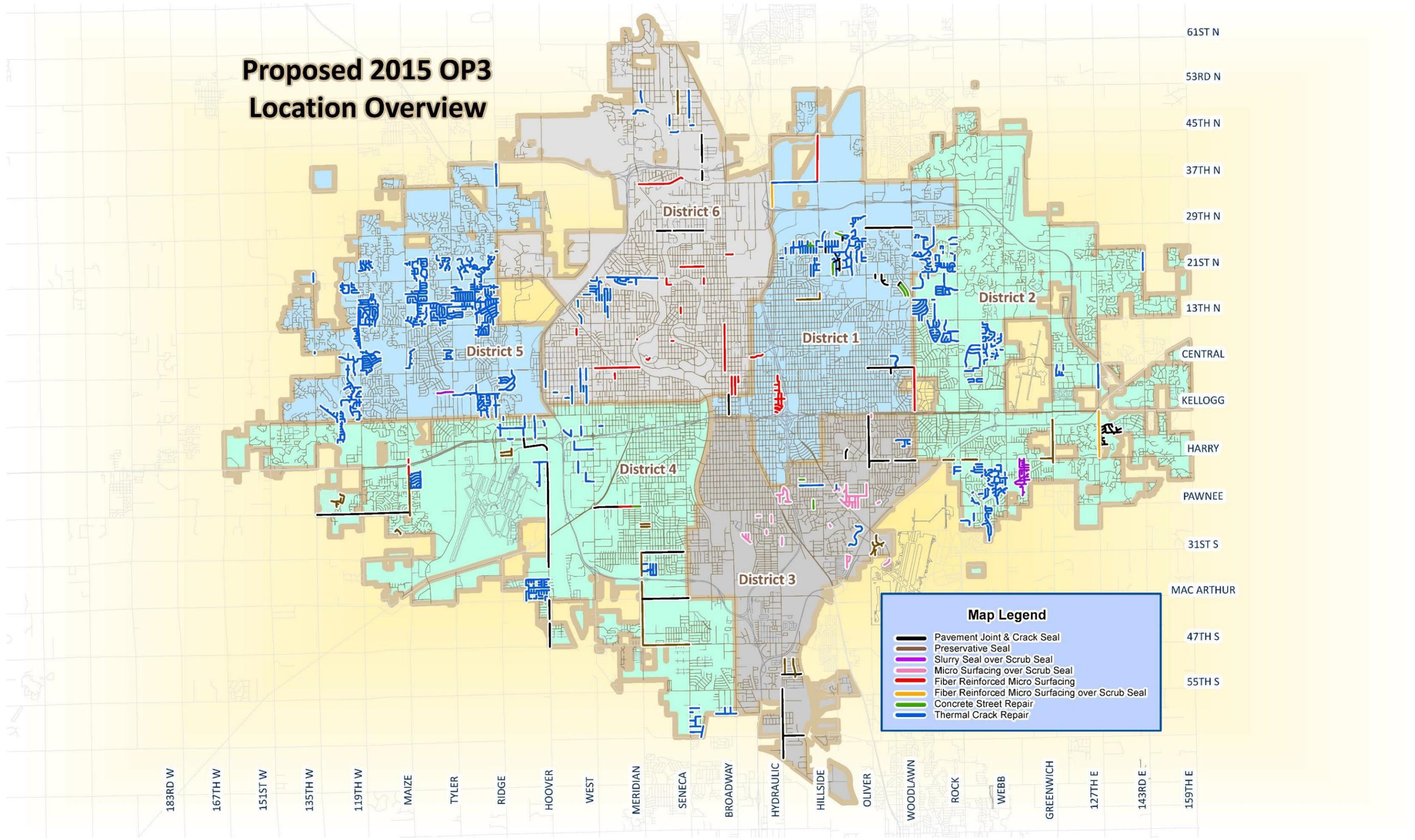
District IV			
STREET	FROM	TO	PROJECT
W PAWNEE AVE	S MERIDIAN AVE	S EDWARDS AVE	Concrete Repair
W 31ST ST S	S SENECA ST	S MERIDIAN AVE	Crack Seal
S DUGAN RD	W PUEBLO DR	W KELLOGG DR	Crack Seal
S HOOVER ST	W HARRY ST	W 34TH ST S	Crack Seal
S HOOVER ST	W MACARTHUR RD	CITY LIMIT S OF W 42ST	Crack Seal
S HOOVER ST	CITY LIMIT S OF W 42ST	W 47TH ST S	Crack Seal
W MACARTHUR RD	S SENECA ST	S MERIDIAN AVE	Crack Seal
W PAWNEE AVE	S SHERIDAN AVE	S WEST ST	Crack Seal
W PAWNEE AVE	S MAIZE RD	S 135TH ST W	Crack Seal
W PUEBLO DR	S HOOVER ST	S DUGAN RD	Crack Seal
S MAIZE RD	RINGER ST	W MERTON ST	Micro Surfacing
W PAWNEE AVE	S SHERIDAN AVE	S EDWARDS AVE	Micro Surfacing
W 47TH ST S	S SENECA ST	S MERIDIAN AVE	Preservative Seal
W CASADO ST	S EVERETT AVE	S MERIDIAN AVE	Preservative Seal
W GRANT ST	S WHEATLAND ST	EOP	Preservative Seal
W GREENFIELD ST	S EVERETT AVE	S MERIDIAN AVE	Preservative Seal
S LIMUEL ST	W GRANT ST	EOP	Preservative Seal
S MAIZE RD	W MERTON ST	S DENENE ST	Preservative Seal
W MARIPOSA LN	S SIERRA DR	S RIDGE RD	Preservative Seal
S MERIDIAN AVE	I-235 RAMP	W 47TH ST S	Preservative Seal
S MERIDIAN AVE	I-235 RAMP	W 31ST ST S	Preservative Seal
S MERIDIAN AVE	W MACARTHUR RD	W 43RD ST S	Preservative Seal
W PUEBLO DR	S SIERRA DR	S RIDGE RD	Preservative Seal
S SIERRA DR	W MARIPOSA LN	N TO EOP	Preservative Seal
S WESTGATE ST	W YOSEMITE ST	EOP	Preservative Seal
S WHEATLAND ST	S WHEATLAND CT	W GRANT ST	Preservative Seal
W YOSEMITE ST	S WESTGATE ST	S LARK LN	Preservative Seal
FIREFLY ST	W MAPLE ST	W HENDRYX AVE	Thermal Crack Repair
W HENDRYX ST	FIREFLY ST	S LIMUEL ST	Thermal Crack Repair
TAFT ST	S ILLINOIS ST	MCCOMAS S	Thermal Crack Repair
TAFT ST	FIREFLY ST	S WHEATLAND ST	Thermal Crack Repair
S WHEATLAND ST	TAFT ST	W HENDRYX AVE	Thermal Crack Repair
AREA BOUNDED BY S MAIZE RD, S CARRWOOD DR, W MAY ST, AND W MERTON ST			Thermal Crack Repair
AREA BOUNDED BY S HOOVER RD, S RIDGE RD, W MAPLE ST, AND W KELLOGG AVE			Thermal Crack Repair
AREA BOUNDED BY TAFT ST, W MAY ST, I-235, AND S WEST ST			Thermal Crack Repair
AREA BOUNDED BY W 33RD ST, W 35TH ST S, S MERIDIAN AVE, AND S BONN ST			Thermal Crack Repair
AREA BOUNDED BY W 35TH ST S, W MACARTHUR RD, DUGAN AVE, AND S HOOVER RD			Thermal Crack Repair

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

District V			
STREET	FROM	TO	PROJECT
W ROLLING HILLS DR	N TYLDER ROAD	N WESTFIELD ST	Slurry Seal
W 2ND ST N	N TYLER RD	N WOODCHUCK ST	Thermal Crack Repair
W 9TH ST N	N TYLER RD	N WADDINGTON AVE	Thermal Crack Repair
N 119TH ST W	W 17TH ST N	S TO COWSKIN CREEK	Thermal Crack Repair
N 135TH ST W	W 21ST ST N	N FOREST VIEW ST	Thermal Crack Repair
N 135TH ST W	LOST CREEK	S TO CITY LIMIT	Thermal Crack Repair
BEKEMEYER ST	N TYLER RD	N WADDINGTON AVE	Thermal Crack Repair
W BIRCH LN	BEKEMYER ST	N WOOD AVE	Thermal Crack Repair
W BIRCH LN	N TOH-N-HAH TRAIL	N CRESTLINE ST	Thermal Crack Repair
CINDY LN	N TOH-N-HAH TRAIL	N CRESTLINE ST	Thermal Crack Repair
W REFLECTION RD	N RIDGE RD	N WILD ROSE ST	Thermal Crack Repair
N RIDGE RD	W 37TH ST N	K-96	Thermal Crack Repair
W SQUAW LN	N MAIZE RD	N TOH-N-HAH TRAIL	Thermal Crack Repair
W SUNCREST ST	N TOH-N-HAH TRAIL	N VALLEYVIEW ST	Thermal Crack Repair
N TOH-N-HAH TRAIL	W SQUAW LN	W SUNCREST ST	Thermal Crack Repair
N WOOD AVE	BEKEMEYER ST	W 9TH ST N	Thermal Crack Repair
N WOODCHUCK ST	W 2ND ST N	N COUNTRY ACRES AVE	Thermal Crack Repair
AREA BOUNDED BY W 13TH ST N, W 21ST ST N, N RIDGE RD, AND N TYLER			Thermal Crack Repair
SOUTH HALF OF AREA BOUNDED BY W 21ST N, W 29TH ST N, N RIDGE RD, AND N TYLER RD			Thermal Crack Repair
QUARTER SECTION NW OF W 13TH ST N AND N TYLER RD			Thermal Crack Repair
QUARTER SECTION NE OF W 13TH ST N AND N MAIZE RD			Thermal Crack Repair
QUARTER SECTION SE OF W 21ST N AND N MAIZE RD			Thermal Crack Repair
QUARTER SECTION NE OF W 21ST N AND N MAIZE RD			Thermal Crack Repair
QUARTER SECTION NE OF W CENTRAL AVE AND N 119TH ST WEST			Thermal Crack Repair
QUARTER SECTION NW OF W CENTRAL AVE AND N 119TH ST WEST			Thermal Crack Repair
QUARTER SECTION SW OF W CENTRAL AVE AND N 119TH ST WEST			Thermal Crack Repair
QUARTER SECTION NW OF WMAPLE ST AND N 119TH ST W			Thermal Crack Repair
QUARTER SECTION NE OF W 13TH ST N AND N 119TH ST W			Thermal Crack Repair
QUARTER SECTION SW OF W 13TH ST N AND N 119TH ST W			Thermal Crack Repair
QUARTER SECTION SW OF W 21ST ST N AND N 119TH ST W			Thermal Crack Repair
QUARTER SECTION NE OF W 21ST ST N AND N 119TH ST W			Thermal Crack Repair
QUARTER SECTION SE OF W 21ST ST N AND N 119TH ST W			Thermal Crack Repair
QUARTER SECTION NE OF W MAPLE ST AND N 135TH ST W			Thermal Crack Repair
QUARTER SECTION NW OF W 21ST ST N AND N TYLER RD			Thermal Crack Repair
QUARTER SECTION SW OF W 13TH ST N AND N RIDGE RD			Thermal Crack Repair
QUARTER SECTION SE OF W CENTRAL AVE AND N RIDGE RD			Thermal Crack Repair
QUARTER SECTION NW OF W MAPLE ST AND N RIDGE RD			Thermal Crack Repair

Proposed 2015 Outsourced Pavement Preservation Program (OP3)

District VI			
STREET	FROM	TO	PROJECT
E 29TH ST	N BROADWAY ST	N OHIO ST	Concrete Repair
W 29TH ST N	N ARKANSAS AVE	N AMIDON AVE	Crack Seal
N ARKANSAS AVE	W 38TH ST N	K-96	Crack Seal
N ARKANSAS AVE	BRIDGE S OF W 41ST ST	N OF W 45TH ST N	Crack Seal
W 20TH ST N	N PORTER AVE	N WOODROW AVE	Micro Surfacing
W 23RD ST N	N ARKANSAS AVE	N PAYNE AVE	Micro Surfacing
E 25TH ST N	N BROADWAY AVE	E 25TH ST N	Micro Surfacing
W 37TH ST N	N WOMER ST	LITTLE ARKANSAS RIVER	Micro Surfacing
N ARKANSAS AVE	W 20TH ST N	W 21ST ST N	Micro Surfacing
W BRIGGS AVE	N RIVER BLVD	N PORTER AVE	Micro Surfacing
W CENTRAL AVE	N MCLEAN BLVD	PAVEMENT CHANGE E	Micro Surfacing
N DOUGHERTY AVE	W 11TH ST N	W 12TH ST N	Micro Surfacing
N EMPORIA AVE	E DOUGLAS AVE	E 3RD ST N	Micro Surfacing
N HOOD AVE	W 15TH ST N	W 16TH ST N	Micro Surfacing
N HYDRAULIC AVE	K96 RAMP	E 37TH ST N	Micro Surfacing
N MARKET ST	E CENTRAL AVE	E 13TH ST N	Micro Surfacing
W MURDOCK AVE	W MURDOCK AVE	NEW PAVEMENT	Micro Surfacing
N SAINT FRANCIS AVE	E 2ND ST N	E 3RD ST N	Micro Surfacing
N SHERIDAN AVE	W SAINT LOUIS AVE	W NEWELL ST	Micro Surfacing
N TOPEKA AVE	E DOUGLAS AVE	E 3RD ST N	Micro Surfacing
N WOODROW AVE	W 20TH ST N	W 21ST ST N	Micro Surfacing
N SENECA AVE	W 49TH ST N	W 53RD ST N	Preservative Seal
W 21ST ST N	N AMIDON AVE	N MCLEAN	Thermal Crack Repair
N 46TH ST	ALEXANDER	N SENECA ST	Thermal Crack Repair
W 47TH ST N	N JEANETTE AVE	N ARMSTRONG DR	Thermal Crack Repair
N ARMSTRONG AVE	W RYNDER LN	W 53RD ST N	Thermal Crack Repair
N BISON AVE	W 47TH ST N	W 49TH ST N	Thermal Crack Repair
W HARBORLIGHT ST	N MERIDIAN AVE	W HARBORLIGHT CT	Thermal Crack Repair
N ST CLAIR ST	W 51ST ST N	W 53RD ST N	Thermal Crack Repair
AREA BOUNDED BY W21ST ST N, W RIVER PARK DR, N MERIDIAN AVE, AND W RIVER PARK DR			Thermal Crack Repair
AREA BOUNDED BY W 21ST ST N, N WESTDALE, N SHERIDAN ST, W 13TH ST			Thermal Crack Repair
AREA BOUNDED BY N WEST ST, N HOOVER RD, W DOUGLAS AVE, AND W CENTRAL AVE			Thermal Crack Repair



Project Request

CIP Non-CIP CIP YEAR: 2015 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Maintenance RESOLUTION/ORDINANCE #: 15-

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: See Notes

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: Mar 3, 2015 REQUEST DATE: _____

PROJECT #: 211547 PROJECT TITLE: 2015 CIP Thermal Crack Maintenance

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 2015 CIP Thermal Crack Maintenance

OCA #: 707084 OCA TITLE: 2015 CIP Thermal Crack Maintenance

PERSON COMPLETING FORM: Aaron Henning PHONE #: 268-4087

PROJECT MANAGER: Aaron Henning PHONE #: 268-4087

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$3,400,000.00	2999 Contractuals	\$3,400,000.00
_____	\$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: \$3,400,000.00

EXPENSE TOTAL: \$3,400,000.00

Engineering Project Numbers
NOTES: 472-85206 through 472-85209 for
four phases.

SIGNATURES REQUIRED

DIVISION HEAD: _____ *Aaron Henning*

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 01/22/15

DATE: _____

DATE: _____

DATE: _____

Project Request

CIP Non-CIP CIP YEAR: 2015 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Maintenance RESOLUTION/ORDINANCE #: 15-

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85205

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: Mar 3, 2015 REQUEST DATE: _____

PROJECT #: 211546 PROJECT TITLE: 2015 CIP Concrete Pavement Maintenance

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 2015 CIP Concrete Pavement Maintenance

OCA #: 707083 OCA TITLE: 2015 CIP Concrete Pavement Maintenance

PERSON COMPLETING FORM: Aaron Henning PHONE #: 268-4087

PROJECT MANAGER: Aaron Henning PHONE #: 268-4087

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$600,000.00	2999 Contractuals	\$600,000.00
_____	\$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: \$600,000.00

EXPENSE TOTAL: \$600,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 01/28/15

DATE: _____

DATE: _____

DATE: _____

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: 2015-2016 Second Program Year Action Plan Funding Recommendations

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the proposed funding recommendations for the 2015-2016 Second Program Year Action Plan and authorize the required 30-day public comment period for the proposed Plan.

Background: Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive federal funds under the Community Development program, entitlement cities must complete and submit a multi-year Consolidated Plan for HUD approval. Following approval, cities submit one year action plans for each year of the Consolidated Plan. The second year of the 2014-2018 Consolidated Plan will cover the period of July 1, 2015, to June 30, 2016.

On December 9, 2014, the City Council approved the preliminary funding recommendations based on estimated allocation amounts and authorized the release of Requests for Proposals and funding applications. Those estimates were based on the assumption that federal award amounts would remain at the 2014 level funding for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds. City staff received final allocation information on February 10, and has adjusted the recommendations accordingly.

The final allocations for 2015-16 result in decreases of \$46,239 for CDBG and \$131,013 for HOME, and an increase of \$12,892 for ESG. The 2015-16 award amounts are: CDBG-\$2,632,870; HOME-\$1,107,844; and ESG-\$238,807.

Analysis: Following the December 9, 2014 meeting, Requests for Proposals (RFPs) were issued for Women’s Services, Youth Crime Prevention and Enrichment, and Emergency Solutions Grant funding; and invitations were extended to Community Housing Development Organizations (CHDOs) to apply for housing development funds. After preliminary review by staff, proposals and applications were forwarded to the Grants Review Committee (GRC) appointed by the City Council for review and recommendation. The GRC held a public hearing on January 20, 2015, during which all respondents presented their proposals for public input and GRC discussion.

HUD requires that the local Continuum of Care provide input into recommendations for Emergency Solutions Grant program funding. In Wichita, the group which provides recommendations for the ESG is the Continuum of Care Coordination Team (CCCT). The CCCT met on January 15, 2015 and prepared recommendations which were forwarded to the GRC and presented at the January 20 public hearing. Following announcement of the final ESG allocation on February 10, the CCCT met again on February 24 and adjusted its recommendations to account for the increased allocation.

The GRC considered all written and oral information received, and prepared funding recommendations. City staff then adjusted those recommendations based on input from the CCCT as noted above, and to account for the reduced funding for CDBG and HOME. Those recommendations were presented to the City Manager and are summarized below:

Community Development Block Grant

Capital Projects/Demolition: \$0

Funds have been used to demolish properties which have been cited by staff in the Metropolitan Area Building and Construction Department. However, no funding is recommended as a result of the continued reduction in CDBG funding.

Housing Projects: \$1,129,251

Funds will pay for home repair programs for income eligible homeowners, including the annual free paint program. Of this amount, \$1,084,590 is from the annual allocation, and \$44,661 will come from prior year unallocated funds, which were received as program income or recaptured funds.

City Manager’s Office-Office of Community Engagement: \$385,000

Funds will pay for salaries and benefits for three community liaisons and administrative aides in Districts 1, 3, and 6, and eligible operational costs at the Resource Centers.

Housing and Community Services: \$68,500

Funds will pay for Housing First program staff salaries, benefits and operational costs. This activity will also utilize a portion of the ESG administrative allocation to fully fund costs.

Women’s Shelter Services: \$250,000

Purpose: to provide temporary shelter, counseling and other support services for women and children who are fleeing domestic violence situations. Funds will serve approximately 550 women and children.

Agency	2014-15 Allocation	2015-16 Request	2015-16 Recommendation
Catholic Charities	\$96,745	\$96,936	\$96,936
StepStone, Inc.	\$23,433	\$23,000	\$23,000
The Restoration Center, Inc.	0	\$60,000	0
YWCA	\$129,822	\$141,617	\$130,064
TOTAL	\$250,000	\$321,553	\$250,000

Youth Crime Prevention and Enrichment: \$125,000

Purpose: to engage middle school age youth with identified risk factors in activities that will prevent crime and enrich their lives. Funds will serve approximately 4,350 income-eligible youth.

Agency	2014-15 Allocation	2015-16 Request	2015-16 Recommendation
Mental Health Association of South Central Kansas	0	\$69,918	0
Rainbows United	\$21,910	\$21,576	0
The Restoration/Knox Center, Inc.	0	\$44,280	0
YMCA	\$103,090	\$125,000	\$125,000
TOTAL	\$125,000	\$260,774	\$125,000

Summer Youth Employment: \$225,000

Purpose: Funds will pay for The Way to Work summer youth employment program administered by the Housing and Community Services Department. The program serves youth ages 14-15 who either live in Public Housing units or are in households which receive rental assistance through the Section 8 Housing

Choice Voucher program. With these funds, the 2015-16 program will serve up to 100 youth and provide job readiness and financial literacy training, as well as paid summer employment. Since the full summer employment dates cross two program years, funding will be used from both years to complete the program.

Agency	2014-15 Allocation	2015-16 Recommendation
The Way to Work	\$250,000	\$225,000
YMCA	\$25,000	0
TOTAL	\$275,000*	\$225,000

*This total includes \$50,000 prior year unallocated funds

Program Administration: \$494,780

Purpose: HUD allows up to 20% of the entitlement grant to be used for Program Administration, which includes reasonable costs associated with general management, oversight, coordination, monitoring and evaluation. In 2015-16, HCSD staff will assume responsibility for the Mandated Consolidated Plan Activities (Environmental Reviews); the Program Management Allocation in the proposed budget includes costs for this activity. The proposed amount is less than the 20% cap.

Category	2014-2015 Allocation	2015-16 Recommendation
Indirect Costs	\$84,124	\$89,780
Program Management	\$369,485	\$400,000
Fair Housing Initiatives	\$5,000	\$5,000
Mandated Consolidated Plan Activities	\$25,000	0
TOTAL	\$483,609	\$494,780

HOME Investment Partnerships Program

HUD requires that a minimum of 15% of the HOME allocation be designated (set aside) for Community Housing Development Organizations (CHDOs).

Agency	2014-15 Allocation	2015-16 Request	2015-16 Recommendation
Mennonite Housing Services	\$186,900	\$190,000	\$190,000
Power CDC	0	\$140,754	\$93,836
Unallocated	80,059	n/a	
TOTAL	\$266,959	\$330,754	\$283,836

Program Administration and Indirect Costs: \$110,784

Up to 10% of the City's HOME allocation can be used to offset costs of administering the program, including indirect costs. Indirect costs are computed by applying the applicable percentage to the amount of the anticipated annual grant.

CHDO Operating Expenses: \$50,000

These funds are consistent with prior year allocations and are provided to help the CHDOs cover operating expenses.

HOMEownership 80: \$288,224

The downpayment and closing cost recommendation is based on anticipated new and existing home sales in the 2015-2016 program year. This allocation amount will serve approximately 14 homebuyers.

Boarded Up House Program: \$125,000

This recommendation will provide funding for two projects, and is slightly more than the current year, due to increased construction costs, and the increased costs associated with compliance with the 2012 International Energy Conservation Code.

Housing Development Loan Program: \$250,000

These funds are used by non-profit or for-profit developers, for in-fill housing in the City-designated Redevelopment Incentive, Neighborhood Revitalization or Local Investment Areas.

Deferred Loan Program: \$0

The Deferred Loan funds are used to buy down the interest on loans for major home repairs. Due to the reduction in HOME funding, this activity is not recommended for funding in the coming year.

Emergency Solutions Grant (ESG) Funds

The ESG program prioritizes permanent housing solutions for the homeless or for persons at serious, imminent risk of becoming homeless, with a reduced focus on emergency shelter and street outreach. The legislation which created this program caps expenditures for shelter and outreach activities at 60% of the annual allocation. The following chart presents recommendations for shelter services which were made by the Continuum of Care Coordinating Team and accepted by the GRC. They are within the 60% cap.

Agency	2014-15 Allocation	2015-16 Request	2015-16 Recommendation
Catholic Charities – Harbor House	\$17,891	\$18,000	\$17,891
Catholic Charities – St. Anthony Family Shelter	\$21,000	\$25,000	\$25,000
Inter-Faith Ministries – Inter-Faith Inn	\$18,100	18,100	\$17,195
Inter-Faith Ministries – Warming Souls Winter Shelter	\$6,724	\$6,800	\$6,724
The Salvation Army	\$21,000	\$25,000	\$12,305
United Methodist Open Door	\$29,400	\$35,000	\$35,000
YWCA Women’s Crisis Center	\$21,051	\$22,020	\$21,051
Total	\$135,166	\$149,920	\$135,166

Other ESG recommendations include \$21,105 for Homeless Prevention, \$63,315 for Rapid Re-Housing, \$1,311 for administration of the Homeless Management Information System by the United Way, and \$17,910 for the City’s program management costs.

Financial Consideration: Development of a Second Year Action Plan is required for receipt of Federal funds. No General funds are involved with this planning activity.

Legal Consideration: The Law Department has reviewed the 2015-2016 Second Program Year Action Plan Preliminary Funding Recommendations, and approved them as to form.

Recommendation/Actions: It is recommended that the City Council approve the proposed funding recommendations for the 2015-2016 Second Program Year Action Plan and authorize the required 30-day public comment period for the proposed Plan.

Attachments:

- 2015-2016 Second Program Year Allocation Spreadsheet
- Second Program Year Action Plan Summary Draft

2015-2016 ALLOCATION RECOMMENDATIONS, March 3, 2015						
COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition						
Public Works & Utilities	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 RECOMMENDATION		
Street or Sidewalk Repair	\$75,000 *	\$75,000 *	\$0 *	\$0		
Amount from Annual Allocation		\$0	\$0	\$0		
Amount from Prior Year Unallocated		\$75,000	\$0 *	\$0		
Metropolitan Area Building & Construction Department	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 RECOMMENDATION		
Demolition and Clearance of Dangerous and Unsafe Buildings	\$100,000	\$90,000	\$0	\$0		
Total - Capital Projects	\$175,000	\$165,000	\$0	\$0		
*This amount from prior year unallocated funds						
COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities						
Neighborhood Clean-ups	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 RECOMMENDATION		
Housing and Community Services	\$50,000	\$19,420	\$0	\$0		
- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.	\$369,091	\$369,091	\$389,000	\$389,000		
- Home Repair	\$546,222	\$758,984	\$753,000	\$740,251 *		
- Rental Housing Loan Program	\$0	\$0	\$0	\$0		
Total - Housing Projects	\$965,313	\$1,147,495	\$1,142,000	\$1,129,251 **		
* This amount includes \$46,239 unallocated from prior year funds						
** This total includes unallocated funds						
COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization						
Funds Available for Reallocation	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 RECOMMENDATION		
- DI Glen Dey Park Improvements	\$0	\$0	\$532,020 *	\$0		
- DI Sidewalk Replacements			\$50,000			
- DIII Friendship Park Improvements			\$35,000			
- DIV Street Paving			\$80,000			
			\$367,020			
Total - Neighborhood Initiatives	\$0	\$0	\$532,020 *	\$0		
*This amount from prior year unallocated funds						

2015-2016 ALLOCATION RECOMMENDATIONS, March 3, 2015						
HOME INVESTMENT PARTNERSHIPS PROGRAM						
HOME Activities						
	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 RECOMMENDATION		
HOME Investment Partnerships Administration	\$107,518	\$104,740	\$108,523	\$98,709		
HOME Indirect Costs	\$15,010	\$18,050	\$15,362	\$12,075		
HOME Operating Funds for CHDO's	\$50,000	\$50,000	\$50,000	\$50,000		
Operating Funds-Power CDC						
Operating Funds-MHRS						
HOMEownership 80 Program	\$429,286	\$383,014	\$319,972	\$288,224		
Boarded-up House Program	\$100,000	\$100,000	\$125,000	\$125,000		
Housing Development Loan Program	\$235,000	\$147,637	\$250,000	\$250,000		
Deferred Loan Program	\$0	\$157,506	\$70,000	\$0		
Total HOME Projects	\$936,814	\$960,947	\$938,857	\$824,008		
HOME INVESTMENT PARTNERSHIPS PROGRAM						
CHDO Set Aside Projects						
	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 RECOMMENDATION		
CHDO Set Aside - Total Allocation	\$288,461	\$266,959	\$300,000	\$283,836		
Amount from Annual Allocation	\$288,461	\$266,959	\$300,000	\$283,836		
Amount from Prior Year Unallocated	\$0	\$0	\$0	\$0		
Mennonite Housing Rehab Services (MHRS)	\$149,270	\$175,000	\$186,900	\$190,000		
- Single Family Home Development						
Power CDC	\$130,730	\$91,959	\$0	\$93,836		
- Single Family Home Development						
Universal Design	\$8,461	\$0	\$0	\$0		
Unallocated CHDO Set Aside Funding	\$0	\$0	\$113,100	\$0		
Total CHDO Set Aside Projects	\$288,461	\$266,959	\$300,000	\$283,836		
Subtotal - HOME & CHDO Set Aside Projects						
*This amount includes \$39,049.22 re-allocated from prior year unspent CHDO funds						
UNALLOCATED TOTAL	\$0	\$0	\$0	\$0		
ANNUAL ALLOCATION - HOME	\$1,225,275	\$1,227,906	\$1,238,857	\$1,107,844		
GRAND TOTAL - HOME	\$1,225,275	\$1,227,906	\$1,238,857	\$1,107,844		

2015-2016 ALLOCATION RECOMMENDATIONS, March 3, 2015																		
EMERGENCY SOLUTIONS GRANT		2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 RECOMMENDATION													
Emergency Solutions Grant - Final Allocation		\$223,388	\$187,471	\$225,915	\$238,807													
Homeless Assistance Maximum Allocation (60%)		\$133,159	\$112,483	\$135,549	\$135,549													
Emergency Shelter		\$133,159	\$112,100	\$135,166	\$135,166													
Catholic Charities - Harbor House		\$15,000	\$12,600	\$17,891	\$17,891													
Catholic Charities - St. Anthony Family Shelter		\$25,000	\$21,000	\$21,000	\$25,000													
Inter-Faith Ministries - Inter-Faith Inn		\$21,500	\$18,100	\$18,100	\$17,195													
The Salvation Army - Homeless Services		\$25,000	\$21,000	\$21,000	\$12,305													
United Methodist Open Door - Homeless Resource Center		\$35,000	\$29,400	\$29,400	\$35,000													
YWCA Women's Crisis Center		\$11,659	\$10,000	\$21,051	\$21,051													
Inter-Faith Ministries - Warming Souls Winter Shelter		\$0	\$0	\$6,724	\$6,724													
Homeless Prevention & Rapid Re-Housing		\$69,975	\$60,928	\$72,494	\$84,420													
Homelessness Prevention		\$28,535	\$15,232	\$18,124	\$21,105													
Center of Hope - Rent Assistance		\$28,535	\$15,232	\$18,124	\$21,105													
Rapid Re-Housing		\$41,440	\$45,696	\$54,370	\$63,315													
City of Wichita - Housing and Community Services		\$41,440	\$45,696	\$54,370	\$63,315													
Homeless Management Information System (HMIS)		\$3,500	\$383	\$1,311	\$1,311													
United Way of the Plains		\$3,500	\$383	\$1,311	\$0													
Administration - Maximum Allocation (7.5% of total Award)		\$16,754	\$14,060	\$16,944	\$17,910													
- Housing & Community Services Department - ESG Administration		\$11,169	\$9,373	\$11,296	\$0													
- City Indirect Cost		\$5,585	\$4,687	\$5,648	\$0													
TOTAL EMERGENCY SOLUTIONS GRANT		\$223,388	\$187,471	\$225,915	\$238,807													
GRAND TOTAL		\$223,388	\$187,471	\$225,915	\$238,807													

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 8-20-13							
ESG PROJECTS							
	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 COUNCIL ALLOCATION	
	Emergency Shelter Grant - Final Allocation	\$125,133	* \$124,982	\$0	\$0	\$0	
RFP	Essential Services - Maximum Allocation (30%)	\$37,540	\$32,286	\$0	\$0	\$0	
	- Catholic Charities - Anthony Family Shelter	\$6,238	\$6,277	\$0	\$0	\$0	
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$869	\$0	\$0	\$0	
	- Inter-Faith Ministries - Safe Haven	\$1,046	\$0	\$0	\$0	\$0	
	- Salvation Army - Emergency Lodge	\$0	\$0	\$0	\$0	\$0	
	- United Methodist Open Door	\$30,256	\$25,140	\$0	\$0	\$0	
RFP	Maintenance and Operations	\$81,463	\$66,591	\$0	\$0	\$0	
	- Catholic Charities - Anthony Family Shelter	\$23,530	\$18,457	\$0	\$0	\$0	
	- Catholic Charities - Harbor House	\$10,678	\$8,870	\$0	\$0	\$0	
	- Inter-Faith Ministries - Inter-Faith Inn	\$23,410	\$19,451	\$0	\$0	\$0	
	- Inter-Faith Ministries - Safe Haven	\$0	\$0	\$0	\$0	\$0	
	- Salvation Army - Emergency Lodge	\$19,552	\$16,246	\$0	\$0	\$0	
	- YWCA - Women's Crisis Center	\$4,293	\$3,567	\$0	\$0	\$0	
RFP	Homeless Prevention - Maximum Allocation (30%)	\$0	\$20,000	\$0	\$0	\$0	
	- Center of Hope - Rent Assistance	\$0	\$20,000	\$0	\$0	\$0	
	Administration - Maximum Allocation (5%)	\$6,130	\$6,105	\$0	\$0	\$0	
	- Housing & Community Services Department - ESG Administration	\$6,130	\$4,730	\$0	\$0	\$0	
	- City Indirect Cost	\$0	\$1,375	\$0	\$0	\$0	
	TOTAL EMERGENCY SHELTER GRANT	\$125,133	* \$124,982	\$0	\$0	\$0	
	*Includes \$29 unspent prior year funds						
PO #	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION	
	Emergency Solutions Grant - Final Allocation	\$0	\$70,331	\$223,388	\$187,471	\$187,471	
	Homeless Assistance Maximum Allocation (60%)	\$0	\$20,126	\$133,159	\$112,483	\$112,483	
RFP	Emergency Shelter				TBD	\$112,100	
PO340709	Catholic Charities - Harbor House	\$0	\$15,125	\$15,000	\$0	\$12,600	
PO340710	Catholic Charities - St. Anthony Family Shelter	\$0	\$0	\$25,000	\$0	\$21,000	
PO340711	Inter-Faith Ministries - Inter-Faith Inn	\$0	\$0	\$21,500	\$0	\$18,100	
	The Salvation Army - Homeless Services	\$0	\$0	\$25,000	\$0	\$21,000	
PO340713	United Methodist Open Door - Homeless Resource Center	\$0	\$0	\$35,000	\$0	\$29,400	
PO340712	YWCA Women's Crisis Center	\$0	\$5,001	\$11,659	\$0	\$10,000	
	Homeless Prevention & Rapid Re-Housing		\$41,029	\$69,975	\$60,928	\$60,928	
	Homelessness Prevention	\$0	\$24,629	\$43,535	TBD	TBD	
PO340728	Center of Hope - Rent Assistance	\$0	\$24,629	\$43,535			
	Rapid Re-Housing	\$0	\$16,400	\$26,440	TBD	TBD	
	City of Wichita - Housing and Community Services	\$0	\$16,400	\$26,440			
	Homeless Management Information System (HMIS)	\$0	\$635	\$3,500	TBD	\$383	
	United Way of the Plains	\$0	\$635	\$3,500		\$383	
	Administration - Maximum Allocation (7.5% of total Award)	\$0	\$8,541	\$16,754	\$14,060	\$14,060	
	- Housing & Community Services Department - ESG Administration	\$0	\$5,026	\$11,169	\$9,373	\$9,373	
	- City Indirect Cost	\$0	\$3,515	\$5,585	\$4,687	\$4,687	
	TOTAL EMERGENCY SOLUTIONS GRANT	\$0	\$70,331	\$223,388	\$187,471	\$187,471	
	GRAND TOTAL	\$125,133	\$195,313	\$223,388	\$187,471	\$187,471	



DRAFT FOR PUBLIC COMMENT
March 4, 2015 – April 3, 2015

July	August	September	October
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Second Program Year

November	December	January	February
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Action Plan

March	April	May	June
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

2015-2016

"Creating Communities of Choice"

Public Review and Comment Requested

As part of the 2014-2019 Consolidated Plan requirements, the City of Wichita has developed the Second Program Year Action Plan, which identifies the 2015-2016 spending priorities for funds received from the U.S. Department of HUD to benefit low and moderate income persons. The public is encouraged to review and comment on the proposed plan.

This document is a summary of the proposed 2015-2016 plan.

A full copy of the Second Program Year Action Plan is available at the Housing and Community Services Department, 332 N. Riverview, Wichita, Kansas, and also on line at:

<http://prod-wichitagov/Government/Departments/Housing/Pages/default.aspx>

Please submit comments to:
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203

By phone to (316) 462-3725
By email to llank@wichita.gov.

There will be a public hearing on this matter during the City Council Meeting on Tuesday, April 14, at 9:00 a.m.

Oral comments can be made at that meeting.

Individuals who require auxiliary aids and services for effective communication with City of Wichita personnel should contact the Office of the City Manager, 316-268-2468 as soon as possible, but no later than 48 hours before the scheduled event or appearance.

Comments can be submitted through April 3, 2015

Executive Summary

1. Introduction

This Annual Action Plan is the second year of the City of Wichita 2014-2018 Consolidated Plan, which provides a basis and strategy for the use of federal funds allocated to the City of Wichita by the U.S. Department of Housing and Urban Development. Programs and activities identified in this Plan are intended to primarily benefit low and moderate-income residents of the city of Wichita and neighborhoods with high concentrations of low- and moderate-income residents, which will ultimately benefit the city as a whole. This plan is the product of citizen participation, public hearings, and consultations with other agencies, groups and organizations involved in the development of affordable housing, creation of job opportunities for low and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, and homeless persons. A complete draft of this Plan will be made available for public review and comment during the period of March 4, 2015, through April 3, 2015. There will be a public hearing on this matter during the regular meeting of the City Council on April 14, 2015, at 9:00 a.m. at Wichita City Hall, 455 N. Main Street. Oral comments can be made in person during that meeting.

2. Summarize the objectives and outcomes identified in the Plan

The theme of the City's 2014-2018 Consolidated Plan is "Creating Communities of Choice." Following that theme, activities identified in the plan prioritize housing needs in the core of the city by developing and/or maintaining strong infrastructure to enhance the living and working environment, as well as providing activities to support the needs of the people who live and/or work in these areas. The City will continue supporting services for the homeless, with a strong emphasis on permanent housing solutions, as well as activities to develop the capacity of low-to-moderate income families through job training, employment, and asset-building initiatives.

3. Evaluation of past performance

The City of Wichita has a history of successful administration of federal programs for housing, as well as community planning and development. That system is firmly in place and will continue for future administration of Consolidated Plan funds. It includes professional administration by City staff and partnerships and contracts with community agencies. Results of the City's administration of programs funded with Consolidated Plan resources are reported using the Consolidated Annual Performance and Evaluation Report (CAPER) format and can be found on the City's website.

4. Summary of Citizen Participation Process and consultation process

For the City of Wichita, citizen participation is a vital component of the consolidated planning process. To encourage Wichita citizens to be involved in establishing priorities regarding planning and funding public programs and activities, the Housing and Community Services Department has developed a Citizen Participation Plan which uses various media formats to engage the public in identifying needs and priorities. All citizens are encouraged to participate in the development and review of the Consolidated Plans and Annual Plans, including substantial amendments, and the Consolidated Annual Performance and Evaluation Reports (CAPER). Notice of public hearings and comment periods will be published in the designated official newspaper or newspapers of general circulation, and advertised on the City-7 cable television channel.

5. Summary of public comments

Comments received regarding the Second Program Year Annual Action Plan will be described here.

6. Summary of comments or views not accepted and the reasons for not accepting them

It is anticipated that all comments will be accepted.

Expected Resources: 2015-2016

Program	Uses of Funds	Expected Amount Available Year 2			
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:
CDBG	Public Services Housing Public Improvements Admin and Planning	\$2,632,870	0	\$44,661	\$2,677,531
HOME	Acquisition Homebuyer assistance Homeowner rehab New construction for ownership Administration	\$1,107,844	0	0	\$1,107,844
ESG	Administration Overnight shelter Prevention Rapid Re-housing HMIS	\$238,807	0	0	\$238,807

Annual Goals and Objectives: 2015-2016

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Home Repair	2015	2016	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	CDBG: \$1,129,251	250 households
2	New Housing Development (single/multi-family)	2015	2016	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		HOME: \$533,836	10 houses
3	Homebuyer Assistance	2015	2016	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		HOME: \$288,224	14 Households Assisted
4	Housing First	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	CDBG: \$68,500 ESG: \$10,000	64 chronically homeless individuals

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Homeless Assistance (Shelters)	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: \$135,166	500 Persons Assisted in Overnight Shelter; 1500 Persons Assisted in Day Shelter
6	Women's Services	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		CDBG: \$250,000	400 Persons Assisted
7	Boarded Up House Program	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		HOME: \$125,000	2 Houses
8	Office of Community Engagement	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non Housing Community Development	CDBG: \$385,000	15,000 persons

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Training and Employment	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		CDBG: \$225,000	Jobs placements: 100 Jobs
10	Youth Enrichment and Crime Prevention	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		CDBG: \$125,000	4,000 persons
11	Program Administration	2015	2016	Program Administration	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non Housing Community Development	CDBG: \$494,780 HOME: \$110,784 ESG: \$17,910	Other
12	Rapid Re-Housing	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: \$63,315	30 Households
13	Homeless Prevention	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: \$21,105	20 Households

Goal Descriptions

Annual Action Plan
2015

1	Goal Name	Home Repair
	Goal Description	Provides funds for home repair programs for income-eligible homeowners, including the annual free paint program
2	Goal Name	New Housing Development (single/multi-family)
	Goal Description	Provides funds for in-fill housing development in the designated areas
3	Goal Name	Homebuyer Assistance
	Goal Description	Provides funds for closing costs and downpayment assistance for income-eligible, first-time homebuyers
4	Goal Name	Housing First
	Goal Description	Provides funds for permanent housing for up to 64 chronically homeless individuals
5	Goal Name	Homeless Assistance (Shelters)
	Goal Description	Provides funds to homeless shelters for operations and essential services
6	Goal Name	Women's Services
	Goal Description	Provides funds for shelter and related services for women and children fleeing domestic violence
7	Goal Name	Boarded Up House Program
	Goal Description	Provides funds for redevelopment of vacant, blighted homes
8	Goal Name	Office of Community Engagement
	Goal Description	Provides funds for staff and designated facility costs for three Neighborhood Resource Centers

9	Goal Name	Training and Employment
	Goal Description	Provides funds for summer youth employment for up to 100 youth in families receiving services from the Wichita Housing Authority
10	Goal Name	Youth Enrichment and Crime Prevention
	Goal Description	Provides funds for over 4,000 middle school youth to attend after school recreation/enrichment programs
11	Goal Name	Program Administration
	Goal Description	Provides funds for program management and related costs associated with assuring federal compliance
12	Goal Name	Rapid Re-Housing
	Goal Description	Provides funds for rapid re-housing of homeless individuals and families
13	Goal Name	Homeless Prevention
	Goal Description	Provides funds for rent and utility assistance for income-eligible families on the verge of homelessness

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding for Construction and Maintenance of Extension of the Prairie Sunset Trail in Sedgwick County and Wichita (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding and Letter of Support, and authorize the necessary signatures.

Background: Rail-trails are corridors rail banked under the authority of the 1983 amendment of the National Trails Act. They are considered out-of-service corridors, protected for future transportation needs, which are in the interim available for recreational use. Prairie Travelers, Inc. (PTI) is a local group which supports the establishment of an inter-connected recreational trails network in Kansas. PTI preserves these railroad corridors through interim trail use for public hiking, biking and equestrian activities. The organization is the result of the cooperative effort of citizens, local trail groups, and outdoor enthusiasts dedicated to expanding Kansas' recreation opportunities. PTI is working with the Sunflower Recreational Trails organization to develop this system state-wide. PTI is the trustee holding title to the eight miles of rail banked trail near Garden Plain in southwest Sedgwick County. Named the "Prairie Sunset Trail", it extends from 295th Street West to 167th Street West. PTI would like to extend the popular recreational trail eastward into west Wichita.

Analysis: Portions of the rail corridor known as the Prairie Sunset Trail (adjacent to the PTI trail) between 167th St. W. and 135th St. W. and between 119th St. W. and Hoover Road were rail banked by the City of Wichita. The mile between 135th St. W. and 119th St. W. was rail banked by Sedgwick County. A Memorandum of Understanding (MOU) has been prepared to grant PTI the authority to install and maintain a public recreational pathway, with appropriate signage, for non-motorized activities in the three miles of City rail banked corridor. The trail will be designed by PTI, constructed to City of Wichita standards, and maintained by the members of the society. The initial agreement is for five years, with two automatic renewals every two years thereafter. PTI is pursuing grant funding for these improvements, and is requesting a Letter of Support from the City for a grant application to the Sunflower Foundation.

Financial Considerations: PTI will provide the funds for these improvements per the Trail Construction and Maintenance Agreement. The Park and Recreation Department will continue mowing and weed control activities as currently budgeted.

Legal Considerations: The Law Department has approved the MOU as to form.

Recommendation/Action: It is recommended that the City Council approve the Memorandum of Understanding and Letter of Support and authorize all necessary signatures.

Attachments: Trail Construction and Maintenance MOU, Letter of Support.

Prairie Sunset Trail

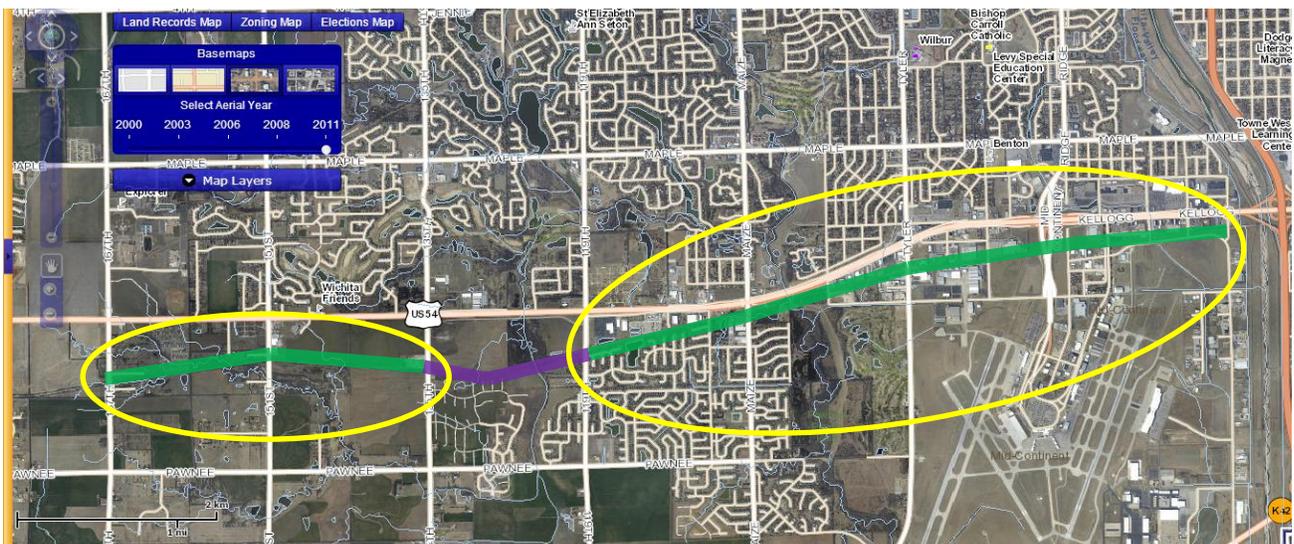
Approximate Length in Sedgwick County - 8 Miles

Agreement for

167th St. W. to 135th St. W. and

119th St. W. to Hoover Road

Sedgwick County & Wichita, Kansas



**MEMORANDUM OF UNDERSTANDING
BETWEEN
PRAIRIE TRAVELERS, INC AND THE CITY OF WICHITA
FOR CONSTRUCTION AND MAINTENANCE OF THE
PRAIRIE SUNSET TRAIL**

WHEREAS: The City of Wichita, Kansas, a Municipal Corporation (“City”) and Prairie Travelers, Inc., a Kansas Not for Profit Corporation (“PTI”), have a mutual interest in developing recreational corridors, and

WHEREAS: In recognition of the provisions set forth in K.S.A. 58-3212, and

WHEREAS: The City and PTI desire to extend the Prairie Sunset Trail, a rail banked corridor generally south of US Highway 54/400 (Kellogg), formerly known as the WATCO or KNO Railroad Corridor;

NOW THEREFORE: This Trail Construction and Maintenance Agreement ("Agreement") is made and entered into on _____, 2015 (the "Effective Date") between the Department of Park and Recreation, City of Wichita, Kansas ("City") and Prairie Travelers, Inc., a Kansas Not for Profit Corporation ("PTI"), having a registered office at 7026 O’Neil, Wichita, KS 67212.

I. GENERAL

1. Grant of Right to Construct and Maintain. The City hereby grants to PTI the right to design, construct, and maintain a trail ("Trail") for bicycle, equestrian and pedestrian use in accordance with the terms and conditions of this Agreement in the portions of the former railroad corridor rail banked by the City and known as the Prairie Sunset Trail – detailed in “Exhibit A” and located generally south of Kellogg between:
 - From 167th Street West to 135th Street West; and
 - From 119th Street West to Hoover Road.
2. Terms of Agreement. This Agreement shall be for a term of five (5) years commencing on the effective date. Thereafter, this Agreement shall be automatically renewed for two successive two (2) year terms upon the same terms and conditions as contained herein, unless either party shall deliver written notice to the other of its intention not to renew this Agreement not less than ninety (90) days prior to the expiration of the current term.
3. Trail Use.
 - a. Once approved by the Director of Park and Recreation (as outlined in Section II.1.b.) portions of the trail will be open to the public in accordance with normal

facility schedules of the City and the Park Rules and Regulations as set forth in Chapter 9.03 of the Code of the City of Wichita, Kansas.

- b. The City will not permit motor vehicles, such as motorcycles, all-terrain vehicles (ATVs) or any other vehicle or device which will cause damage to the surface of the Trail to be allowed on the Trail, with the exception of emergency and maintenance vehicles. Equestrian use will be evaluated with regards to trail safety and wear. If necessary, equestrian use may be restricted and/or prohibited based on further studies.
4. Improvements to the Property. Other than the Trail, PTI shall construct no improvements on the Property without first submitting a written request and receiving the written consent of the Director of Park and Recreation. Any permanent improvements made to the Trail including storage buildings, shelters, etc. become property of the City upon termination of the Agreement.
5. Other Park Improvements. The City may wish to develop or construct other improvements on the Property and shall notify PTI prior to the construction of any such improvements that may affect the Trail.
6. Rules, Regulations and Ordinances. PTI agrees to comply with all rules, regulations and ordinances of the City generally applicable to the public and agrees to comply with the Park Rules and Regulations as set forth in Chapter 9.03 of the Code of the City of Wichita, Kansas.
7. Indemnity. PTI shall indemnify and hold the City of Wichita harmless from and against any and all claims of any kind or character for injuries and damages to persons and property arising out of or in connection with the construction or maintenance of the Trail by PTI, its agents, invitees, members, officers or directors that is not caused by the City's negligence, during the term of this Agreement or any renewal term. The parties shall notify the other party as soon as practicable of any claim made or litigation threatened or instituted which in any way directly or indirectly contingently or otherwise affects or might affect PTI. PTI shall have the right to compromise and participate in the defense of the same to the extent of its own interest.
8. Insurance. PTI shall acquire, at its own cost, general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence). The City of Wichita shall be named as an additional insured under said policy and such policy shall properly protect and indemnify the City in amounts not less than aforesaid. The issuer may not cancel the insurance thereof without at least thirty (30) days advance written notice to the City. Such policies or copies or certificates thereof shall be furnished to the City upon request.
9. Default. PTI's failure to perform any duty or obligation contained herein and PTI's failure to cure such failure within thirty (30) days after the City has delivered written notice to PTI identifying such default; or within such additional period, if any, as may be

reasonably required to cure any such default if it is of such a nature that it cannot be cured within said thirty (30) day period because of a cause beyond the control of PTI, shall be deemed to be a default under this Agreement. If a default exists, the City may terminate this Agreement at any time by giving PTI written notice of intention to terminate this Agreement on a date specified therein, which date shall not be earlier than ten (10) days after said notice is given. If all defaults have not been cured on the date so specified, PTI's right to possession of the Property as provided herein and all rights under this Agreement shall be terminated.

10. Surrender of Possession. PTI shall deliver possession of any improvements constructed thereon to the City upon the termination of this Agreement if terminated by PTI. In the event the City terminates this Agreement or exercises its option not to renew this Agreement upon any anniversary date for reasons other than provided in Section 13, PTI may at no cost to the City remove from the Property any and all improvements not of a permanent nature that may have been made subject to PTI, repairing any damage to the Property caused by such removal and provided that said improvements are removed within six months of receipt of written notice of termination of the Agreement.

11. Notices.

- a. Any formal notice required or allowed hereunder shall be deemed sufficiently given if personally delivered, emailed, sent by registered or certified mail return receipt requested, or sent via telefacsimile to the party to whom said notice is to be given. Notices sent by registered or certified mail return receipt requested shall be deemed to have been served seventy-two (72) hours after the date said notice is postmarked to the addressee postage prepaid. Notices sent by telefacsimile shall be deemed to have been served on the day sent and if illegible, shall at the receiving party's request be resent until the receiving party receives a legible telefacsimile.
- b. Until changed by written notice given by either party to the other, the addresses of the parties shall be as follows:

Department of Park and Recreation
City of Wichita, Kansas
11th Floor, City Hall
455 N. Main
Wichita, KS 67202
Fax 316-858-7767
thoutman@wichita.gov

Prairie Travelers, Inc.
c/o Larry Hatfield
7026 O'Neil
Wichita, KS 67212
lhatfield6@gmail.com
mdfreund@gmail.com

12. Non-Discrimination. In exercising the rights hereunder, PTI shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as "Exhibit B".

13. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no verbal understandings, agreements, representations or warranties between the parties that are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.
- b. This Agreement may not be amended, modified, altered or changed in any respect except in writing signed by the parties hereto.
- c. The parties acknowledge that each party and their counsel have had the opportunity to review and negotiate the terms and conditions of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- d. The descriptive headings used herein are for the convenience of the parties only and shall not be used in the construction of this Agreement.
- e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- f. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein.
- g. The rights granted to PTI under this Agreement are personal and cannot be assigned, sublet or transferred without the specific written consent of the City.
- h. The laws of the State of Kansas shall govern the validity, construction, interpretation and effect of this Agreement.

II. RESPONSIBILITIES OF EACH PARTY

1. Prairie Travelers, Inc. (PTI) Agrees to the following:
 - a. Barricading by PTI. PTI shall barricade portions of the trail not approved by the Director of Park and Recreation for opening for public use. Barricades shall be of a type and material approved by said Director, and shall be maintained by PTI.
 - b. Opening of Trail for Public Use by PTI. PTI shall not open the trail to public use until it is inspected and given final approval by the Director of Park and Recreation.

- c. Design and Construction by PTI. PTI shall design and construct the Trail consistent with City standards for use by the general public as outlined in the City of Wichita’s Private Project Procedures for Consultants and Contractors.
 - i. As part of the Design process, PTI shall analyze (using appropriate professional services) and address existing barriers to the trail, including but not limited to:
 - a. 167th St. W. to 151st St. W. – Bridge and drainage ways
 - b. 151st St. W. to 135th St. W. – Drainage ways
 - c. 119th St to Maize Road – Address drainage from HOA lake and verify other drainage ways
 - d. Maize Road to Tyler – Cowskin Creek, bridge and drainage ways
 - e. Tyler Road to Ridge Road – Drainage ways
 - f. Ridge Road to Hoover Road - Bridge and drainage ways
 - ii. As part of the Design process, PTI shall design appropriate crossings at each roadway intersection.
- d. Trail Material installed by PTI. PTI shall use a crushed screened material on an appropriate base which is considered ADA compliant. PTI shall provide written documentation to the City of the material used and compliance determination. “Exhibit C” gives an example of materials used recently on the Flint Hills Nature Trail in northeast Kansas for reference.
- e. Maintenance by PTI. PTI shall maintain the Trail for use by the general public by performing the PTI activities identified in “Exhibit D”.
- f. Reporting by PTI. PTI shall provide an annual report to the City on the general conditions of the Trail, estimated or known annual use, a year summary of maintenance activities and any future improvement plans.
- g. Compliance by PTI. PTI shall comply with all applicable federal, state, and local laws, regulations and ordinances.
- h. Fundraising by PTI. PTI shall solicit donations from individuals and corporations to improve the trail.
- i. Contacts by PTI. PTI shall maintain on file with the City, the identity and contact information for the Prairie Traveler’s main point of contact for the trail and implementation of this MOU.
- j. Signs. PTI may install signs denoting sponsorship for Adopt-a-Trail purposes.

2. The City of Wichita Agrees to the following:

- a. Planning and Design by the City. The City shall coordinate with PTI in the planning and design of the Trail.
- b. Maintenance by the City. The City shall maintain the Trail for use by the general public by performing the City activities identified in “Exhibit D”.
- c. Encroachments Removal by the City. The City shall seek to remove any unauthorized encroachments on the Trail on segments where construction is planned within the next twelve (12) months, including but not limited to:
 - i. Parking encroachments
 - ii. Fencing
 - iii. Other private improvements
- d. Regulatory Signs. The City shall be responsible for posting and maintaining Trail Rules signs.

(Signature Page to Follow)

APPROVED this ____ day of _____, 2015:

City of Wichita, Kansas

Prairie Travelers, Inc.

Carl Brewer, Mayor

Larry Hatfield, President

APPROVED AS TO FORM:

Sharon Dickgrafe,
Interim City Attorney and Director of Law

Date: _____

ATTEST:

Karen Sublett, City Clerk

Date: _____

Exhibit A

Description	Rail Banked By	Parcel ID
Hoover-Dugan	City of Wichita	30003340
Dugan-Ridge	City of Wichita	30003341
Ridge-Woodchuck	City of Wichita	30003342
Woodchuck-Tyler	City of Wichita	30003343
Tyler-Seville	City of Wichita	30003344
Seville-Harry	City of Wichita	30003345
Harry-Maize	City of Wichita	30003346
Maize-111th	City of Wichita	30003347
111th-119th	City of Wichita	30003348
135th-Citiview	City of Wichita	30003653
Citiview-151st	City of Wichita	30003654
151st-1/2 mi. W.	City of Wichita	30003655
1/2 mi. E. -167th	City of Wichita	30003656



EXHIBIT B

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

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

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

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to

have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT C

Example of Materials used for Flint Hills Nature Trail (For Reference Only)

Limestone screenings shall meet KDOT Specification for Crushed Stone Screening (CS-2) with the additional requirement of 25% to 60% retained on the #8 sieve. Limestone screenings shall be delivered to the site moisture conditioned with calcium chloride mixed in when specified for the project. Limestone screenings must be moisture conditioned by pug milling prior to delivering to the site. This includes mixing of calcium chloride added during the moisture conditioning/pug milling when required for the project. Limestone screenings shall be bladed grades as shown on the plans and compacted with appropriate equipment to Type B, MR-90 per KDOT Specifications. Calcium Chloride, Type 2, when specified shall be applied to the limestone screenings at a rate of 10.140 pounds per ton of aggregate. Three-fourths or 7.621 pounds per ton shall be mixed in the aggregate at the pug mill and placed accordingly. One - fourth or 2.519 pounds per ton shall be applied as a surface application after the trail has been shaped and compacted.

EXHIBIT D

Maintenance Activities

Responsible Organization	Activity
City of Wichita	Inspection
PTI	Signs – replacement of missing, damaged, or deficient signs and related equipment (i.e. posts, assemblies, etc.) along rail corridor
City of Wichita	Mowing, 3 times/year
PTI	Fence repair
PTI	Drainage – ensure culverts and other drainage structures are free of debris and free flowing
PTI	Structures – repair and/or replacement of structures
PTI	Landscaping – trim trees, shrubs, and other landscaping to maintain clearances, sight distances, and safety
PTI	Furniture – maintain, repair, and replace furniture and other furnishings
PTI	Litter and debris – pick up trash and debris, empty any trash receptacles
PTI	Graffiti – remove or cover graffiti
PTI	Surface Grading – level trail surface materials and repair washouts
PTI	Surface Material – apply materials as needed to provide a stable surface and to maintain adequate surface coverage

March 3, 2015

Ms. Elizabeth Stewart, Program Officer
Sunflower Foundation
Health Care for Kansans
1200 SW Executive Drive, Suite 100
Topeka, KS 66615-3850

RE: Letter of Support – Prairie Sunset Trail

Dear Ms. Stewart:

On behalf of the City of Wichita I am writing in support of the Prairie Travelers, Inc. (PTI) Sunflower Foundation Grant application for the Prairie Sunset Trail.

This former railroad corridor, rail banked by the City of Wichita, is adjacent to portions of the Prairie Sunset Trail currently improved by and under the care of PTI. We are excited to partner with PTI to extend this popular recreational pathway into Sedgwick County and Wichita. Funding will allow PTI to redevelop and maintain the corridor as a multi-use crushed rock surface path from 167th St. W. to 135th St. W., and from 119th St. W. to Maize Road.

PTI has been an active ally in promoting trail building to and throughout the City, most recently with the Redbud trail in east Wichita. Extension of the Prairie Sunset Trail on the west side of town will allow more citizens in the metropolitan area to participate in hiking, cycling and other community health-related activities.

The City of Wichita supports PTI's efforts and looks forward to potential future expansion of this popular trail. If you have any questions you may reach Larry Hoetmer, Landscape Architect, at lhoetmer@wichita.gov or (316) 268-4179.

Sincerely,

Carl Brewer, Mayor
City of Wichita

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: CON2014-00033 – Conditional Use to Permit “Rock Crushing” on Property Located East of North Broadway Avenue and North of East 25th Street (District VI)

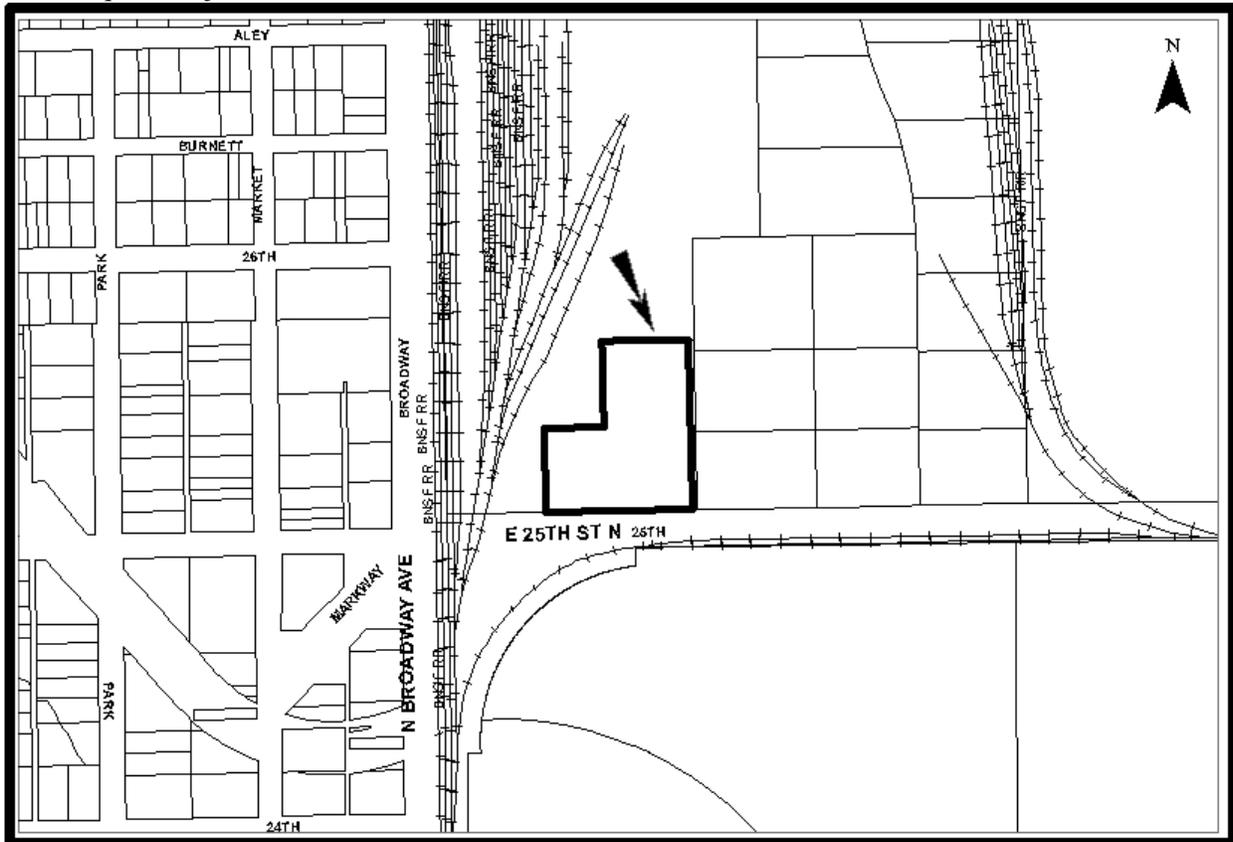
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendation: The MAPC recommended approval of the request (9-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (8-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request subject to conditions.



Background: The applicant is seeking “conditional use” approval to permit “rock crushing” on 2.45 General Industrial (GI) zoned and platted acres generally located at the northeast corner of North Broadway Avenue and East 25th Street North. The property is located east of the Atchison Topeka & Santa Fe Railroad (AT&SF) tracks and switching yard that are located just east of North Broadway Avenue and north of East 25th Street. The site is currently enclosed by a concrete block screening wall. Located within the screening wall are piles of asphalt and concrete chunks that come from demolition and construction projects located in the area. The chunks are expected to be crushed into smaller sizes and reused in local construction projects. On a typical day the applicant’s agent indicates that there could be 20 or fewer truck trips; however, the number of trips is dependent upon the needs of the applicant’s customers. The applicant’s aerial/site plan depicts more area than is covered by the conditional use application. Only the area enclosed by the green line and labeled “A” is the application area and the subject of the conditional use request. The application area is only Lot 1, Block A, Aaron Goodwin Addition. Access to the site is located on East 25th Street North via a 26-foot wide driveway. A scale house and a scale are located within the enclosed area. The applicant’s aerial photograph/site plan shows a connection in the northeastern corner of the site to the metal recycling operation located immediately east of the subject property.

In 2003, the site received “conditional use” approval for a “wrecking and salvage yard” (CON2003-00047).

Land located north of the application area is part of the AT&SF railroad switching yard. Property located to the east contains the Glickman metal recycling business. Land located south, across East 25th Street North, is vacant. Properties located north, east and south of the application area are zoned GI. West of the application are AT&SF railroad tracks, North Broadway Avenue and west of Broadway Avenue, are a variety of highway oriented commercial establishments zoned Limited Industrial (LI) and General Commercial (GC).

Analysis: District Advisory Board (DAB) VI heard the request on January 21, 2015, and recommended unanimous (8-0) approval. No one was present to speak against the item.

At the Metropolitan Area Planning Commission (MAPC) meeting held on January 22, 2015, the MAPC voted (9-0) to recommend approval of the request subject to the following conditions:

1. The “conditional use” permits “rock crushing” for three years from the date of final approval. At the end of the three-year time limit the three year time period may be extended by the “administrative adjustment” process.
2. The site shall be developed, maintained and operated in conformance with the approved site plan.
3. The site shall be completely enclosed by solid fencing or block wall a minimum of eight feet in height except at approved access points (as shown on the approved site plan).
4. All internal circulation and points of ingress-egress shall be watered during hours of operation or be treated with a dust control product or be surfaced with an approved all weather surface or some combination of the three to control dust.
5. An updated drainage plan designed to minimize non-point source contamination of surface and groundwater shall be submitted for review and approval by the city engineer prior to commencing rock crushing.
6. All aggregate piles will be no higher than 20 feet from ground level and watered as necessary to minimize blowing dust. Opacity of dust and emissions of dust from the rock crusher, the aggregate piles or any facility associated with rock crushing cannot exceed applicable opacity standards. The site is subject to the “air emissions source construction permit” issued by the Kansas Department of Health & Environment on January 14, 2015, source ID no. 7770871 and any subsequent amendments to the permit.
7. Any stockpiling of fuels or chemicals on this site must be approved by Environmental Health.
8. The applicant shall meet all permitting, reporting and operating requirements as necessary per local, state and federal regulations prior to any crushing activities on this site.
9. The level of noise generated by the rock crusher shall not exceed community standards as specified by chapter 7.41 of the City Code.

10. Any violation of the conditions of approval will allow the “conditional use” to be declared null and void.

There were not any neighbors present to speak to the request at MAPC and there have not been any protests filed. The application was appealed by the Planning Director in order for the City Council to review the request. The application may be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC, approve the conditional use to permit “rock crushing” subject to the recommended conditions of approval and approve the resolution (simple majority vote required); deny the conditional use request by making alternative findings and override the MAPC recommendation (two-thirds vote required) or return the application to the MAPC for further consideration (simple majority vote).

Attachments: Site plan, MAPC minutes, DAB memo, resolution.

RESOLUTION No. 15-058

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT ROCK CRUSHING ON APPROXIMATELY 2.45 ACRES ZONED GENERAL INDUSTRIAL (GI), GENERALLY LOCATED EAST OF NORTH BROADWAY AVENUE AND NORTH OF EAST 25TH STREET, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow “rock crushing,” on approximately 2.45 acres zoned GI General Industrial legally described below:

Case No. CON2014-00033

A Conditional Use to allow “rock crushing,” on approximately 2.45 acres zoned GI General Industrial District described as:

Lot 1, Block A, Aaron Goodwin Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The “conditional use” permits “rock crushing” for three years from the date of final approval. At the end of the three-year time limit the three year time period may be extended by the “administrative adjustment” process.
2. The site shall be developed, maintained and operated in conformance with the approved site plan.
3. The site shall be completely enclosed by solid fencing or block wall a minimum of eight feet in height except at approved access points (as shown on the approved site plan).
4. All internal circulation and points of ingress-egress shall be watered during hours of operation or be treated with a dust control product or be surfaced with an approved all weather surface or some combination of the three to control dust.
5. An updated drainage plan designed to minimizes non-point source contamination of surface and groundwater shall be submitted for review and approval by the city engineer prior to commencing rock crushing.
6. All aggregate piles will be no higher than 20 feet from ground level and watered as necessary to minimize blowing dust. Opacity of dust and emissions of dust from the rock crusher, the aggregate piles or any facility associated with rock crushing cannot exceed applicable opacity standards. The site is subject to the “air emissions source construction permit” issued by the Kansas Department of Health & Environment on January 14, 2015, source ID no. 7770871 and any subsequent amendments to the permit.
7. Any stockpiling of fuels or chemicals on this site must be approved by Environmental Health.
8. The applicant shall meet all permitting, reporting and operating requirements as necessary per local, state and federal regulations prior to any crushing activities on this site.
9. The level of noise generated by the rock crusher shall not exceed community standards as specified by chapter 7.41 of the City Code.
10. If the Zoning Administrator finds that there is a violation of the conditions of approval of this Conditional Use, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void. Upon receipt of a complaint that is determined to be a violation of the

conditions of approval, the applicant shall be notified of the complaint and have 72 hours to contact zoning enforcement to address the complaint. Failure to address the validated complaint may lead to additional enforcement efforts.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the “Official Zoning District Map” on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

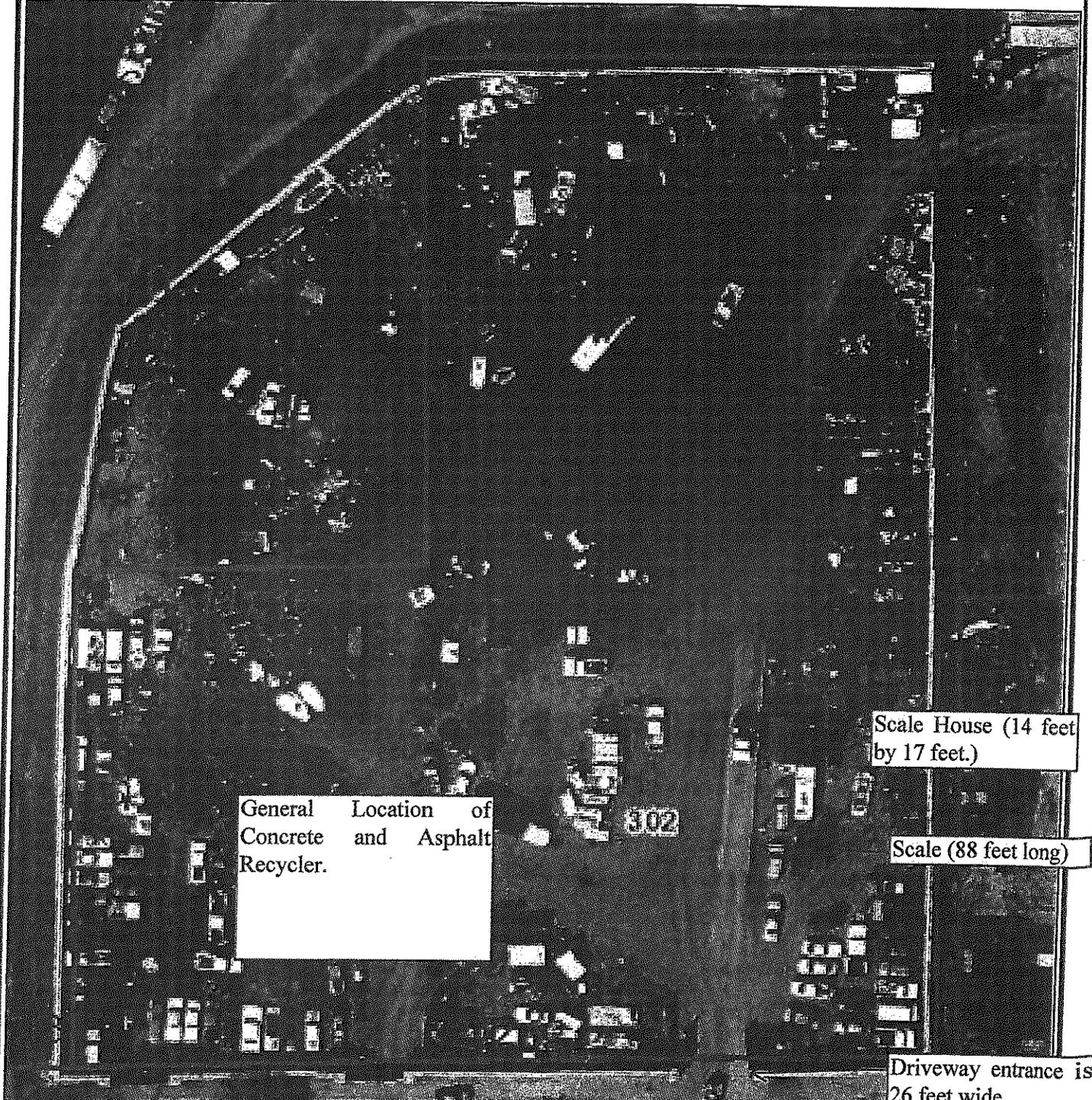
Approved as to form:

Sharon Dickgrafe, Interim City Attorney

Concrete and Asphalt Recycling

Aaron's Recycling, LLC

Lot 1, Block A, Aaron Goodwin Addition



General Location of
Concrete and Asphalt
Recycler.

Scale House (14 feet
by 17 feet.)

Scale (88 feet long)

Driveway entrance is
26 feet wide.



Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Wed Dec 3 15:22:52 GMT-0600 2014

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CON 2014-33
MAPC 1-22-15

**EXCERPT MINUTES OF THE JANUARY 22, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: CON2014-00033 - Ronald and Michelle Goodwin, Aaron's Recycling, LLC/Koon Law Firm (Morgan B. Koon) request a City Conditional Use request to permit rock crushing on GI General Industrial zoned property on property described as:

Lot 1, Block A, Aaron Goodwin Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking "conditional use" approval to permit "rock crushing" on 2.45 General Industrial (GI) zoned and platted acres generally located at the northeast corner of North Broadway Avenue and East 25th Street North. The property is located east of the Atchison Topeka & Santa Fe Railroad (AT&SF) tracks and switching yard that are located just east of North Broadway Avenue and north of East 25th Street. The site is currently enclosed by a concrete block screening wall. Located within the screening wall are piles of asphalt and concrete chunks that come from demolition and construction projects located in the area. The chunks are expected to be crushed into smaller sizes and reused in local construction projects. On a typical day the applicant's agent indicates that there could be 20 or fewer truck trips; however, the number of trips is dependent upon the needs of the applicant's customers. The applicant's aerial/site plan depicts more area than is covered by the conditional use application. Only the area enclosed by the green line and labeled "A" is the application area and the subject of the conditional use request. The application area is only Lot 1, Block A, Aaron Goodwin Addition. Access to the site is located on East 25th Street North via a 26-foot wide driveway. A scale house and a scale are located within the enclosed area. The applicant's aerial photograph/site plan shows a connection in the northeastern corner of the site to the metal recycling operation located immediately east of the subject property.

In 2003, the site received "conditional use" approval for a "wrecking and salvage yard" (CON2003-00047).

Land located north of the application area is part of the AT&SF railroad switching yard. Property located to the east contains the Glickman metal recycling business. Land located south, across East 25th Street North, is vacant. Properties located north, east and south of the application area are zoned GI. West of the application are AT&SF railroad tracks, North Broadway Avenue and west of Broadway Avenue, are a variety of highway oriented commercial establishments zoned Limited Industrial (LI) and General Commercial (GC).

CASE HISTORY: The subject property was initially platted as part of the Goldstein's Addition recorded in 1887, which was vacated by an act of the State Legislature in 1895. Case number CON2003-00047 approved use of the site for a "wrecking and salvage yard" subject to twelve development standards. Case number CON2004-00023 was an "administrative adjustment" to replace metal fencing required by CON2003-00047 with a concrete block wall. The property was platted in 2005 as Lot 1, Block A, Aaron Goodwin Addition (SUB2004-00025).

ADJACENT ZONING AND LAND USE:

North: GI; AT&SF railroad switching yard
South: GI; vacant

East: GI; metal recycling
West: GI; AT&SF railroad tracks and switching yard

PUBLIC SERVICES: Public water is adjacent to the site; however, sanitary sewer, at its closest point, is over 430 feet away. East 25th Street North is an unpaved road that has 60 feet of half-street right-of-way abutting the application area. West of the subject site, East 25th Street North appears to have 30 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “processing industry.” The “processing industry” category encompasses areas with uses that constitute uses associated with primary extraction, processing or refinement of natural resources or recycling of waste materials, having a potential negative impacts associated with noise, hazardous emissions, visual blight and odor. The range of uses includes aggregate and concrete plants, salvage and recycling facilities. The industrial locational guidelines of the comprehensive plan recommend that industrial uses should be located in close proximity to support services and provided good access to major arterials, truck routes, utility trunk lines, along railroads and as extensions of existing industrial uses.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be approved subject to the following conditions:

1. The “conditional use” permits “rock crushing” for three years from the date of final approval. At the end of the three-year time limit the three year time period may be extended by the “administrative adjustment” process.
2. The site shall be developed, maintained and operated in conformance with the approved site plan.
3. The site shall be completely enclosed by solid fencing or block wall a minimum of eight feet in height except at approved access points (as shown on the approved site plan).
4. All internal circulation and points of ingress-egress shall be watered during hours of operation or be treated with a dust control product or be surfaced with an approved all weather surface or some combination of the three to control dust.
5. An updated drainage plan designed to minimizes non-point source contamination of surface and groundwater shall be submitted for review and approval by the city engineer prior to commencing rock crushing.
6. All aggregate piles will be no higher than 20 feet from ground level and watered as necessary to minimize blowing dust. Opacity of dust and emissions of dust from the rock crusher, the aggregate piles or any facility associated with rock crushing cannot exceed applicable opacity standards.
7. Any stockpiling of fuels or chemicals on this site must be approved by Environmental Health.
8. The applicant shall meet all permitting, reporting and operating requirements as necessary per local, state and federal regulations prior to any crushing activities on this site.
9. The level of noise generated by the rock crusher shall not exceed community standards as specified by chapter 7.41 of the City Code.
10. Any violation of the conditions of approval will allow the “conditional use” to be declared null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Land located north of the application area is part of the AT&SF railroad switching yard. Property located to the east contains the Glickman metal recycling business. Land located south, across East 25th Street North, is vacant. Properties located north, east and south of the application area are zoned GI. West of the application are AT&SF railroad tracks, North Broadway Avenue and west of Broadway Avenue, are a variety of highway oriented commercial establishments zoned Limited Industrial (LI) and General Commercial (GC).
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned GI which permits a wide range of industrial and commercial uses. The site also has a Conditional Use that permits a wrecking and salvage yard. The existing zoning on the site permits opportunity for economic return.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The requested use would add rock crushing to the uses permitted on the site. The site abuts a major wrecking and salvage yard and a regional railroad switching yard. The proposed conditions of approval should minimize detrimental impacts.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: The proposed use will accept concrete, asphalt or rock from off-site construction and/or demolition projects. The material will be crushed and reused which benefits the community as a whole. Denial would presumably be a loss of economic opportunity.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “processing industry.” The “processing industry” category encompasses areas with uses that constitute uses associated with primary extraction, processing or refinement of natural resources or recycling of waste materials, having a potential negative impacts associated with noise, hazardous emissions, visual blight and odor. The range of uses includes aggregate and concrete plants, salvage and recycling facilities. The industrial locational guidelines of the comprehensive plan recommend that industrial uses should be located in close proximity to support services and provided good access to major arterials, truck routes, utility trunk lines, along railroads and as extensions of existing industrial uses.
6. Impact of the proposed development on community facilities: None identified.

DALE MILLER, Planning Staff presented the Staff Report. He said the applicant has provided staff a copy of the approved Kansas Department of Health and Environment (KDHE) Permit for the site approved on January 14, 2015. He referred to Item #6 in the recommended conditions of the Staff Report and suggested they be modified to include the updated opacity standards provided by KDHE on the Permit. He also suggested making those part of the conditions of approval, if the request is approved by the Planning Commission. He said Environmental Health has advised that opacity allowances for the site are more strict than some other applications that have been approved in the past. He also mentioned that previously there had been a Wrecking and Salvage Permit issued for the location.

MILLER STEVENS asked about the watering schedule.

MILLER said the machine and conveyor belt have a water misting system.

MILLER STEVENS referred to items #7 and #8 and asked if there were different requirements for fuel and chemical storage.

MILLER said that is a catch all phrase and if something is not specifically mentioned, that does not mean you don't have to follow the requirements.

WARREN asked who monitors any dust problems.

MILLER commented that the City deals with any dust problems on a complaint generated basis. He said he does not know if KDHE performs an inspection during the life of the permit. He said the Metropolitan Area Building and Construction Department (MABCD) and Environmental Health would be the two City departments to perform enforcement.

FOSTER asked about the estimated distance from the site to Broadway.

MILLER said approximately 300 yards.

MORGAN KOON, KOON LAW FIRM, 800 EAST 21ST STREET, AGENT FOR THE APPLICANT commented that any dust problems are typically handled as complaints by the City. He said KDHE doesn't have a specific mechanism to check the machines; however, he added that before the machines are started a Method 9 or opacity test is conducted by a third party to insure they are in compliance with the opacity listed on the Permit. He said each year the test is renewed and results are reported to KDHE. He said a test is done each year to insure that the plant is operating within its own systems and the Permit issued by KDHE. He mentioned new air standard emissions issued in 2011 and 2012 for crushers of this type which drastically reduced the opacity for the primary crusher from 20% to 12%. He said screens and conveyers are 7% opacity and stock piles are 20% opacity. He said they do not believe they will have any issues with dust at the location.

FOSTER asked if the location had a sanitary sewer hookup.

KOON responded no.

DIRECTOR SCHLEGEL asked if the applicant agreed with the change in condition #6 recommended by staff.

KOON said yes and added that they have to abide by the KDHE Permit.

MOTION: To approve subject to staff recommendation as amended.

WARREN moved, **MITCHELL** seconded the motion, and it carried (9-0).



**INTEROFFICE
MEMORANDUM**

TO: MAPC
FROM: Martha Sanchez, Community Liaison, District VI
SUBJECT: CON2014-00033
DATE: January 21, 2015

On Wednesday, January 21, 2015, the District VI Advisory Board considered a request from applicant Ronald and Michelle Goodwin, Aarons Recycling for a conditional use permit to allow rock crushing. Current zoning of proposed site is General Industrial (GI), located in the northeast corner of North Broadway and East 25th Street North.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

The applicant's agent was present to answer or clarify any concerns. The agent explained that the main purpose for the rock crusher was to demolish and recycle a concrete silo on an adjacent property owned by Mr. Goodwin.

Member of the DAB and the public asked the following questions:

DAB? The three year period for the conditional use permit is that standard protocol? **A:** The three year sunset date is in place to review and evaluate that the applicant is abiding by the conditions listed by the state and federal regulations.

Several members of the DAB showed concerned on how the applicant proposes to control the dust that is produced in rock crushing.

Council Member Miller: I request that CON2014-00033 be seen before the City Council to review and clarify how applicants proposes to control dust that is produce by rock crushing. **A:** Your request is accepted.

The DAB members voted (8-0) to recommend approval of conditional use subject to the ten conditions listed in the staff report.

Please review this information when CON2014-00033 is considered.

Wichita, Kansas
March 2, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated February 23, 2015, were read and on motion approved.

Bids were opened February 27, 2015, pursuant to advertisements published on:

Schweiter Bikeway (Ash Street and Rivera to Central and Poplar) 87TE-0620-01/472-85112 (707055)

Defer two weeks

2015 Sanitary Sewer Rehabilitation Phase A (north of 31st Street South, east of Hillside) (468-85018/620736/665006) Traffic to be maintained during construction using flag persons and barricades. (District I, II, III)

Municipal Pipe Tool Company LLC - \$277,263.10

K-96 & Hoover Interchange (K-96, west of West Street) (472-84780/706999/636310/209464/ 774079) See Special Provisions. (District V, VI)

Cornejo and Sons, LLC - \$2,398,647.83

Oliver Street Water Main Extension between 37th Street North and Willow Point (along Oliver, north of 37th Street) (448-90608/636315/774084) Traffic to be maintained during construction using flag persons and barricades. (District I)

Mies Construction - \$104,760.01

Purchasing Manager recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Tricycle Type Street Sweepers.**

Sellers Equipment Inc. - \$377,316.00 Base Bid
\$53,000.00 Option 1 (Deduct)
No Charge Option 2
\$5,670.00 Option 3 Each
Standard Option 4
\$35,000.00 Option 6 Each
Standard Option 7

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Six (6)
each Skid Steer Loader State of Kansas Contract #39908.**

Clark Equipment DBA Bobcat Company* - \$263,866.24

*Purchases utilizing Government Entities Contracts, Cooperative Contracts and
Agreements - Ordinance No. 38-122 Section 2.64.020 (j).

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

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

On motion the Board of Bids *adjourned*.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: March 2, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
January 16, 2015

Schweiter Bikeway (Ash Street & Rivera to Central & Poplar) – Public Works & Utilities Dept./Engineering Div.
(Defer to March 16, 2015) (Pending KDOT Approval)

February 27, 2015

2015 Sanitary Sewer Rehabilitation Phase A (north of 31st Street S., east of Hillside) – Public Works & Utilities
 Department/Engineering Division

Municipal PipeTool Co., LLC **\$277,263.10**

K-96 & Hoover Interchange (K-96, west of West) – Public Works & Utilities Department/Engineering Division

Cornejo & Sons, LLC **\$2,398,647.83**

Oliver Street Water Main Extension (along Oliver, north of 37th) – Public Works & Utilities
 Department/Engineering Division

Mies Construction **\$104,760.01**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

February 27, 2015

Tricycle Type Street Sweepers – Public Works & Utilities Department/Fleet & Facilities Division

Seller's Equipment, Inc.

Base Bid	\$377,316.00
Option 1 (Deduct)	<\$53,000.00>
Option 2	No Charge
Option 3 (Add) (Per Each)	\$5,670.00
Option 4	Standard
Option 6 (Add) (Per Each)	\$35,000.00
Option 7	Standard

Skid Steer Loaders – Public Works & Utilities Department/Fleet & Facilities Division

Clark Equipment dba Bobcat Company **Cooperative Contracts and Agreements,** **\$263,886.24**
Ordinance No. 38-122, Section 2.64.020(j),
Per State of Kansas Contract #39908

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - January 16, 2015

RQ441352

FB440247		Engineer's Construction Estimate	Traffic Control Services Inc.	Cillessen & Sons	Comejo & Sons, LLC
Schweiter Bikeway			\$95,722.28	\$68,295.00	
(Ash Street & Rivera to Central & Poplar)	BID BOND		X	X	
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
		Engineer's Construction Estimate	Dondfinger & Sons	Kansas Paving Company	
Schweiter Bikeway					
(Ash Street & Rivera to Central & Poplar)	BID BOND				
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
		Engineer's Construction Estimate			
Schweiter Bikeway					
(Ash Street & Rivera to Central & Poplar)	BID BOND				
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
		Engineer's Construction Estimate			
Schweiter Bikeway					
(Ash Street & Rivera to Central & Poplar)	BID BOND				
	ADDENDA	0			
87TE-0620-01/472-85112 (707055)					
DEFER 2 WEEKS PENDING KDOT APPROVAL					

CHECKED BY: VP
 REVIEWED BY: SM

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 27, 2015

RQ540147

FB540015		Engineer's Construction Estimate	Layne Inline LLC	SAK Construction LLC	Insituform Technologies USA LLC
2015 Sanitary Sewer Rehabilitation Phase A		\$300,802.00	\$280,259.50	\$292,488.25	\$299,173.40
(north of 31st St S, east of Hillside)	BID BOND			X	X
468-85018	ADDENDA	1			
(620736)					
		Engineer's Construction Estimate	Municipal Pipe Tool Co. LLC	Nowak Construction	Utilities Plus
2015 Sanitary Sewer Rehabilitation Phase A		\$300,802.00	\$277,263.10		
(north of 31st St S, east of Hillside)	BID BOND		X		
468-85018	ADDENDA	1			
(620736)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2015 Sanitary Sewer Rehabilitation Phase A		\$300,802.00			
(north of 31st St S, east of Hillside)	BID BOND				
468-85018	ADDENDA	1			
(620736)					
		Engineer's Construction Estimate			
2015 Sanitary Sewer Rehabilitation Phase A		\$300,802.00			
(north of 31st St S, east of Hillside)	BID BOND				
468-85018	ADDENDA	1			
(620736)					

CHECKED BY:

REVIEWED BY:

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - February 27, 2015

RQ540156

FB540017		Engineer's Construction Estimate	Dondlinger & Sons	Conpec Inc DBA Kansas Paving	Cornejo & Sons LLC
K-96 & Hoover Interchange		\$5,529,943.00	\$2,493,156.22	\$2,997,677.53	\$2,398,647.83
(K-96, west of West)	BID BOND		X	X	X
	ADDENDA	1			
472-84780 (706999/636310)					
		Engineer's Construction Estimate			
K-96 & Hoover Interchange		\$5,529,943.00			
(K-96, west of West)	BID BOND				
	ADDENDA	1			
472-84780 (706999/636310)					
		Engineer's Construction Estimate			
K-96 & Hoover Interchange		\$5,529,943.00			
(K-96, west of West)	BID BOND				
	ADDENDA	1			
472-84780 (706999/636310)					
		Engineer's Construction Estimate			
K-96 & Hoover Interchange		\$5,529,943.00			
(K-96, west of West)	BID BOND				
	ADDENDA	1			
472-84780 (706999/636310)					

(707041)
(620661)

CHECKED BY: KD
REVIEWED BY: XJ

WATER BID TABULATION SUMMARY

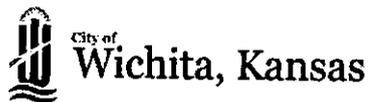
BOARD OF BIDS - February 27, 2015

RQ540209

FB540023		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Oliver Street Water Main Extension		\$346,425.00	\$119,836.00	\$138,895.00	\$104,760.01
(along Oliver, north of 37th)	BID BOND				
448-90608	ADDENDA	2			
(636315)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Oliver Street Water Main Extension		\$346,425.00	\$137,000.00	\$110,497.65	\$139,310.00
(along Oliver, north of 37th)	BID BOND				
448-90608	ADDENDA	2			
(636315)					
		Engineer's Construction Estimate	Dutton Construction & Plumbing LLC	Danco Enterprises Inc.	
Oliver Street Water Main Extension		\$346,425.00	\$120,830.00	\$127,820.00	
(along Oliver, north of 37th)	BID BOND		X	X	
448-90608	ADDENDA	2			
(636315)					
		Engineer's Construction Estimate			
Oliver Street Water Main Extension		\$346,425.00			
(along Oliver, north of 37th)	BID BOND				
448-90608	ADDENDA	2			
(636315)					

CHECKED BY: lp

REVIEWED BY: SP



BID RESULTS

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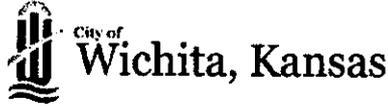
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB540022 **Tricycle Type Street Sweepers** **Close Date/Time:** 2/27/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses:** 2

Vendors	Complete	Bid Total	City Comments
SELLERS EQUIPMENT INC	Partial	\$364,986.00	Award 03/03/2015 Base Bid w/opt 1,2,3,4,6,& 7 Public Works & Utilites Dept/Fleet & Facilities Div
KEY EQUIPMENT & SUPPLY CO	Partial	\$375,190.00	

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BID RESULTS

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540022 **Tricycle Type Street Sweepers** **Close Date/Time:** 2/27/2015 10:00 AM CST

Solicitation Type: Formal Bid [Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities **Responses:** 2

Go to: 001

Line 001 | Base Bid: New Current Model Self-Propelled Tricycle Front/Rear Wheel Steer Type Street Sweeper with Single/Dual Controls. Manufacturer: _____ Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	2	Each	\$188,658.0000	\$377,316.00	Complete	Global M3 2015
KEY EQUIPMENT & SUPPLY CO	2	Each	\$203,500.0000	\$407,000.00	Complete	Elgin Pelican 2015

Line 002 | OPTION 1: Trade-In Allowance for Two (2) Sweepers (1) 002085, Street Sweeper, 2009, Elgin Pelican NP1252D (1) 002085, Street Sweeper, 2009, Elgin Pelican NP1253D Lump Sum Deduct from Total for Two (2) Sweepers.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Lump Sum	(\$86,650.0000)	(\$86,650.00)	Complete	
SELLERS EQUIPMENT INC	1	Lump Sum	(\$53,000.0000)	(\$53,000.00)	Complete	

Line 003 | OPTION 2: Complete Three (3) Years Hydraulic System, Drive Train, Hydrostatic Drive, and Engine. Include Parts and Labor Warranty (to include electrical components). Cost per Sweeper

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	No Charge
KEY EQUIPMENT & SUPPLY CO	1	Each	\$8,900.0000	\$8,900.00	Complete	

Line 004 | OPTION 3: Fully Floating Rubber Spring and Torque Rod Suspension System for Global Street Sweepers. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$5,670.0000	\$5,670.00	Complete	

KEY EQUIPMENT & SUPPLY CO **No Bid.**

Line 005 | OPTION 4: Limb Guards on Both Sides of the Cabs. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Standard
KEY EQUIPMENT & SUPPLY CO	1	Each	\$2,090.0000	\$2,090.00	Complete	

Line 006 | OPTION 5: One Set of Carbide Type Drag Shoes per Machine. Cost per Sweeper. THIS ITEM HAS BEEN DELETED, NO BID THIS ITEM

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO					No Bid.	
SELLERS EQUIPMENT INC					No Bid.	

Line 007 | OPTION 6: Maintenance of Sweepers. Cost per Sweeper

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$35,000.0000	\$35,000.00	Complete	
KEY EQUIPMENT & SUPPLY CO	1	Each	\$39,500.0000	\$39,500.00	Complete	

Line 008 | OPTION 7: Cab Doors Shall Have Slider Windows. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Standard
KEY EQUIPMENT & SUPPLY CO	1	Each	\$3,500.0000	\$3,500.00	Complete	

Line 009 | OPTION 8: Cab Rear Window Shall be a Slider. Cost per Sweeper.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Not Available
KEY EQUIPMENT & SUPPLY CO	1	Each	\$850.0000	\$850.00	Complete	

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**Purchases Utilizing Government Entities Contracts
Cooperative Contracts and Agreements
Ordinance No. 38-122 Section 2.64.020 (j)**

SUBJECT: Six (6) each Skid Steer Loader @ \$43,981.04/each for Fleet & Facilities utilizing State of Kansas Contract 39908.

To match existing equipment and utilization of existing attachments from 2013 and 2014 Formal bids. Cost saving of keeping same model for standardization of maintenance and parts.

Department: Public Works & Utilities Department / Fleet & Facilities Division

Vendor	Reference Authority	Total Cost
Clark Equipment DBA Bobcat Company, per the State of Kansas Contract #39908 for Skid Steer Loaders	Ordinance No. 38-122 Section 2.64.020 (j)	\$263,886.24

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 3, 2015**

- a. 2015 Condemned Sidewalk and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) (472-85202/132100/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$163,360.00
- b. 2015 Sanitary Sewer Reconstruction Phase 1 (north of Harry, east of Seneca) (468-85017/620726/664031) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,VI) - \$278,000.00
- c. Water Distribution System to serve USD 259 4th Addition (south of Pawnee, west of 127th Street East) (448-90496/735520/470193) Does not affect existing traffic. (District II) - \$230,000.00
- d. Lateral 426, Four Mile Creek Sewer to serve USD 259 4th Addition (south of Pawnee, west of 127th Street East) (468-84707/744378/480070) Does not affect existing traffic. (District II) - \$100,050.00
- e. Lateral 442, Four Mile Creek Sewer to serve USD 259 4th Addition (south of Pawnee, west of 127th Street East) (468-84994/744376/480068) Does not affect existing traffic. (District II) - \$96,000.00
- f. 2015 Sanitary Sewer Reconstruction Phase 2 (north of Pawnee, east of Broadway) (468-85019/620737/665007) Traffic to be maintained during construction using flagpersons and barricades. (District I,III,VI) - \$332,000.00
- g. 55th Street Water Main Extension, Vine to Seneca (along 55th Street, west of Seneca) (448-90607/636314/774083) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$300,000.00
- h. Lateral 40 District "T" SS #20 to serve Lot 36 Menlo Park Addition (north of 21st, west of Broadway) (468-84968/744369/480061) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$15,400.00
- i. Lateral 156, Main 4, SS #23 to serve Tracts in Walnut Grove Addition (north of 21st, west of Broadway) (468-84984/744373/480065) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$22,000.00

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council
SUBJECT: Sanitary Sewer Extension for Vassar Street (District III)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the resident owners and 100% of the improvement district area. The petition is valid per Kansas Statute 12-6a01.

Analysis: The project will extend a sanitary sewer lateral from the existing line southeast of the property to 1040 South Vassar, north of Harry, east of Hillside.

Financial Considerations: The estimated cost of the sanitary sewer extension is \$20,000, with 100% being assessed to the improvement district.

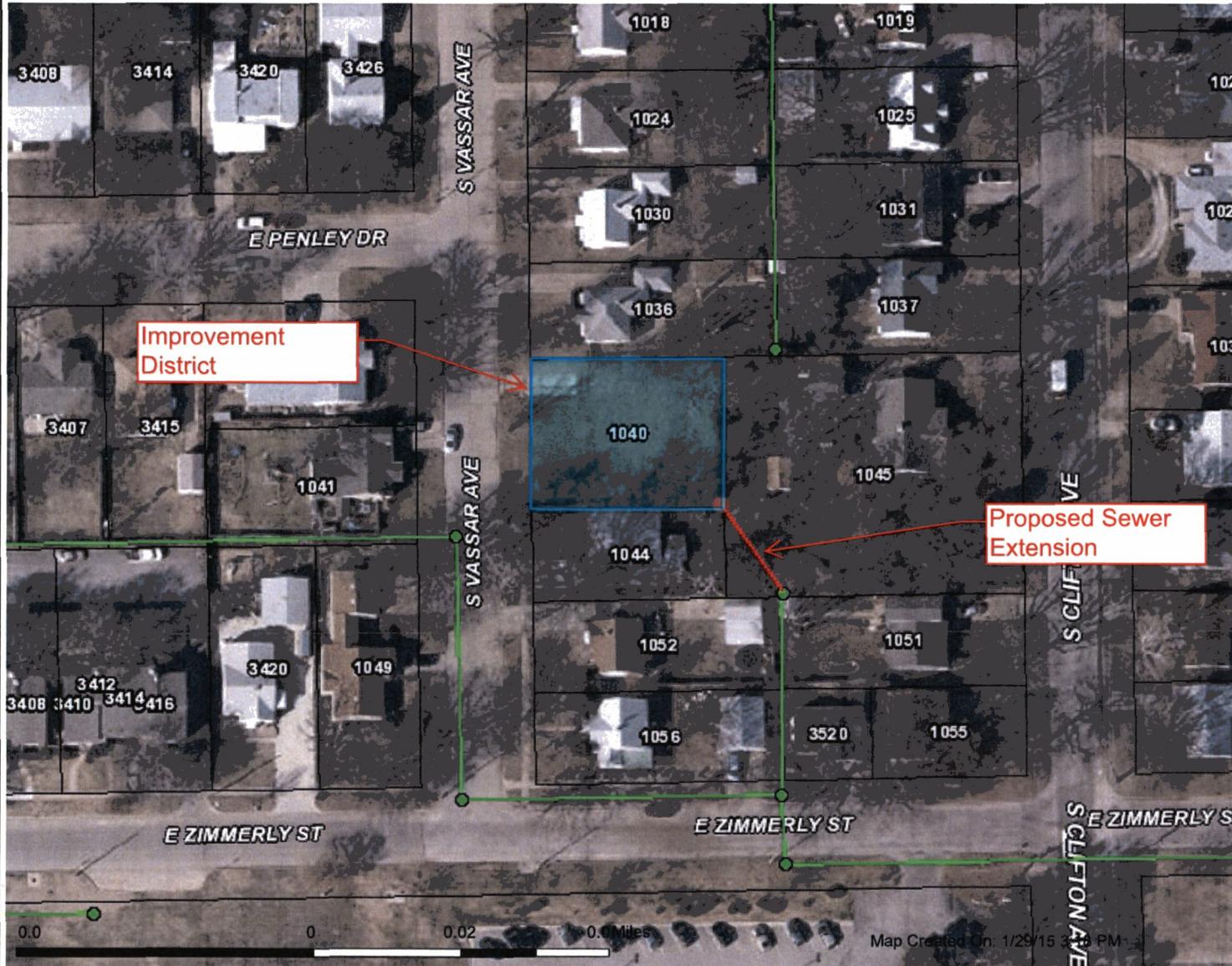
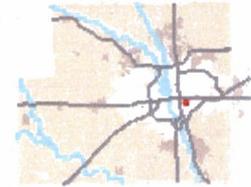
Legal Considerations: The petition and resolution have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution, and authorize the necessary signatures, including those for the acquisition and granting of easements, utility relocation agreements, and all required permits.

Attachments: Map, petition, budget sheet, and resolution.



Proposed Sewer for 1040 S. Vassar



Legend

- Parcels
- Sewer Manholes
- Sewer Mains

0.0 0 0.02 0.04 Miles Map Created On: 1/29/15 3:00 PM

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 978

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 15-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-85022

COUNCIL DISTRICT: 03 Council District 3

DATE COUNCIL APPROVED: Mar 3, 2015

REQUEST DATE: _____

PROJECT #: 480080

PROJECT TITLE: Lat 133 SS No. 23 at 1040 S Vassar

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 133 SS No. 23 at 1040 S Vassar

OCA #: 744388

OCA TITLE: Lat 133 SS No. 23 at 1040 S Vassar

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif

PHONE #: 268-4505

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$20,000.00</u>	<u>2999 Contractuals</u>	<u>\$20,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
REVENUE TOTAL:	\$20,000.00	EXPENSE TOTAL:	\$20,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

RECEIVED

FEB -2 '15

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

Lateral 133, SS # 23

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

Unplatted Tract

468-85022

Tract 1: BEGINNING 131.6 FEET N & 196 FEET W SE CORNER NW 1/4
SW 1/4 N 131.6 FEET W 135 FEET S 131.6 FEET E 135 FEET TO
BEGINNING EXCEPT S 50.6 FEET THEREOF SEC 26-27-1E

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

- (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 **Twenty Thousand Dollars (\$20,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **February 2, 2015**.

- (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 **Square Foot** basis with each tract listed above paying 100% of the total cost assessed to the improvement district.

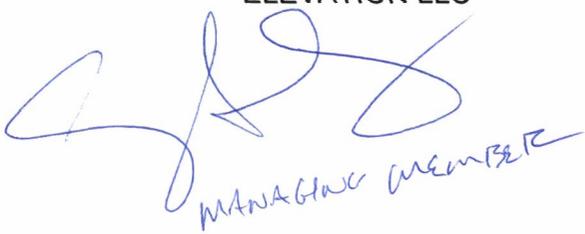
Where the ownership of a single tract as described above may be divided into two or more parcels in the future, the assessment to the original tract so divided shall be assessed to each ownership or parcel on a square foot basis.

- 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. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (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. 13-1013, 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 that 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	ADDRESS	SIGNATURE	DATE
UNPLATTED TRACT			
BEGINNING 131.6 FEET N & 196 FEET W SE CORNER NW 1/4 SW 1/4 N 131.6 FEET W 135 FEET S 131.6 FEET E 135 FEET TO BEGINNING EXCEPT S 50.6 FEET THEREOF SEC 26-27-1E	1040 S VASSAR AVE	ELEVATION LLC  MANAGING MEMBER	

AFFIDAVIT

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

ELEVATIONS LLC / CRAB HARPING
Name

906 S MAIN ST WICHITA
Address KS 67203

316 871 0662
Telephone Number

Sworn to and subscribed before me this 2 day of February 2015.



John Edwards
Deputy City Clerk

132019

First Published in the Wichita Eagle on March 6, 2015

RESOLUTION NO. 15-063

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 133, SANITARY SEWER NO. 23. (NORTH OF HARRY, EAST OF HILLSIDE) 468-85022** 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 AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 133, SANITARY SEWER NO. 23. (NORTH OF HARRY, EAST OF HILLSIDE) 468-85022** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 133, Sanitary Sewer No. 23 (north of Harry, east of Hillside) 468-85022**.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty Thousand Dollars (\$20,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted. The petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **February 2, 2015**.

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

UNPLATTED TRACT

Tract 1: BEGINNING 131.6 FEET N & 196 FEET W SE CORNER NW ¼ SW ¼ N 131.6 FEET W 135 FEET S 131.6 FEET E 135 FEET TO BEGINNING EXCEPT S 50.6 FEET THEREOF SEC 26-27-IE.

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

That the method of assessment of all costs of the improvements for which the improvements district shall be liable shall be on a **square foot** basis with each tract listed above paying 100% of the total cost assessed to the improvement district.

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

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

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

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

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day March. 2015.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

The following deeds and easements have been recorded:

Sanitary Sewer Easement from Christian Estuardo Marino dated January 13, 2015 for a tract of land lying in Lots 36 and 38, Menlo Park Addition to Sedgwick County, Kansas (OCA 744373) No Cost to City

Sanitary Sewer Easement from Jorge Correa and Maria Del Refugio Correa dated January 17, 2015 for a tract of land lying in Lot 16, Walnut Grove, Sedgwick County, Kansas (OCA 744373) No Cost to City

Sanitary Sewer Easement from Unified School District 259 dated January 26, 2015 for a tract of land lying in Lot 1, Block 1, USD 259 4th Addition, Wichita, Sedgwick County, Kansas (OCA 744378) No Cost to City

Waterline Easement from Unified School District 259 dated January 27, 2015 for a tract of land lying in Lot 1, Block 1, USD 259 4th Addition, Wichita, Sedgwick County, Kansas (OCA 735520) No Cost to City

Utility Easement from Slawson Commercial Properties, LLC dated July 31, 2014 for a tract of land lying in Reserve B, Oak Creek Office Park, an addition to Wichita, Sedgwick County, Kansas (OCA 766320) No Cost to City

WaterLine Easement from Presbyterian Manors, Inc., dated October 6, 2014 for a tract of land lying in Lot 6, Comotara Villages Addition, to Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Drainage & Utility Easement from Nies Homes, Inc. dated October 14, 2014 for a tract of land in Lot 4, Block 1, Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas (OCA 744360) No Cost to City

Drainage & Utility Easement from Peters Construction LLC, dated December 1, 2014 for a tract of land in Lot 5, Block 1, Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas (OCA 744360) No Cost to City

Drainage & Utility Easement from Leewood Homes, Inc. dated December 16, 2014 for a tract of land in Lot 6, Block 1, Glen Meadows 2nd Addition to Wichita, Sedgwick County, Kansas (OCA 744360) No Cost to City

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council
SUBJECT: Community Events – St. Patrick’s 5K (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Caleb Teague, KC Running Company, is coordinating the St. Patrick’s 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

St. Patrick’s 5K March 14, 2015 8:00 am – 10:00 am

- West Museum Boulevard, east entrance of Old Cowtown Museum to entrance of Sim Park
- West Museum Boulevard, Stackman Drive to Faulkner Street
- West Murdock Drive, Faulkner Street to Amidon Street
- Amidon Street, West Murdock Street to Sim Park Drive

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

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

Legal Consideration: There are no legal considerations.

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

CITY OF WICHITA
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Title Insurance, Abstract and Other Related Services – Selection of Vendor

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the selection of Security 1st Title, LLC (Security 1st) for title insurance, abstracts, and other related services.

Background: City departments require various types of title, abstract, and closing services. To obtain the most qualified title company to provide this service at a cost that would be beneficial to the City, a Request for Proposal was sent to all qualified vendors. One response was received that met all requirements of the proposal.

Analysis: One proposal was received. Security 1st is the current provider of title services and has performed well. The proposal received from Security 1st is similar to the current contract. There were a few changes, such as a \$25 increase for ownership lists and a \$60 increase for a closing fee over the current contract. The cost for a certificate of title was reduced \$25 over the current contract. The proposal provides a fair and reasonable price for the services provided.

Financial Considerations: The contract does not obligate the City to any specific purchases or volume of purchases on title services, but provides the City the ability to obtain title and closing services from a qualified, cost-effective vendor. The contract provides for various types of title, abstract, and closing services to be provided on a fixed cost per item.

Legal Considerations: The Law Department has reviewed the contract as to form. The contract will be for one year with annual renewal options for an additional two years.

Recommendation/Action: It is recommended that the City Council approve the selection of Security 1st to provide title insurance, abstracts, and other related services, and authorize all necessary signatures.

Attachments: Contract

CONTRACT
for
ABSTRACTS, TITLE INSURANCE AND
OTHER RELATED SERVICES

RECEIVED
MAY 12 2015
PURCHASING

BLANKET PURCHASE ORDER NUMBER BP540014

THIS CONTRACT entered into this 3rd day of March, 2015 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SECURITY 1ST TITLE LLC** (Vendor Code Number 824259-002) whose principal office is at 727 N. Waco, Suite 300, Wichita, Kansas, 67203, Telephone Number (316) 267-8371, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Abstracts, Title Insurance and Other Related Services** (Formal Proposal – FP540005) [Commodity Code Number 94646]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540005 [Commodity Code Number 94646] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP540005 shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the unit price as per **Exhibit B** for **Abstracts, Title Insurance and Other Related Services** for Formal Proposal – FP540005 [Commodity Code Number 94646], for the City Manager's Office / Property Management Division as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of February 4, 2015, and as approved by the City Council on March 3, 2015.

The pricing (Exhibit B) is based on costs per items and specifications of minimum and maximum time frames for performing each of the services.

3. Term. The term of this contract shall be from **April 1, 2015 through March 31, 2016** with options to renew the contract under the same terms and conditions for an additional one (1) or two (2) successive one-year periods by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **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 **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties 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.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

SECURITY 1ST TITLE LLC

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

Glenn B. Edwards
Signature

Glenn B. Edwards
Print Signature Name

Dr. Vice President and
Title (*Managing Member Authorized Member*)

Exhibit A

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

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

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

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

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

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

The following is a list of services with an estimated annual quantity usage. Responses to this information shall be included with the proposal submission. Please identify and supply the individual costs per items and specify the minimum and maximum time frames for performing each of the following services:

15 EA: Ownership list for real estate (to include up to eight (8) lots or tracts or combinations thereof) \$ 125.00
Cost Per List

Time to prepare list: Minimum 3 days Maximum 7 days

Additional charge for each additional lot: \$ 12.00 Minimum charge is \$125.00

Additional charge for each additional tract: \$ 12.00

150 EA: Certificate of title contiguous parcels \$ 125.00
Cost Per Title

Time to prepare certificate: Minimum 3 days Maximum 7 days

Additional parcels in the same name: \$ 75.00 (combined into one Certificate if possible)

30 EA: Closing fee (residential) \$ 460.00
Cost Per Closing

Time to prepare closing statement: Minimum 1 day Maximum 3 days

30 EA: Closing fee (commercial) \$1.00 per thousand
Cost Per Closing
\$460.00 minimum charge
(fee per thousand dollars on each contract up to \$1,000,000)

Time to prepare closing statement Minimum 1 day Maximum 3 days

Additional fee per thousand dollars over \$1,000,000: \$.10 (10 cents) per thousand

60 EA: Title insurance policy (one parcel) \$ See Rate Chart Attached
(plus premium and additional parcels changes as listed below)

Time to prepare title policy: Minimum 3 days Maximum 7 days

Per \$1,000 of Acquisition Cost up to \$50,000	<u>\$These are included in</u>
Per \$1,000 of Acquisition Cost from \$50,001 to \$100,000	<u>\$Rate Chart up to</u>
Per \$1,000 of Acquisition Cost from \$100,001 to \$5,000,000	<u>\$1,000,000.00</u>
Each for additional parcels	<u>\$100.00</u>

Add an additional \$1.00 per thousand for amounts over \$1,000,000.00



Security 1st Title

SEDGWICK AND BUTLER COUNTY TITLE INSURANCE CHARGES Effective March 1, 2014

Amounts			Amounts			Amounts			Amounts		
up to	Rate	Refi/2nd	up to	Rate	Refi/2nd	up to	Rate	Refi/2nd	up to	Rate	Refi/2nd
10,000	205.00	200.00	285,000	1070.00	642.00	560,000	1595.00	957.00	835,000	1895.00	1137.00
15,000	255.00	200.00	290,000	1080.00	648.00	565,000	1605.00	963.00	840,000	1900.00	1140.00
20,000	280.00	200.00	295,000	1095.00	657.00	570,000	1610.00	966.00	845,000	1905.00	1143.00
25,000	305.00	200.00	300,000	1105.00	663.00	575,000	1615.00	969.00	850,000	1910.00	1146.00
30,000	330.00	200.00	305,000	1115.00	669.00	580,000	1620.00	972.00	855,000	1915.00	1149.00
35,000	375.00	225.00	310,000	1125.00	675.00	585,000	1625.00	975.00	860,000	1920.00	1152.00
40,000	395.00	237.00	315,000	1135.00	681.00	590,000	1630.00	978.00	865,000	1930.00	1158.00
45,000	415.00	249.00	320,000	1145.00	687.00	595,000	1635.00	981.00	870,000	1935.00	1161.00
50,000	435.00	261.00	325,000	1155.00	693.00	600,000	1640.00	984.00	875,000	1940.00	1164.00
55,000	475.00	285.00	330,000	1165.00	699.00	605,000	1645.00	987.00	880,000	1945.00	1167.00
60,000	495.00	297.00	335,000	1180.00	708.00	610,000	1650.00	990.00	885,000	1950.00	1170.00
65,000	510.00	306.00	340,000	1190.00	714.00	615,000	1655.00	993.00	890,000	1955.00	1173.00
70,000	530.00	318.00	345,000	1200.00	720.00	620,000	1660.00	996.00	895,000	1960.00	1176.00
75,000	565.00	339.00	350,000	1210.00	726.00	625,000	1670.00	1002.00	900,000	1965.00	1179.00
80,000	580.00	348.00	355,000	1225.00	735.00	630,000	1675.00	1005.00	905,000	1970.00	1182.00
85,000	595.00	357.00	360,000	1235.00	741.00	635,000	1680.00	1008.00	910,000	1975.00	1185.00
90,000	620.00	372.00	365,000	1240.00	744.00	640,000	1685.00	1011.00	915,000	1980.00	1188.00
95,000	640.00	384.00	370,000	1250.00	750.00	645,000	1690.00	1014.00	920,000	1990.00	1194.00
100,000	655.00	393.00	375,000	1265.00	759.00	650,000	1695.00	1017.00	925,000	1995.00	1197.00
105,000	670.00	402.00	380,000	1275.00	765.00	655,000	1700.00	1020.00	930,000	2000.00	1200.00
110,000	685.00	411.00	385,000	1285.00	771.00	660,000	1705.00	1023.00	935,000	2005.00	1203.00
115,000	700.00	420.00	390,000	1295.00	777.00	665,000	1710.00	1026.00	940,000	2010.00	1206.00
120,000	710.00	426.00	395,000	1310.00	786.00	670,000	1715.00	1029.00	945,000	2015.00	1209.00
125,000	720.00	432.00	400,000	1320.00	792.00	675,000	1720.00	1032.00	950,000	2020.00	1212.00
130,000	735.00	441.00	405,000	1330.00	798.00	680,000	1725.00	1035.00	955,000	2025.00	1215.00
135,000	750.00	450.00	410,000	1340.00	804.00	685,000	1735.00	1041.00	960,000	2030.00	1218.00
140,000	760.00	456.00	415,000	1350.00	810.00	690,000	1740.00	1044.00	965,000	2035.00	1221.00
145,000	765.00	459.00	420,000	1360.00	816.00	695,000	1745.00	1047.00	970,000	2040.00	1224.00
150,000	775.00	465.00	425,000	1370.00	822.00	700,000	1750.00	1050.00	975,000	2045.00	1227.00
155,000	790.00	474.00	430,000	1380.00	828.00	705,000	1755.00	1053.00	980,000	2050.00	1230.00
160,000	800.00	480.00	435,000	1400.00	840.00	710,000	1760.00	1056.00	985,000	2060.00	1236.00
165,000	810.00	486.00	440,000	1405.00	843.00	715,000	1765.00	1059.00	990,000	2065.00	1239.00
170,000	820.00	492.00	445,000	1415.00	849.00	720,000	1770.00	1062.00	995,000	2070.00	1242.00
175,000	835.00	501.00	450,000	1425.00	855.00	725,000	1775.00	1065.00	1,000,000	2075.00	1245.00
180,000	845.00	507.00	455,000	1440.00	864.00	730,000	1780.00	1068.00			
185,000	855.00	513.00	460,000	1450.00	870.00	735,000	1785.00	1071.00			
190,000	865.00	519.00	465,000	1460.00	876.00	740,000	1790.00	1074.00			
195,000	875.00	525.00	470,000	1470.00	882.00	745,000	1800.00	1080.00			
200,000	885.00	531.00	475,000	1485.00	891.00	750,000	1805.00	1083.00			
205,000	895.00	537.00	480,000	1495.00	897.00	755,000	1810.00	1086.00			
210,000	905.00	543.00	485,000	1500.00	900.00	760,000	1815.00	1089.00			
215,000	920.00	552.00	490,000	1515.00	909.00	765,000	1820.00	1092.00			
220,000	930.00	558.00	495,000	1525.00	915.00	770,000	1825.00	1095.00			
225,000	940.00	564.00	500,000	1535.00	921.00	775,000	1830.00	1098.00			
230,000	945.00	567.00	505,000	1540.00	924.00	780,000	1835.00	1101.00			
235,000	965.00	579.00	510,000	1545.00	927.00	785,000	1840.00	1104.00			
240,000	975.00	585.00	515,000	1550.00	930.00	790,000	1845.00	1107.00			
245,000	980.00	588.00	520,000	1555.00	933.00	795,000	1850.00	1110.00			
250,000	990.00	594.00	525,000	1560.00	936.00	800,000	1855.00	1113.00			
255,000	1010.00	606.00	530,000	1565.00	939.00	805,000	1865.00	1119.00			
260,000	1015.00	609.00	535,000	1570.00	942.00	810,000	1870.00	1122.00			
265,000	1025.00	615.00	540,000	1575.00	945.00	815,000	1875.00	1125.00			
270,000	1035.00	621.00	545,000	1580.00	948.00	820,000	1880.00	1128.00			
275,000	1050.00	630.00	550,000	1585.00	951.00	825,000	1885.00	1131.00			
280,000	1060.00	636.00	555,000	1590.00	954.00	830,000	1890.00	1134.00			

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Civil Rights/Use of Force Defense
Professional Legal Services Amended Contract

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the amended contract with Fisher, Patterson, Sayler & Smith, LLP, to provide legal services for the defense of civil rights claims asserted against the City.

Background: In May of 2013, the City entered into an agreement with Fisher, Patterson, Sayler & Smith, LLP. The agreement was for legal services to assist the City with defense of civil rights claims in federal court. The agreement was for a term running from April 15, 2013, to April 14, 2014, with options to renew under the same terms and conditions for three successive one-year terms by mutual agreement of the parties. The original contract was renewed for the one-year term of April 15, 2014 through April 14, 2015.

Analysis: The proposed amended contract for the continued services of Fisher, Patterson, Sayler & Smith, LLP, contains an increase in hourly rates but does away with any fees for travel to and from Wichita. The new hourly rates reflect an overall increase of 4.3% per year since the beginning of the contract. However, this increase will be offset by eliminating the travel time charge.

Based on the high quality services provided by the law firm and the continued need for its specialized assistance, it is recommended that the amended agreement be approved for an additional one-year term.

Financial Considerations: The amended contract provides a fee schedule that reflects the fee regularly charged by comparable firms in the area for similar legal work and the commitment that the firm has made to have a representative available for City matters. The costs of legal services are charged to the tort claim fund.

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

Recommendations/Actions: It is recommended that the City Council authorize the Mayor to sign the Amended Contract for Legal Services.

Attachments: Amended Contract for Legal Services

AMENDED CONTRACT FOR LEGAL SERVICES

THIS AMENDED CONTRACT made and entered into this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, a Municipal Corporation, hereinafter called "CITY", and "FISHER, PATTERSON, SAYLER & SMITH" Attorneys at Law, hereinafter referred to as "ATTORNEY".

WITNESSETH:

That in consideration of the sums to be paid by the CITY to the ATTORNEY as hereinafter provided, and in further consideration of the mutual promises, covenants and agreements of the parties, the CITY does hereby employ the ATTORNEY for services in connection with the defense of civil rights litigation asserted against the CITY and its agencies.

The ATTORNEY agrees to, and hereby does, accept such employment and agrees to do the work necessary to perform professional legal services for the CITY as described herein pursuant to the terms thereof.

TERM

The ATTORNEY agrees to commence such work the date this contract is executed, and agrees to execute the same with reasonable diligence until the 14th day of April, 2016. Renewal of said Contract for continued legal services for a like twelve month period (the renewal period) will be at the discretion of the governing body of the City of Wichita upon terms to be mutually agreed upon by the parties hereto. If the parties are unable to agree upon the terms of engagement for the renewal period, then this Contract will terminate as to all new matters and at the CITY's election, this Contract shall either continue for pending legal matters through their completion, or this Contract shall terminate as to all matters, At the conclusion of all matters, ATTORNEY shall be paid in full for all services provided and expenses incurred to date of termination., ATTORNEY shall be relieved of all further duties and obligations with regard to any then pending litigation consistent with the Kansas Rules of Professional Conduct.

COMPENSATION

It is agreed that the ATTORNEY shall be compensated for its services on an hourly basis as set forth in Exhibit "A" which is attached and made a part of this Contract. Such rates shall be effective for all services provided on and after April 14, 2015.

ATTORNEY shall also be reimbursed for their disbursements and advances for items such as expert witness fees and expenses, consultants' fees and expenses, reproduction of documents, shipping and postage, long distance telephone calls and similar costs as set out in Exhibit "B". Such rates shall be effective for all services provided on and after April 14, 2015.

Statements for fees and itemized expenses shall be submitted on a monthly basis in accordance with ATTORNEY's standard billing practices and shall be paid within thirty days after receipt by the CITY. In the absence of extraordinary circumstances, the CITY will not pay invoices for services rendered over one year after the invoice receipt.

ATTORNEY shall maintain a contemporaneous record of time billed, indicating a brief summary of description of the work performed. The statements submitted for services rendered under the terms of the Contract will reflect the time expended by ATTORNEY and describe the work performed.

ASSIGNMENT

This Contract may not be assigned, transferred, delegated or in any way disposed of by ATTORNEY without first having obtained written approval from the City Manager or City Council of the CITY.

LIMITATIONS ON AUTHORITY

It is understood and agreed that because of the responsibilities of the City Attorney, the City Attorney will appear on all documents and pleadings. ATTORNEY must consult with the City Attorney on all major strategic or tactical decisions associated with a matter. The City Attorney does not expect to be involved in every routine decision. However, important decisions always should be raised with the City Attorney in sufficient time to allow for meaningful review and consideration of the issues, especially if a case involved policy issues or substantial sums. Further, it is understood and agreed that ATTORNEY shall have no authority or incur any liability, cost or expense on the part of the CITY except as may be authorized by this Contract or specifically authorized in writing by the City Attorney.

SCOPE OF SERVICES TO BE PROVIDED

During the performance of the Contract, ATTORNEY shall agree to perform and shall be prepared to provide a broad range of professional services related to defense of civil litigation asserted against the CITY or agencies thereof pursuant to the Kansas Tort Claims Act and 42 U.S.C. 1983 et seq. The professional services performed by the ATTORNEY will be under the direction and control of the City Attorney or his designee. In some situations, the services provided will be done in association with in-house legal staff of the Department of Law. The professional services include, but are not limited to the following:

1. Research and general investigation into the civil rights law suits asserted against the CITY and its employees;
2. Research and general investigation aimed at assessing the likely success of civil rights actions asserted against the CITY and its employees;
3. Render advice, guidance and assistance when requested by the City Manager, City Attorney, Wichita Police Department or their designees, relative to litigation and training;
4. Consulting with the City Attorney, Chief of Police and CITY staff regarding:
 - a. analysis and review of civil litigation asserted against the City of Wichita and its employees pursuant to the Kansas Tort Claims Act and 42 U.S.C. 1983.
 - b. suggestions for training and policy development regarding police conduct and use of force;
5. Draft and preparation of pleadings in civil rights litigation filed pursuant to the Kansas Tort Claims Act and 42 U.S.C. 1983. including all necessary discovery, motion practice, trial preparation and trial, either to the court or a jury and appellate proceedings beyond the district court;
6. Have available at all reasonable times a senior member of the firm for the purpose of providing the services described herein in a timely manner;
7. Avoid representation of other clients which cause or will result in conflicts of interest for ATTORNEY except as otherwise provided hereinafter;
8. Upon request, attend and present at City Council meetings when a matter involving civil rights litigation filed pursuant to the Kansas Tort Claims Act and 42 U.S.C. 1983 is to be considered by the City Council.

CITY IS THE CLIENT

ATTORNEY represents that in providing professional services under this Contract that they represent solely and only the CITY's interests. The CITY's interest may include joint representation of CITY employees to whom the CITY owes an obligation of defense under state statute and CITY ordinance.

PROFESSIONAL LIABILITY INSURANCE

The ATTORNEY will maintain policies of professional liability insurance coverage, written in occurrence form, protecting the ATTORNEY from acts or omissions of its professional negligence. Such policy shall have minimum annual incident coverage of \$1,000,000, and an annual aggregate of a minimum of \$2,000,000. The aggregate may be alternatively satisfied by a policy providing appropriate excess coverage. Proof of coverage by a certificate of insurance shall be provided to CITY within 10 days of execution of this Contract. Such coverage is subject to the reasonable approval of the City Attorney, and shall have deductibles of not greater than \$10,000 or such amount as ATTORNEY can demonstrate to CITY is otherwise commercially reasonable. ATTORNEY shall authorize and require its insurance carrier to provide CITY with the same notices relating to potential and actual termination of coverage as received by ATTORNEY.

NON-DISCRIMINATION

ATTORNEY shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit C.

TERMINATION OF CONTRACT

It is mutually agreed that the CITY reserves the right to terminate this Contract at any time, upon written notice, in the event of ATTORNEY's inability or failure to perform the services or meet the obligations described in this Contract, or in the event the services of ATTORNEY are unsatisfactory; provided, that in such case the ATTORNEY will be paid the reasonable value of the services rendered up to the time of termination. ATTORNEY retains its ability to terminate this Contract consistent with the Kansas Rules of Professional Conduct.

CASH BASIS AND BUDGET LAWS The right of the parties to enter into this Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Contract shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

CONFLICTS

ATTORNEY will advise the CITY immediately in the event a potential or actual conflict of interest issues arises between the CITY and any of the ATTORNEY's other clients or potential clients relating to services provided by ATTORNEY to such clients, ATTORNEY shall notify the City Attorney in writing and seek a waiver of the conflict of interest. The decision to grant such a waiver will be at the sole discretion of the City Attorney.

(Signatures appear on the following page.)

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

FISHER, PATTERSON, SAYLER & SMITH, L.L.P.

By:

Title: _____

APPROVED AS TO FORM

Sharon L. Dickgrafe
Interim Director of Law

EXHIBIT "A"

Rate for Attorney (Partner/Members)	\$190.00/hr
Rate for Attorney (Associates and Of Counsel)	\$150.00/hr
Rate for Law Clerk	\$ 45.00/hr
Rate for Legal Assistant/Paralegal	\$ 85.00/hr
Travel Rates (half of regular hourly rates)	½ of above*
Mileage (current IRS reimbursable amount)	\$ 0.51/mi

*Other than for travel to and from Wichita

EXHIBIT "B"

Actual Costs will be reimbursed for the following types of costs incurred when receipts and/or detailed statements are provided and charges are approved by the City:

- | | |
|---|--------------------------------|
| 1. In-house Photocopying | \$.10 cents per page |
| 2. Outside Printing for large or non-standard copy projects | Actual expense incurred |
| 3. Facsimile Transmittals | None |
| 4. Long Distance Telephone Expense | Only for extraordinary amounts |
| 5. Postage & Shipping Expenses | Only for extraordinary amounts |
| 6. Overnight Delivery Publication Expenses | Actual expense incurred |
| 7. Recording/Filing Fees | Actual expense incurred |
| 8. State Agency Fees | Actual expense incurred |
| 9. Travel Expenses: | |
| a. Mileage | Current IRS rates |
| b. Tolls/Parking | Actual expense incurred |
| c. Taxis/Other Ground Transportation | Actual expense incurred |
| d. Meals/Lodging | Actual expense incurred |
| 10. Court Reporting | Actual expense incurred |
| 11. Transcription Fees | Actual expense incurred |
| 12. Reproductions/Outside Reproductions | Actual expense incurred |
| 13. Exhibit Preparation by Outside Providers | Actual expense incurred |

EXHIBIT "C"

**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.

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Cooperative Agreement with Kansas PTAC

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the 2015 Letter of Commitment and authorize the necessary signatures.

Background: The City of Wichita is committed to ensuring equal opportunity, promoting diversity and enhancing economic opportunities for emerging and disadvantaged businesses.

Purchasing staff continuously strive to find ways to enhance and improve the Emerging and Disadvantaged Business Enterprise (EDBE) Program. The cooperative agreement between Kansas (PTAC) Procurement Technical Assistance Center through Wichita State University and the City of Wichita increases procurement opportunities for Kansas businesses by providing comprehensive technical assistance to those interested in selling goods and services to the federal government. Purchasing staff will provide accessibility for these opportunities to local firms through this agreement.

The mission of PTAC is to identify Kansas businesses with the potential for market expansion by assisting those viable companies in becoming successful contractors for the Department of Defense (DoD) and other government entities. These efforts expand the industrial base and increase competition of DoD goods, which reduces the national security costs, while also enhancing the Kansas economy.

Another important component of Kansas PTAC is the development of linkages with other programs at the federal, state, and local level. This program works in close cooperation with the Kansas Small Business Development Center (SBDC), which allows participating firms to receive a full range of business development services, including business management assistance, product development and technology transfer.

Analysis: The City of Wichita will serve as a subcontractor with Kansas PTAC through Wichita State University to provide these services. This collaboration increases the range of business development services that are offered under the EDBE Program. The services provided through PTAC include general procurement counseling, assistance with bidder application forms, matching of products and/or services with appropriate buying activities, bid package review, pre-award and post-award assistance, and providing specifications and other information needed to complete government bids. Without this assistance, many of the program's clients might not consider entering federal or other government markets.

Financial Considerations: The total cost to the City for the 12-month agreement includes a \$1,138 cash contribution and in-kind contributions of \$29,057, for a total of \$30,195. The 2015 Adopted Budget includes funds available for the cash and in-kind contributions in the General Fund. As a subcontractor, the City will receive \$10,217 in federal funds from Wichita State University to support expenditures for this program.

Legal Considerations: The 2015 Letter of Commitment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the 2015 Letter of Commitment and authorize the necessary signatures.

Attachments: 2015 Letter of Commitment.

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Kansas Health Foundation Recognition Grant Application – Bike Ped Training

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant application and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. The Plan Strategy 10, Action 1 recommends that the City identify education programs for staff to ensure knowledge about the latest design guidance for facilities that are safer and more inviting.

On November 4, 2014, the Wichita City Council endorsed the Wichita Pedestrian Master Plan. The plan is a guide for how the City of Wichita can improve conditions for walking and promote a citywide culture of walking. The plan recommends that the City take advantage of training opportunities that provide updates on the latest research, design guidance, and best practices (Strategy 10, Action 3).

In January 2015, the Kansas Health Foundation announced that they are accepting applications for Recognition Grants. The Recognition Grants provide up to \$25,000 per organization for projects or initiatives that support health. The grant submission deadline is March 15, 2015.

Analysis: The grant funding will help provide one two-day training workshop for design professionals (consultants and local government staff) and community stakeholders. This training will help to implement the Wichita Bicycle Master Plan and the Wichita Pedestrian Master Plan.

Financial Considerations: The grant request is for \$12,590. The grant does not require a local match and no local match is proposed.

Legal Considerations: A grant agreement will be submitted for review and approval by the Law Department if the grant proposal is successful.

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

Attachments: Draft Kansas Health Foundation Recognition Grant Application

Recognition Grant Application Spring 2015 Cycle

Overview of Proposed Grant

Application deadline: March 16, 2015

Prior to completing your application, please visit the Kansas Health Foundation website www.kansashealth.org to read more about our Recognition Grant program, including guidelines, eligibility, application process, etc.

Your organization's application is very important to us, and we strive to make all of the information available in advance for you to complete the online process. To ensure we are able to provide the appropriate time and attention to answering questions, please complete and submit your application well in advance of the March 16th deadline, which is when we experience our highest volume of phone/email inquiries.

Please provide a brief overview of your proposed grant (check all that apply)

Lead Agency (How would you describe your organization?)

Community Organizations

United Way, Scouts, YMCA, community foundation, childcare center, theater company, local non-profit, etc.
No

Schools/Universities

Elementary, middle, high, post-secondary, higher education, extension office, etc.

No

Health Organizations

Clinic, hospital, health department, etc.

No

Faith Organizations

Church, temple, mosque, etc.

No

Government Agencies

City, county, police dept., parks, & rec, etc.

Yes

Other

No

Target Group (Select any of the populations your grant will influence)

Children & Youth

Individuals under 18 years old

No

Older Adults

Individuals over the age of 60

No

Community

Any population living in the same place or having a particular characteristic in common

Yes

People Living in Poverty

Individuals living at or below the federal poverty level

No

Racial and Ethnic Minorities

Individuals who identify as American Indian or Alaska Native, Asian American, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander

No

LGBTQA Population

Individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Asexual or Ally

No

People with a Physical Disability

Individuals with a physical impairment that substantially limits one or more major life activity
 No

People with Mental Illness

Individuals with a mental impairment that substantially limits one or more major life activity
 No

People with Substance Dependence/Abuse

Individuals who exhibit excessive use of a potentially addictive substance, especially one that may modify body functions, such as alcohol or drugs
 No

Rural Populations

Populations, housing and territory not included within an urban area of 20,000 or more people
 No

Other

Yes

Problem Area (What is the focus of your proposal? Choose any that apply.)

Physical Activity, Nutrition and/or Tobacco Prevention

A focus on ensuring proper nutrition, increasing physical activity and decreasing tobacco use
 Yes

Chronic Disease and/or Disability Service

A focus on a long-lasting condition that can be controlled but not cured, e.g., Alzheimer's, cancer, diabetes and obesity or on individuals with a physical or mental impairment that substantially limits one or more major life activity
 No

Domestic Abuse/Neglect and/or Violence Prevention

A focus on preventing patterns of abusive behavior in relationships, maltreatment or neglect of a child or violent behavior
 No

Parenting and/or Child Development

A focus on educating parents or ensuring that all children have the opportunity to grow up where their social, emotional and educational needs are met
 No

Healthy Equity

A focus on improving the health of those who have experienced social or economic disadvantage
 No

Public Health, Health Information and/or Health Service

A focus on protecting and improving the health of communities through promoting healthy lifestyles, injury prevention, detection/control of infectious diseases, and/or activities aimed at providing conditions in which people have the opportunity to be healthy and focus on entire populations, not on individual patients or diseases
 No

Civic Leadership

A focus on providing resources and nurturing skills necessary for Kansans to actively and effectively engage in improving the health of their communities
 No

Other

No

Intervention (How grant dollars would be used?)

Operating Support and/or Structured Activities

Supports the mission of the recipient organization and intended to address a specific, connected set of activities with explicit objectives, having a predetermined time frame and supporting ongoing activities or operations of the organization, including regular personnel, administrative or office expenses
 No

Policy and/or Awareness

Supports public, influencer or policymaker education, outreach or training, public will campaigns, public polling, focus groups or surveys, advocacy capacity building, communications and messaging, media advocacy, coalition building, community organizing or community mobilization
 Yes

Education

Supports workforce development, improving student outcomes or awareness campaigns
 No

Equipment and/or Supplies

Propose to spend majority of requested funds on equipment or supplies
 No

Other

No

Primary Region Targeted (What county(ies) are you proposing to serve?)

Kansas

Full State Focus

No

South Central Region

Barber County, Comanche County, Edwards County, Harper County, Harvey County, Kingman County, Kiowa County, Pawnee County, Pratt County, Reno County, Sedgwick County, Stafford County or Sumner County

Yes

East Central Region

Anderson County, Chase County, Coffey County, Douglas County, Geary County, Franklin County, Johnson County, Linn County, Lyon County, Miami County, Morris County, Osage County, Shawnee County or Wabaunsee County

No

Northeast

Atchison County, Brown County, Doniphan County, Jackson County, Jefferson County, Leavenworth County, Marshall County, Nemaha County, Pottawatomie County, Riley County or Wyandotte County

No

Central Region

Barton County, Dickinson County, Ellis County, Ellsworth County, Lincoln County, McPherson County, Marion County, Rice County, Rush County, Russell County or Saline County

No

Southwest Region

Clark County, Finney County, Ford County, Grant County, Gray County, Hamilton County, Haskell County, Hodgeman County, Kearny County, Meade County, Morton County, Seward County, Stanton County, Stevens County

No

Southeast Region

Allen County, Bourbon County, Butler County, Chautauqua County, Cherokee County, Cowley County, Crawford County, Elk County, Greenwood County, Labette County, Montgomery County, Neosho County, Wilson County, Woodson County

No

North Central Region

Clay County, Cloud County, Jewell County, Mitchell County, Osborne County, Ottawa County, Phillips County, Republic County, Rooks County, Smith County, Washington County

No

Northwest Region

Cheyenne County, Decatur County, Graham County, Norton County, Rawlins County, Sheridan County, Sherman County or Thomas County

No

West Central Region

Gove County, Greeley County, Lane County, Logan County, Ness County, Scott County, Trego County, Wallace County or Wichita County

No

Please proceed to the next page to begin the application.

Applicant Organization Information

Submission Deadline - Monday, March 16th by 5 p.m. This application is removed promptly at the 5 p.m. deadline and will not be accessible.

Important:

- **Be sure to complete the entire application. Your application has not been submitted until you receive an e-mail from the Kansas Health Foundation confirming its receipt.**
- **Save your application often, you will lose any unsaved data! Scroll through the application prior to filling out the data fields. It is a good idea to print out a blank application before you begin by selecting the above "Printer Friendly Version" link. Before completing this form, be sure to read and thoroughly understand the guidelines and other links provided on the previous page.**
- **Approved applications will be awarded funds via electronic funds transfer; therefore, it is required for all applicants to complete the Authorization Agreement for Direct Deposits located in the top right-hand corner of the application. The Authorization Agreement must be submitted to the Kansas Health Foundation via email or fax to Mary Poort, Kansas Health Foundation Finance Assistant, at mpoort@khf.org or (316) 491-8332, by the application deadline of March 16th.**

Application Information

How did you hear about the Recognition Grants program?
Online

<p>Organization</p> <p>Organization Name As shown on IRS Form 990, 990-EZ or 990-N (e-Postcard) City of Wichita</p> <p>What is your organization's Tax ID Number If your organization is a 501(c)(3), please provide your organization's Tax ID # if you know it, also referred to as an "Employer Identification Number" (EIN), in the following format: xx-xxxxxxx <i>Note: Churches, government entities, including subsidiaries and public educational institutions, DO NOT need to submit an EIN.</i> 4860000653</p>
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ALERT 990-N Grantseekers: If funding is approved, organizations should be aware that the funds provided by the Kansas Health Foundation could potentially tip small organizations into Internal Revenue Service (IRS) private foundation status. Organizations should seek legal and/or accounting counsel before applying for a grant from the Kansas Health Foundation. For more information please see: www.irs.gov Publication 557/Private Foundations and Public Charities

<p>Tax Status</p> <p>Please place a check mark in the box below that best describes your organizations tax status:</p> <p>501(c)(3) Organization No</p> <p>Government Entity Yes</p> <p>Church</p>
--

(If you are a Church and are part of an IRS Group Ruling you will be required to attach a copy of your Group Ruling Letter at the end of the application)
 No

Please supply the following information for the organization applying for the funds.

Address	City	County	State	Zip Code
455 N. Main Street.	Wichita	Sedgwick	KS	67202

Phone Number	Extension
(316)352-4855	

Fax

Organization E-mail
 swadle@wichita.gov

Organization Web site
 www.wichita.gov

What is the Mission/Purpose of Applicant Organization

This information is generally found on your organization's web site or in a company handbook.
Note: This is the organization's mission, not the project's mission.

(Please limit to 100 words)

The mission of the City of Wichita is to provide an environment to protect the health, safety, and well being of all who live and work in the community. In directing policies and programs toward that end, the City assumes a stewardship role to preserve the assets and natural resources entrusted to its growth, to assure equality of opportunity and to contribute to the quality of life for all citizens.

Primary Contact for Organization/Authorized to Sign Agreements

Executive Director/Primary Contact for Organization Authorized to Sign Agreements *(Examples: Superintendent of Schools, President, CEO, CFO, etc.)*

Prefix	First Name	Last Name	Suffix
---------------	-------------------	------------------	---------------

Mr.	Robert	Layton	<None>
Title			
Mayor			
Phone			
(316)268-4331			
E-mail			
cbrewer@wichita.gov			

Project Information and Questionnaire

Project Director				
Project Director/Contact Person for the Request:				
Prefix	First Name	Last Name	Suffix	
Mr.	Scott	Wadle	<None>	
Position/Title				
Senior Planner				
Organization Name				
Wichita-Sedgwick County Metropolitan Area Planning Department				
Address	City	State	Zip Code	
455 N. Main Street, 10th Floor	wichita	KS	67208	
Phone	Extension			
3163524855				
Fax				
E-mail				
swadle@wichita.gov				
Project Title and Description				
Project Title				
Safer Streets Through Bicycle and Pedestrian Desgin Trainig				

Project Description

Please provide a brief description of the project (one to two sentences preferred)

This project will provide for bicycle and pedestrian facility design training for members of the general public and design professionals. The training will advance the understanding of best practices related to facilities for people walking and people bicycling. The training will include an experiential component for the participants to walk and bicycle and take their learning to the real world.

Project Information**Project Start Date**

04/01/2015

Project End Date

12/31/2015

County(ies) served by the project

Please list the county(ies). Funds may only be used within the state of Kansas.

Sedgwick County - although design professionals staff from other local governments may attend. In addition, it is anticipated that the private design professionals (consultants) who attend the training practice work throughout Kansas.

Project Questionnaire

Please provide concise, complete answers to each question avoiding repetition.

The questions below allow a limited amount of space for text entry. Additional details may be provided in the "Project Description" on the next page.

1.) What is the compelling reason this project, program or policy initiative should be funded?

(Please limit to 50 words)

This project should be funded because it is a very cost effective way to make incremental improvements to the built environment that result in safer and more inviting communities for people walking or bicycling. This approach helps communities to stop making mistakes/bad choices, and to capitalize on opportunities through projects.

2.) What is the project purpose or policy change you have targeted to impact practices and environments that promote health?

(Please limit to 100 words)

This project will ultimately impact practices and policies that effect the built environment and either promote or discourage community health. The training sessions will reinforce best practices and inform participants about their benefits related to walking and bicycling. The education sessions will also include an experiential component, providing participants the opportunity to experience the impacts that design has on conditions for walking and bicycling.

Participants will learn what elements make for good projects and what to look for. This will benefit the design professionals creating the projects and the members of the general public that review the projects.

3.) What is the anticipated target population of the project or policy impact?

(Please limit to 50 words)

The targeted populations are the following:

- 1) private consultant design professionalns;
- 2) local government deesign professionals; and
- 3) citizens and stakeholders interested in making the built environment better for people walking and bicycling.

4.) If your proposal requires/involves adult volunteers or paid staff to interact with minors, will you perform background checks on those service positions?

(Please select from the drop down)

<None>

If so, are you requesting all or a portion of such costs be funded by the grant?

(Please select from the drop down)

<None>

Policy Attachment - *If your proposal requires adult service providers to interact with minors, please provide your background check policy.*

5.) How many people will be served by the project or impacted by the policy change?

(Please limit to 50 words)

The number of people indirectly impacted will be very many - as many people as are impacted by new projects in the built environment. The number of people directly impacted by the project will be approximately 35 participants for each training session.

6.) What health problems or needs of the target population or policy change does this project address? Why should it be addressed?

(Please limit to 100 words)

This project addresses obesity. The Sedgwick County Community Health Priorities document identifies both obesity and diabetes as one of the five top priority community health priorities for Sedgwick County. The prioritization was based on a robust community planning process with a robust community input process that included a review of data, trends, observations and experience.

According to the State of Obesity Report, Kansas has the 19th highest adult obesity rate in the nation (based on 2013 data). Sedgwick County has an obesity rate of 31.8 percent, ranking 18th for the highest rate in Kansas (KBHRFSS 2013).

7.) What health improvements would be anticipated in the target population as a result of this project? Please be precise about the expected impact of this project or policy change.

(Please limit to 100 words)

It is anticipated that the obesity rate of Wichita and Sedgwick County residents will decrease long-term as a result of this project. This will be achieved through better projects that improve conditions for people walking and people bicycling.

8.) What are the anticipated barriers to implementing the project or initiating the policy change, and how would they be addressed?

(Please limit to 100 words)

The barriers to implementing this project are competing priorities for attendees. This will be addressed by providing food, selecting a meeting convenient meeting location, and working to secure continuing education credits for attendees. We will also work to distribute information about the event through established communication channels for the target population, including announcements from the City Engineer.

Project Budget and Narrative

Total cost of this project

Enter the overall project budget dollar amount.

25,000

How will the KANSAS HEALTH FOUNDATION REQUESTED funds be spent?

Please complete the Project Budget Worksheet which can be accessed as a link provided in the upper right-hand corner of the application. Once the Excel worksheet is completed, save the document to a file on your computer and upload it as an attachment below.

Project Budget Attachment - Located in the top right-hand corner of the application **(if the template provided is not attached, your proposal will not be reviewed)**

Budet - Wichita Ped Bike Training.xls

Kansas Health Foundation definition of Indirect and Direct Costs:

- **Indirect Costs** Expenses indirectly related to the implementation of program services. They may also be referred to as overhead or administrative costs. Indirects calculation: maximum 10% of Direct Costs of project.
- **Direct Costs** Costs identified specifically with a particular project and with a high degree of accuracy.

Kansas Health Foundation Budget

TOTAL AMOUNT REQUESTED FROM THE KANSAS HEALTH FOUNDATION

This number is found at the very bottom of the Project Budget Worksheet and should be only the amount you are requesting from the Kansas Health Foundation.

Note: The grant amount requested from the Kansas Health Foundation must not exceed \$25,000.00
12300

Project Budget Exceeds Amount Requested from Kansas Health Foundation

If your total project budget amount given at the top of this page exceeds the amount requested from the Kansas Health Foundation, have commitments from other funding sources been secured to cover the remaining costs?

No Yes Yes No

If no, what are your plans for securing the additional funds needed to complete the project? If you are not successful in securing the additional funds needed to complete the project, is there a portion of the project you could complete using only Kansas Health Foundation funds? Please explain: (Please limit to 100 words)

If yes, list which organizations are providing the additional funds to complete the project. (Please limit to 100 words)

Project Budget Narrative

Project Budget Narrative

In the space provided below, please explain budgeted items and how each contributes to the project. If new personnel are budgeted, please describe plans for financial sustainability. In addition, please address the following:

- If existing personnel are budgeted, please describe whether they are hourly or salaried, full or part time.
- If personnel is budgeted please describe why the additional funding is needed for personnel and how the position(s) would be sustained beyond the project term.
- Please explain how Kansas Health Foundation funding will impact the project.
- Please explain how the project would be impacted if only partial funding was awarded.

Please make sure to include a basis for calculation for each of the budgeted line items.

Example:

- **Equipment = \$2,100.00**
2 computers at \$700.00 a piece, 2 printers at \$350.00 a piece
- **Travel = \$85.00**
Gas for driving to meeting in Salina

(Please limit to 700 words)

Personnel = \$1,000

This funding will provide for hourly staff and/or salary staff (depending on workload and hours available) to provide administrative support for the trainings - including but not limited to: reserving rooms and related resources; developing and distributing materials for registration; coordination with presenters; coordination with food vendors; coordination for IT services; securing continuing education credits; and producing certificates.

Consultant = \$10,000

The City will utilize this funding to hire a consultant, using the City's procurement process. The number of trainings will depend on the proposals received. The City generally estimates it will cost \$10,000 for a two day training session (including travel and room), so one two-day training session is anticipated.

Equipment = \$400 this will cover the costs of renting equipment for the experiential portion of the trainings (i.e. bicycles, wheel chairs, etc.) and transportation costs to get them to the training and back.

Supplies = \$500 this will fund any materials necessary to make temporary improvements to public spaces. Examples of this include tape for marking temporary bike lanes, paint for temporary bulb outs, plastic pots and plants for curb extensions. It will also fund the purchase of any necessary reference materials for the participants.

Printing = \$400 this funding will provide for printing handouts and reference materials for use by participants during and after the training.

Project Description

Project Description

In the space provided, describe the proposed activities that would be funded by this grant.

(Please limit to 500 words)

This project will fund one two-day training session for design professionals (consultants and local government employees) and citizen stakeholders to learn about and discuss successful design solutions for people walking and people bicycling. Participants will learn effective solutions and best practices in design and operations for the safety of people walking and people bicycling. The education session will include a review of common crash types, human behaviour related to safe interactions; and the significance of land-use in helping to make a healthier environment. Participants will take part in a field exercise as a critical part of the training, allowing participants to experience the built environment by walking and riding a bicycle. The training will build on the success of the Wichita Bicycle Master Plan, Wichita Pedestrian Master Plan, Wichita Multi-Modal Policy, and the Wichita Street Design Guidelines.

In the space provided, outline the anticipated results of your project, program or policy initiative.

(Please limit to 300 words)

The project will enhance the knowledge of design professionals and community stakeholders related to best practices for the built environment related to walking and bicycling. Ultimately, the training will impact the built environment of the Wichita and other communities through the incorporation of the best practices into projects.

In the space provided, please include evidence of your organization's capacity to implement the proposed activities and achieve the anticipated results within the proposed timeframe. In addition, include quantitative data demonstrating your organization's achievement of objectives for similar projects.

(Please limit to 300 words)

The City of Wichita has a track record of success with similar projects, including the Pedestrian Facility Design Training as part of the Wichita Pedestrian Master Plan.

By checking the following box I acknowledge I have read and understand the following statement:

At the end of the application is a REVIEW & SUBMIT button. The first time you click the REVIEW & SUBMIT button, it is asking you to review your application one more time before submission. It also will let you know if you did not fill out the application completely or have any errors. After reviewing and making any necessary corrections, you must click on the SUBMIT button a second time for your application to be submitted. Your application has been submitted successfully only after you have received an automated acknowledgement e-mail .

Yes

By checking the following box I acknowledge I have read and understand the following statement:

Grant funds will be awarded via electronic funds transfer; therefore, I have completed and sent the Authorization Agreement for Direct Deposits to the Kansas Health Foundation via email or fax. I understand the Authorization Agreement must be submitted by March 16th; otherwise my application will not be reviewed. After emailing or faxing the Authorization Agreement please confirm its receipt with Mary Poort, Kansas Health Foundation Finance Assistant, at mpoort@khf.org .

Yes

Attachments

Title	File Name
Board of Directors	City Council Members.pdf

Files attached to this form may be deleted 120 days after submission.

Kansas Health Foundation Budget

How will the KANSAS HEALTH FOUNDATION REQUESTED funds be spent? Please provide details below:

The line items listed below are only for the amount you are **REQUESTING** from the Kansas Health Foundation.

Budget Category	Dollar Amount
Personnel (Existing)	\$1,000.00
Fringe Benefits (maximum 25% of salary)	\$0.00 Meets Criteria
Personnel (New)	\$0.00
Fringe Benefits (maximum 25% of salary)	\$0.00 Meets Criteria
Consultant	\$10,000.00
Travel	\$0.00
Equipment	\$400.00
Supplies	\$500.00
Printing	\$400.00

If you have any other budgeted items that do not fall into the categories given above, please enter the name of the budget item followed by the amount in the additional spaces provided below

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OF ALL BUDGET CATEGORIES ABOVE

\$12,300.00

*Indirects (maximum 10% of requested grant amount)

\$290.00 Meets Criteria

TOTAL AMOUNT REQUESTED FROM KANSAS HEALTH FOUNDATION

\$12,590.00 Meets Criteria

*The Kansas Health Foundation will allow indirect costs (costs that are not project-specific but instead support the organizations overhead) up to a maximum of ten percent of the requested grant amount. Indirects are those costs that are not easily identified with a specific program, yet are necessary to the operation of the program. Examples: postage, telephone bills, printer ink, facility rent or lease, utilities.

The Indirects budget category should never be greater than \$2,272.73. Please see calculation below:	
Direct costs	\$22,727.27
Indirect costs	\$2,272.73
Total Request	\$25,000.00

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Knight Cities Challenge – Bicycle Wayfinding Project

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant application and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. Plan Strategy 2 recommends that the City install a bicycle route wayfinding system.

On October 1, 2014, the John S. and James L. Knight Foundation announced the Knight Cities Challenge – a national challenge seeking new ideas to make the 26 Knight communities more vibrant places to live and work. The winners of the challenge will receive a share of \$5 million and become part of a network of civic innovators. The application process consisted of two rounds. First round submissions were due on November 14, 2014, and consisted of approximately two one-paragraph descriptions of the project. Planning staff submitted an application for the bicycle wayfinding project.

On January 12, 2015, the Knight Cities Challenge finalists were announced. Out of more than 7,000 submissions, 126 finalists were invited to submit a second round application. The City of Wichita bicycling wayfinding project was one of three Wichita projects invited to submit a second round application. On February 2, 2015, staff submitted the final City of Wichita bicycle wayfinding project application for the Knight Cities Challenge.

Analysis: The proposed action for the City Council to approve the grant application is retroactive, as the grant application was submitted on February 2, 2015. If the application is approved by the City Council, it is anticipated that the City will learn the results of the application in spring of 2015. If the City Council does not approve the grant application, City staff members can contact the Knight Foundation to withdraw the application.

If successful, the City of Wichita Bicycle Wayfinding Brings Neighborhoods Together project would help to implement the Wichita Bicycle Master Plan through the permanent and temporary installation of bicycle wayfinding.

Financial Considerations: The funding request is for \$205,000. The grant does not require a local match and a local match is not proposed. The Grant application indicates that if the Knight Cities Challenge is successful, the City will apply for funding from the Wichita Community Foundation later this year to help fund the project. Any application for funding from the Wichita Community Foundation will be presented to the City Council for approval as a separate agenda item.

Legal Considerations: A grant agreement will be submitted for review and approval by the Law Department if the grant proposal is successful.

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

Attachments: City of Wichita Knight Cities Challenge Bicycle Wayfinding Brings Neighborhoods Together Application

Knight Cities Challenge

1/29/2015

Title

Bicycle Wayfinding Brings Neighborhoods Together

Application Type

Organization (non-profit)

Organization Name

City of Wichita

Name (Project Lead)

Scott Wadle

Amount Requested

Total Project Budget

Project Location

Wichita, KS

Location Details

NA

One Sentence Description (one sentence)

The Wichita community attracts talent, brings diverse neighborhoods together, and learns about the power of community through bicycle wayfinding and crossings improvements.

Description (200 words or less)

The project will advance talent, opportunity and engagement in Wichita— through bicycle route and wayfinding improvements. The project will be undertaken by volunteer citizen action teams, paired with a design consultant. The teams will be responsible for selecting previously identified bikeable streets and existing bikeways for improvements. Team members will work together to install the temporary low-cost wayfinding and crossing improvements (i.e. paint and stencils; temporary signs and posts, traffic calming etc.). After installation, community rides will encourage Wichita stakeholders to experience and evaluate the improvements. A community prioritization process will identify the top priority improvements for permanent installation by the City. The designs for the other improvements will be kept as shovel ready projects for permanent installation at a later date.

Citizen engagement will be a priority throughout the project. A variety of outreach methods will be used to announce volunteer opportunities, collect citizen ideas, encourage feedback, and educate. The communications will help advance understanding of local government processes, the positive impacts of bicycling improvements, and how individuals can get involved in local government to shape their community. This project will be coordinated with the development of the Kansas Health Foundation funded Wichita Bicycle Wayfinding System Plan development process.

Impact

(In 200 words or less describe the impact you hope to have)

This project will have a significant impact on the community as a whole and on individuals in multiple ways. It will help to:

- attract and help retain talent;
- expand economic prospects and bring people together;
- engage people in transforming their neighborhood, community, and City.

This project will help attract and retain talented people by expanding transportation options. Talent is more attracted to cities that provide multi-modal transportation opportunities. This project will expand the Wichita Bicycle Network by clearly marking existing bikeable streets, and enhancing existing bikeways with routing and directional signage.

The bicycle wayfinding improvements will expand economic prospects by increasing access to jobs, housing, education, services, and more. The project will provide opportunities for local business to benefit from increased bicycle access. The improvements will bring people together through volunteer opportunities, and by encouraging people to explore neighborhoods that aren't their own.

People will be engaged and empowered to transform their neighborhood and the city. This project will give people a hands-on opportunity to physically change our city and the knowledge to make long-term impacts. These individuals will help serve as community ambassadors to help share this information throughout Wichita and to engage the community on a larger scale.

Talent/Opportunity/Engagement

(In 300 words or less describe how this project will use place to advance one or more of the key drivers of city success: talent, opportunity or engagement)

Talent

- Mobility - talented people (including Millennials and older generations) are seeking cities that offer multiple ways to get around. Wichita primarily has one robust form of transportation (automobiles). This will be an opportunity to change the dynamic.
- Vibrant lifestyle – bicycles activity make cities more lively and livable. They provide opportunities for positive interactions and experiences; and increase activity in public spaces. Bicycling improvements also create places distinct from other areas of Wichita.
- Diversity of culture – this project brings bicycle connections to a variety of different neighborhoods and Wichita communities. This project is not something being done to them, rather something they are doing to improve their community. The temporary improvements tour will encourage residents and stakeholders from throughout the city to explore neighborhoods that aren't their own.

Opportunity

- Expanding opportunity – the expansion of bicycle facilities expands access to jobs, schools, and other destinations. Additional access to these critical destinations helps to expand opportunities for people of different socio-economic classes, ages, races, etc.
- Crosses divides - bicycling cuts across economic divisions. The low costs of equipment and operations expands opportunity to thousands. It provides opportunities for economic integration by reducing economic barriers, improves access, increases public interaction, and improves neighborhood economies through human-scale transportation. It also provides opportunities for people to explore neighborhoods that aren't their own.
- Reducing costs – bicycling creates opportunity by reducing transportation costs both for individuals and for the community.

Engagement

- Action - this project allows citizens to hands-on shape their community.
- Spaces – people will help remake streets into public spaces with more opportunities for interactions. It also reduces crime by increasing the number of eyes on the street.
- Knowledge – the project will help citizens understand how projects are funded and prioritized – including who makes decisions and when are the important opportunities to provide input.

Learning

(150 words or less describe what you hope to learn from this project)

This project will allow us to learn if...

- small teams of volunteers can have lasting changes on cities;
- on-street bicycle improvements can be phased in over time
- local learning and doing improve local capacity for change;
- temporary bicycle projects can improve relations with property owners adjacent to the proposed projects;
- temporary improvement projects can be paired with long-term planning and result in efficiencies for long-term changes;
- bicycle wayfinding will crease the use of already bikeable streets;
- bicycling can become a viable mode of transportation in one of the lest congested large American cities;
- residents of Wichita have the desire and capacity for physical transportation system changes; and
- designs for temporary bicycle improvements increase community capacity for design and development of future bikeways.

The project will also include an evaluation phase to quantify the traffic changes, social, and economic impact of the projects.

Leadership

(Please provide a short bio of your primary team members and the relevant expertise they bring to the project. Please limit the bios to 150 words per person.)

The primary team members responsible for administering and managing the project are listed below. The entire project team will consist of community partner organizations and consultants. The list below has been compiled in order to show expertise and ability to implement the project.

- Scott Wadle
Mr. Wadle is a Senior Planner for the Wichita-Sedgwick County Metropolitan Area Planning Department, with more than 10 years of experience working on community planning projects. He is the project manager for the Wichita Wayfinding System Plan and the staff member assigned to assist the Wichita Bicycle and Pedestrian Advisory Board. In addition to his current projects, Mr. Wadle served as the project manager for the award winning Wichita Bicycle Master Plan, Wichita Pedestrian Plan, and Delano West Douglas Avenue Bicycle Parking Plan.
- Paul Gunzelman
Mr. Gunzelman is the Assistant City Engineer for the City of Wichita, with more than 20 years of experience working on civil engineering projects. He is the project manager for the design and construction of nearly 20 miles of new

bikeways – including: 1st and 2nd Street bike lanes; Market and Topeka bike lanes, Armour bicycle boulevard; Woodchuck bicycle boulevard; and the Sycamore shared lane markings. In addition to his experience on bicycle related projects, Mr. Gunzelman also served as the project manager for the City project to upgrade approximately 450 traffic signals; the project to improve the Pawnee and Broadway intersection; and the arterial sidewalk and wheelchair program.

- Aaron Henning

Mr. Henning is the Maintenance Engineer for the City of Wichita. He is a licensed professional engineer, with more than 14 years of experience managing municipal public works design, construction, and maintenance projects. As the Maintenance Division manager, he is responsible for myriad operations and programs devoted to the preservation and repair of the City's street network and appurtenances, including pavement markings and signs. Mr. Henning has served as a technical advisor for the Wichita Bicycle Master Plan, Wichita Pedestrian Master Plan, Multi-Modal Policy and other transportation development projects.

- Lauragail Locke

Ms. Locke is the Marketing Director for the City of Wichita and is responsible for promoting City of Wichita services. Her responsibilities include managing traditional, digital, and social media campaigns as well as branding efforts for the City. She has won local and international awards for her marketing efforts. She also has extensive social media experience and initiated the City's social media town hall meetings to increase citizen engagement in the budget process. She has provided related social media training sessions for other municipalities. Ms. Locke also has extensive experience as a journalist. Prior to joining the City, she served as an award winning reporter/substitute anchor for the local NBC affiliate and covered city and county government. Ms. Locke's accomplishments include a marketing campaign for Wichita golf that contributed to a net revenue increase and the launch of multiple City of Wichita social media sites.

- Janet Johnson

Janet Johnson is the supervisor of the Office of Community Engagement, a Division in the City Manager's Office. It includes three Community Liaisons and three clerks; and is responsible for institutionalizing a culture of improved community engagement practices that serve both City government and community needs while simultaneously building trust and meaningful partnerships with community stakeholders. Additionally, the Office of Community Engagement is responsible for running three Neighborhood Resource Centers located in low-income neighborhoods. The primary goal of the Centers is to serve as a resource and help move low income citizens to self-sufficiency. The Community Liaisons serve as the conduit between neighborhoods and City government. Prior to her current position, Janet served as a Neighborhood Assistant and as the Public Information

Officer for the Wichita Police Department. Her experience also includes work at SRS and as a drug and alcohol counselor.

Resources

(In 150 words or less describe the resources [time, people etc.] that you have access to that will help you execute this project.)

Community Partners (including but not limited to the following)

- Wichita Independent Neighborhoods – assistance with recruitment of volunteers and bike tour
- Bike Walk Wichita – assistance with recruitment of volunteers and bicycle tour
- Health and Wellness Coalition of Wichita – assistance with volunteer and bicycle tour
- Young Professionals of Wichita – assistance with recruitment and marketing
- Wichita Ministerial League – assistance with volunteer recruitment
- United Way of the Plains – assistance with volunteer recruitment
- Chamber of Commerce – assistance with volunteer recruitment

City Resources

- City of Wichita (Wichita) Engineering design staff – assistance with the review of designs and installation
- Wichita Maintenance staff – assistance with temporary improvements installation
- Wichita Office of Community Engagement – assistance with communications and volunteer recruitment
- Wichita Park and Recreation staff – assistance with bicycle tour event

Funding

- Kansas Health Foundation grant - \$50,000 for the development of the Wichita Bicycle Wayfinding System Plan
- Wichita Community Foundation grant - \$50,000 (approximate) application on September 1st

Variables

(In 150 words or less describe any variables that could hinder your ability to complete this project and your plan to deal with them. For example permits or partners required or site control)

Below is a listing of challenges and how they will be addressed.

- Limited staff hours - we will hire consultants to help undertake the work.
- Coordination of volunteers - we will partner with an existing organization experienced with coordinating volunteers for city-wide events.
- Resistance change – the project will install temporary installations that allow for people to experience the changes, with the ability to make adjustments, and determine if it is good fit.
- Dangerous streets/crossings – the project will take place only on streets that are currently bikeable without major changes.

- Consistent design – we will contract with design professionals to assist volunteer teams to help ensure that the improvement designs are consistent.
- Funding – the project will be prioritized on short-term improvements with the most significant impact on the key factors for successful cities. Secondary priorities be long-term improvements through development of designs and limited installation of top priority improvements.

Timeline

(Every Knight Cities Challenge grant period is 18 months. In bullets please provide a timeline of key activities. Please note - projects are not required to last the full 18 months.)

- 1st Quarter 2015
 - Initiate project staff team meeting
 - Set up grant in financial system
 - Write RFP(s)
 - Issue RFP(s) for consultants(s)
- 2nd Quarter 2015 (note: Bike Month is June)
 - Enter into contract with consultant team(s)
 - Establish project communications presence (webpage, email, social media, etc.)
 - Begin communications and public input opportunities
 - Advertise volunteer opportunities
 - Host open house #1
 - Formation of volunteer action teams
 - Select project corridors
 - Develop designs for project corridors
 - Install temporary improvements
- 3rd Quarter 2015
 - Apply for Wichita Community Foundation grant
 - Evaluation of corridors
 - Updates and changes to temporary improvements
 - Refine designs
- 4th Quarter 2015
 - Bicycle tour event
 - Identification of top priority corridors for permanent installation
 - Clean-up and removal of temporary improvements
 - Finalize construction design documents
- 1st Quarter 2016
 - Issue bids for construction
- 2nd Quarter 2016
 - Construction
- 3rd Quarter 2016
 - Evaluation of corridor(s)
 - Evaluation of project
 - Final project report

Communication

(In 150 words or less describe how you will document and tell your story and share and disseminate what you learn.)

The story of this project will primarily be documented and shared through media briefings, the City's website, social media, a new blog site, email campaign, Activate Wichita (an online civic engagement tool), and through the volunteer participants who will serve as ambassador's to the larger community. The use of social media will provide a more participatory and dynamic platform, where individuals can provide comments to help improve the project. The blog will serve as a repository for the experiences from the project and central destination for future events. The volunteer participants will serve as ambassadors to the larger community by relaying on their experiences and new knowledge about the function of local government. They will help increase attachment to our community and transfer of knowledge to stakeholders. Email distributions will be used as a low-cost method of distributing information about the project both to local stakeholders and national organizations.

**2014-2015
Final Application
Budget Form**

Please note: use this budget form **only for the project proposed** in your Knight Cities Challenge final application.
Please break down income and expense line items in the description box and provide a brief budget narrative.

Project name:	Bicycle Wayfinding Brings Neighborhoods Together
Applicant name:	City of Wichita
Amount requested:	

INCOME		
Line Item	Total Amount	Description
Knight Cities Challenge grant request:	\$205,000.00	
Other foundation support:	\$100,000.00	50K = Kanas Health Foundation - Wichita Bicycle System Plan; 50K = Wichita Community Foundation grant application
Federal/local government support:	\$0.00	
Parent organization support:	\$0.00	
Crowdsourcing (estimate):	\$2,000.00	
In-kind contributions:	\$15,840.00	Assumes 100 volunteers donate the equivalent work as a street maintenance field employee at \$13.20 per hour, and 12 work hours
Other (specify):		
TOTAL INCOME:	\$322,840.00	

EXPENSES		
Line Item	Total Amount	Description
Salaries & benefits (please list):	\$26,181.00	<i>This will fund staff hours for staff to assist the volunteer work teams, staff hours for project administration, and fund the volunteer recruitment and coordination efforts.</i>
Space and materials:	\$5,000.00	<i>This will fund the rental of any meeting spaces, printing, and any other necessary materials for the project.</i>

Capture and communication:	\$45,000.00	<i>This will fund communication efforts for the 18 month duration of the project. This assumes an intense campaign with approximately \$3,000 per month to hire an outside firm to undertake the communications effort and approximately \$1,150 per month for advertising, materials, and related expenses.</i>
Learning and assessment:	\$20,000.00	<i>This will fund learning and evaluation associated with the project. This line item will allow for the hiring of a team to develop the evaluation process; conduct pre and post surveys; and a final report at the end of the project.</i>
Temporary bicycle wayfinding materials and installation	\$47,340.00	<i>This will fund the purchase of materials and related supplies for installation by volunteers. The temporary improvements include bicycle wayfinding signage, shared lane markings, and traffic calming</i>
Long-term bicycle wayfinding improvements installation	\$65,000.00	<i>This will fund contracts for long-term installation of the top priority bicycle wayfinding improvements</i>
Design and planning consultant services	\$39,319.00	<i>This will fund hiring consultants to assist with the design of the temporary improvements, train the volunteers, develop final designs for the corridors, collect necessary data (speeds, crashes, parking, etc.), coordinate with the development of the Wichita Bicycle Wayfinding System</i>
Bicycle Temporary Improvements Tour Event	\$20,000.00	<i>This will fund a consultant team to plan, coordinate, program, and host a bicycle tour event to encourage community residents and stakeholders to tour the temporary improvements.</i>
Temporary bicycle improvements clean-up	\$5,000.00	<i>This will fund any costs associated with clean-up of the temporary improvements installation.</i>
Bicycle wayfinding system plan	\$50,000.00	<i>This will fund the development of the Wichita Bicycle Wayfinding System Plan and coordinate its development with the lessons learned from the installation of temporary bicycle wayfinding and permanent improvements</i>
TOTAL EXPENSES:	\$322,840.00	

	INCOME	EXPENSES
TOTALS:	\$322,840	\$322,840

City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Sunflower Foundation Community Trails Grant Application

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant application and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The Plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. The Plan identifies the Redbud Path from Oliver to K-96 as the Top Priority Off-Street (Shared Use Path) Bicycle Facility.

On June 5, 2013, the Kansas Department of Transportation (KDOT) notified the City of Wichita that the City was awarded \$496,243 of Federal Transportation Enhancement funding for the construction of the Redbud Path from Oliver to Woodlawn. This is a continuation of the existing path from I-135 to Oliver that is currently under construction.

On August 6, 2013, the City Council approved design agreements for seven bicycle enhancement projects, including the Redbud Path from Oliver to Woodlawn.

On January 16, 2015, the Sunflower Foundation announced that they are seeking grant proposals for the Community Based New Trails or Trail Expansion. The program will fund a one year grant up to \$55,000 for the construction of new trails or expansion of existing trails. The grant requires a dollar for dollar match. Up to \$40,000 of the grant can be used for surface materials and/or construction; and up to \$15,000 of the grant can be used for other infrastructure and/or elements (i.e. bridges, culverts, trees, distance signage, etc.). The deadline for proposals to be submitted is 5 pm on Wednesday, March 11, 2015.

Analysis: The Sunflower Foundation grant funding will help fund the construction of the Redbud Path. The project is anticipated to be completed within the one-year term of the grant.

Financial Considerations: If successful, the Sunflower Foundation trails grant would fund \$40,000 for construction of the path. The City funds previously programmed for the Oliver to Woodlawn segment of the Redbud Path will be used for the required Sunflower grant local match.

Legal Considerations: A grant agreement will be submitted for review and approval by the Law Department if the grant proposal is successful.

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

Attachments: Draft Sunflower Foundation Grant Proposal

Sunflower Trails - Community-Based New Trails or Trail Expansion

Sunflower Trails - Application for New Trail Construction RFP #15-102

Request for Proposals (RFP) #15-102

Sunflower Trails: Community-Based New Trails or Trail Expansion

Deadline: 5:00 pm CST on Wednesday, March 11, 2015

Contact: Elizabeth Stewart, estewart@sunflowerfoundation.org or 785-232-3000.

The Sunflower Foundation invites communities and non-profit organizations working on behalf of communities to submit proposals for the Sunflower Trails funding initiative #15-102: Community-Based New Trails and Trail Expansion activities. The foundation is funding this program to support the concept of the "built environment" as a strategy to increase opportunities for physical activity in Kansas communities and therefore reduce the prevalence of obesity.

The Sunflower Foundation plans to award one-year grants up to \$55,000 for the purpose of constructing new trails or expanding existing trails. Grants will be awarded based on the quality of the proposals as well as alignment with the current RFP criteria and the foundation's mission. Applicants must demonstrate a match of \$1 for every \$1 requested.

DEADLINES AND SUBMISSION PROCESS

1. Proposal Deadline

Proposals must be submitted online by 5:00 pm, CST, Wednesday, March 11, 2015.

2. Submission Process

- a. All applicants are asked to review this entire RFP, then contact program officer Elizabeth Stewart to schedule a brief discussion (approximately 20 minutes) about the proposed trail project. Please contact Elizabeth by email at estewart@sunflowerfoundation.org or call the foundation at 785-232-3000 or 1-866-232-3020.
- b. **There will be an informational webinar scheduled for Wednesday, January 21, at 10:00am CST.** While attending the webinar is not mandatory, it is highly recommended for all interested applicants. Information with the webinar log-in information will be posted on the foundation website and Facebook page by Friday, January 16, 2015.
- c. All interested applicants must speak to program officer Elizabeth Stewart, regardless if they attend the informational webinar. After the discussion, applicants who are ready to proceed will receive the electronic link to the appropriate online application. All proposals must be submitted online.
- d. All applicants are encouraged to open an account and review the online application as early as possible. Applicants are encouraged to read through the entire application before beginning the proposal submission process.

3. Funding Announcements

For applications received by the deadline of Wednesday, March 11, 2015, funding announcements are expected by Friday, April 17, 2015.

BACKGROUND

The "built environment" of many Kansas communities influences opportunities for community members to be physically active. The Centers for Disease Control (CDC) defines the built environment as the buildings, roads, fixtures, parks and other man-made entities that form the physical characteristics of a community; the CDC also notes that built environments influence patterns of daily living that, in turn, influence health. Enhancing elements of the built environment is one strategy to increase physical activity and reduce the prevalence of obesity. Communities need safe, attractive and accessible places for individuals and families to be physically active, and building community-based trails is one way to create a built environment that encourages healthy behaviors. The Sunflower Trails program began in 2005 as part of the foundation's Healthy Living initiative. Since then, the foundation has helped support more than 130 trails projects across the state.

PROGRAM DETAILS

1. Summary

The goal of this funding initiative is to improve the health of Kansans of all ages by offering support to build new, community-based trails that increase the opportunity for physical activity. The trail may be used for walking or multi-use (e.g., cycling, jog strollers), but cannot include use by motorized devices (other than wheelchairs) or vehicles. **Please note this particular RFP (#15-102) is intended to fund the construction of community-based new trails OR trail expansions at least ½ mile in length.** Applicants who wish to improve existing trails or build trail connector(s) should refer to RFPs #15-103 and #15-104, respectively.

2. Eligible Organizations

Eligibility:

To apply for a Sunflower Trails Grant under this RFP, applicants must meet one of the following criteria:

- Demonstrate a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; or
- Be an instrumentality of state or local government.

Exclusions:

- Entities that have an active (i.e., current) Sunflower Trails grant may not apply for funding under this specific RFP.
- Entities that apply for funding under this specific RFP may not apply for funding under any other open trail RFP's.

Other Considerations:

- The Sunflower Foundation is committed to helping as many Kansas communities as possible develop and enhance trails. Thus, there will be times when funding may not be available to organizations with multiple past grants in the Sunflower Trails program. This is a competitive grant program.

3. New Trail or Trail Expansion Construction Requirements

- a. Length - This RFP seeks applications for trails that will be a minimum of one-half mile (2,640 feet) in length. Proposed trails that are less than one-half mile because of local conditions/factors will be considered on a case-by-case basis only.
- b. Width - The width of the proposed trail will depend on the scope of the project and site limitations, however a minimum of 6 feet is expected.
- c. Access - Public access to the trail is required, though hours may be restricted for user safety (e.g., daylight hours only). Trails are expected to be on public property. If you have any questions, please contact program officer, Elizabeth Stewart.

4. Grant Awards & Use of Grant Funds for RFP #15-102 (may not exceed a total of \$55,000)

The grant limits for RFP #15-102 are directly related to building a new trail or trail expansion in order to increase opportunities for physical activity. Unless otherwise noted, applicants may apply for any combination of the components listed below.

5. Allowable Expenses for New Trail or Trail Expansion Construction

SURFACE MATERIALS AND/OR CONSTRUCTION EXPENSES

Up to a maximum of **\$40,000** based on the following variables:

- o Trail length: minimum one-half mile/2,640 feet.
- o Trail width: a minimum of 6 feet is expected; wider trails are encouraged when appropriate.
 - The selection of surface materials (concrete, asphalt, crushed rock, etc.) is at the applicant's discretion, but should be described in the application narrative.
 - Construction expenses may include the cost of labor and/or materials directly related to the preparation of the trail site (e.g., grading, drainage) or to install the surface materials.
 - Please Note: Expenses related to the aesthetics of the surrounding area such as grass, mulch, irrigation systems, and so forth are not covered.

INFRASTRUCTURE AND ENHANCEMENTS

Up to a maximum of **\$15,000** (any combination of the options listed below):

Infrastructure for Design and Safety

- o Necessary features to ensure sustainability of the trail (culverts, pipes, etc.)
- o Necessary features to ensure safety (bridges, fencing, etc.)
- o Applicants need to describe how the infrastructure expenses are essential to the construction of the proposed new trail or trail expansion.

Trees

- o Trees should be varieties that will produce shading and/or wind screening rather than merely ornamentation.
- o Applicants must provide justification for tree selection, considering the following factors: 1) native species that are appropriate to the location, 2) durable, 3) long-lived, and 4) disease and drought resistant.

Distance Signage

- o Distance signage is intended to help users plan and keep track of trail usage.
- o Trailhead signage will only be considered if trail distance information is included on the sign.
- o The type of signage material and decision on how to mark distance (e.g., 1/10 mile, 1/4 mile etc.) is at the applicants' discretion.

*Although applicants are permitted to seek any combination of the infrastructure/enhancement

funds listed above, the amount of these expenses will be considered in proportion to the overall trail budget, the amount used for actual trail construction expenses, and overall scope of work.

6. Matching Funding Requirement

Applicants must demonstrate a match of \$1 for every \$1 requested from the Sunflower Foundation. The dollar match is for the total amount requested for the project, not by individual category (e.g. trail construction, bridges, trees, etc.).

- a. Monetary - Applicants must adequately describe additional resources of revenue for the RFP dollar match (e.g. letters of support or commitments from donors, description of fundraising efforts for future revenue, verification of city match by letter of commitment, etc.).
- b. Donated Materials or Services - Based on review, the match may include the following items:
 - Donated materials specifically related to the trail, including surface materials, essential infrastructure items (e.g. fences, railings, bridges, drainage tubes, etc.), distance signage and/or trail treescaping; and
 - Trail construction services donated by a third party vendor (excluding volunteer time, or work services by the organization directly seeking the funding).

Note: Donated items attributed to the required match must have a documented fair market value (as demonstrated through bids). Materials or services donated in-kind cannot be considered as part of the cash match.

The match may NOT include the following items:

- General operating or overhead/indirect expenses;
- Staff salaries/benefits;
- Volunteer time;
- Work services by the organization directly seeking the funding (e.g., a city seeking trail funds may not include that city's time to construct the trail as part of the dollar match. Such services may be considered an in-kind donation, but will not count for the dollar match); or
- Trail amenities, such as exercise stations, playground equipment, benches, gazebos, general landscaping and so forth.

7. Grant Term

The grant term is not to exceed one year. The grant term will begin upon execution of the Letter of Agreement (LOA) between the grantee and the foundation. Bids to demonstrate fair market value are necessary to execute the LOA. A delay in furnishing bids will delay execution of the LOA. It is expected that LOAs will be executed and projects will be underway within 90 days of the funding announcement.

8. Reporting Requirements

The reporting requirements and deadlines will be clearly stated in the Letter of Agreement between the grantee and the foundation. The grantee will be required to submit a progress report/financial report at approximately 6 months into the grant term and a final report/financial report at 12 months or upon completion of project. The grantee will be asked to download and use the forms provided on the Sunflower Foundation website.

EVALUATION OF PROPOSALS

1. Review and Selection Process

The foundation uses a combination of internal and external reviewers to evaluate and rate each

proposal using a general set of criteria as well as distinguishing factors of consideration. All proposal sections, including the narrative, budget, and supporting documents are reviewed and considered. In addition, foundation staff or others advising the foundation may conduct a site visit of the proposed trail site prior to funding. These visits will be pre-arranged at no cost to the applicant. Recommendations by the review committee go to the Sunflower Board of Trustees for final consideration and approval.

2. Criteria and Considerations

The following factors will be among those considered in determining funding decisions. Such factors may be described in the project narrative and supported through additional documents such as the budget narrative, expense bids, letters of support, plans for trail promotion, and so forth.

Well-developed proposals will include evidence, description, demonstration and documentation of the following:

- The proposed trail/trail expansion is a direct response to an expressed desire for the trail by community members and other potential users (when possible, please use supporting data and information such as community health assessments, surveys, letters of support, local statistics, and so forth);
- The proposed trail/trail expansion is preferably part of a well-developed community plan to create a built environment conducive to physical activity and healthy living (if no such plan exists but the proposed trail is one of the first steps in such a direction, please explain);
- Community/civic partnerships will help support and maintain the proposed trail/trail expansion for a minimum period of 10 years;
- There is a well-defined and continuous plan for promoting the trail through different methods of outreach, public relations, education, collaboration, and so forth; and
- There is a well-defined and continuous plan for evaluating trail usage (e.g., trail counters, surveys, use of social media).

In addition, the following criteria will be considered:

- The diversity of partners and scope of collaborative efforts including local fundraising efforts, demonstrating a variety of stakeholders in the trail's success;
- The size of the community population and potential pool of trail users in proportion to the amount of funding requested;
- The ability of the proposed trail/expansion to serve the needs of those in the community with low socioeconomic status and/or limited opportunities for outdoor physical activity; and
- The inclusion of all requested documents and sections of the RFP application.

3. Application Bid Policy

The actual grant award is based upon the budget furnished with the application, and the budget should be based upon the bids received while developing the trail project plan. All applications should include three (3) bids for each items requested (e.g., 3 bids for the trail construction, 3 bids for the trees, etc.). If your organization has an internal policy that does not allow the solicitation of bids prior to funding, please include a copy of this policy with the application. Also include an engineering estimate for the cost of the trail as well as estimates for other requested items. The budget should be based on these estimates. Applications submitted without bids will not be reviewed in this funding cycle. Please contact program officer Elizabeth Stewart with any questions.

4. Funding Exclusions

Sunflower Foundation grant funds cannot be used for the following:

- Traditional city or neighborhood sidewalks;
- Trail amenities, such as exercise stations, playground equipment, benches, lighting, gazebos, general landscaping; or
- Trails that prohibit public access and/or use. (Trail access may be partially restricted for reasons of user safety; e.g., daylight hours only). Trails are expected to be on public

property. If you have any questions, please contact the program officer.

ONLINE APPLICATION SUBMISSION

Applications must be submitted using our online application process.

1. **Getting Started**

Please open and begin your application as soon as you have spoken with the program officer and received the link to make sure the link is working. If you are new to the Sunflower application process, you will be asked to set up an account with a password.

2. **Hard Copy Application**

Please print off a copy of the application as a first step. This will help you keep track of all required components. Look for the "printable version" tab at the top of the online application page.

3. **Returning to the Application**

Once you have started an application, you can use the one-step quick link "For Grantees" at the bottom of any page on the Sunflower Foundation website. The link will allow you to access your application in progress.

4. **Writing the Narrative Offline**

Printing off the application will also allow you to review the project description/narrative components and then create your responses offline. In order to avoid "losing" any data during the online submission process, it is strongly suggested that you maintain a separate copy of your completed proposal narrative and then copy and paste the required sections into the online application. You will also find the original narrative to be helpful when completing grant reports.

COMPONENTS OF THE ONLINE APPLICATION

A. **Online Fields**

(suggested that applicant compose & save offline, then copy and paste into application)

- Applicant Information (online fields)
- Contact Information (online fields)
- Project Description and Project Narrative (online fields)

B. **Attachments - Sunflower Foundation Forms**

(Must be downloaded from Sunflower website; uploaded by applicant as part of final submission process)

- Sunflower Foundation Budget Narrative (MS Word)
- Sunflower Foundation Budget (MS Excel)

C. **Attachments - Additional Forms & Supporting Documents**

(Must be uploaded by applicant as part of the final submission process or submitted in hard copy as outlined on Page 6 "Attachments") Please clearly label all attachments.

Mandatory supporting documents:

- Most recent audit OR a working link to audit online
- IRS Form 990 (if applicable)
- Current financial statements, including income statement and balance sheet

- Bids for trail materials and services, signage, and/or trees (or internal bid policy and estimation of costs)
- Schematic or drawing of the proposed trail or trail expansion

Additional supporting documents (not mandatory, but recommended)

- Photos of the site of the proposed trail or trail expansion
- Letters of support or other applicable evidence of community commitment and collaboration

NOTE: Additional documentation may be requested during the application review process. If applicants have difficulty uploading attachments, please contact the foundation prior to the application deadline date.

EXTERNAL EVALUATION OF TRAIL PROJECTS

If your organization is awarded a trail grant, it is possible you will be asked to participate in an external evaluation funded by the Sunflower Foundation in order to learn more about the possible impact of trails in the state of Kansas. Such an evaluation would be of no extra cost to your organization and designed to minimize any disruptions to your project. Such an evaluation should not be considered an alternative to your community's internal trail evaluation plan.

NOTICE OF PUBLIC DISCLOSURE

The Sunflower Foundation is subject to the Kansas Open Meeting Act (K.S.A. 75-4317 *et seq*) and the Kansas Open Records Act (K.S.A 45-215 through 45-223). Consequently, all materials received in this application process may be subject to public release pursuant to these statutes.

Applicant Information

Getting Started

To navigate through this application, please be sure to use the page number links at the top of the application or the 'Next' link at the bottom of the application. You will lose your data if you use the browser's back and forward buttons.

Please note the navigation links at the upper right of the page: 'Contact Us' to send an email question, 'Downloads & Forms' for tips on completing the application and required forms, or 'Exit', which will return you to our main website.

Name of organization that is fiscally responsible for the grant funding (prime applicant)
 City of Wichita

(If applicable) Name of the organization that is responsible for project management, if different from the primary applicant;. e.g. coalition, citizens group, non-profit

Address	City	State	Zip Code
455 N Main Street, 10th Floor	Wichita	KS	67208

Phone	Fax
Please use (xxx-xxx-xxxx) format	Please use (xxx-xxx-xxxx) format
316-352-4855	

Website
 www.wichita.gov

County of Organization	Tax ID	Tax Status
Sedgwick	486	Governmental agency

Click 'Next' to continue to page 3, or click 'Save and Finish Later' to complete the application at a later time. As a precaution, we recommend saving each page when it is completed.

Contact Information

Helpful Hint - Once in the application, you may access an easy-to-read snapshot of the entire application by clicking the "Printer Friendly Version" link at the top of the page.

Executive Director or Other Authorized Signer for Organization

Prefix	First Name	Middle Name	Last Name	Suffix
The Honorable	Carl		Brewer	

Title	E-mail
Mayor	cbrewer@wichita.gov

Address	City	State	Zip Code
455 N Main Street 1st Floor	Wichita	KS	67202
Phone	Fax		
Please use (xxx-xxx-xxxx) format	Please use (xxx-xxx-xxxx) format		

Project Manager

If different from individual named above

Prefix	First Name	Middle Name	Last Name
Mr.	Scott		Wadle
Title	E-mail		
Senior Planner	swadle@wichita.gov		
Address	City	State	Zip Code
455 N. Main Street 10th Floor	Wichita	KS	67202
Phone	Fax		
Please use (xxx-xxx-xxxx) format 316-352-4855	Please use (xxx-xxx-xxxx) format		

Contact For This Application

If different from individual named above

First Name	Last Name
Scott	Wadle
Title	
Phone	E-mail
Please use (xxx-xxx-xxxx) format	

Project Description & Narrative

IMPORTANT: Do not use your browser's BACK key - you will lose all unsaved data!

TRAIL PROJECT DESCRIPTION

Trail Project Title (Name of Trail)	Anticipated Length of Project
Redbud Path - Oliver to Woodlawn	In whole months
	12
Description of Trail/Scope of Work	
This project will install an approximately one mile long 10' wide concrete path from Oliver to Woodlawn in Wichita, Kansas.	
Anticipated Start Date	
07/15/2015	

Type of Organization	If you chose "Other" for type of organization, please explain here.
Please choose the one that most accurately describes your organization. Governmental	
Program Area	
Rail-Trail (Health Promotion / Disease Prevention / Health Education-Built Environment)	
County of Lead Organization	
Sedgwick	
County where Trail will be located	
NOTE: Please list additional counties if the trail crosses county lines. (Please refer to the Kansas County Abbreviations form available under the "Application Forms" link above.)	
SG	
Please list any additional counties served by this project.	

Population Served by this Project
NOTE: Please select all that apply, leaving unnecessary fields blank.

Target Population	Age Group	Ethnicity	Gender
Urban	All Ages	All	Both
Student (University)	Young Adults (19-23)	All	
Multiple Groups	All Ages	All	

PROJECT NARRATIVE

Please complete a comprehensive narrative addressing ALL of the following points.

Please label your responses to match the requested information.

I. INTRODUCTION

1. Briefly describe the history and mission of your organization and/or community.

The mission of the City of Wichita is to provide an environment to protect the health, safety, and well being of all who live and work in the community. In directing policies and programs toward that end, the City assumes a stewardship role to preserve the assets and natural resources entrusted to its growth, to assure equality of opportunity and to contribute to the quality of life for all citizens.

2. Identify and describe all key partners for this project and describe the roles they will play.

Area residents and stakeholders - they have provided input and feedback through the District Advisory Board public input review.

KDOT- has provided nearly \$337,000 of Federal Transportation funding to construct the path.

3. Describe any trail projects in your community previously funded by the Sunflower Foundation and explain if this request is related.

The City of Wichita previously applied and was awarded funding for the Redbud Path from I-135 to Oliver. Fortunately, the City was awarded Federal transportation funding for the project. That funding ultimately led the City to not utilize the Sunflower Foundation funding for that segment. This project will be different as designs are completed and additional funding was secured before this grant application.

II. NEED

1. Need for the project:

- a. Describe the factors that influenced your organization's decision to develop a trail.
- b. Explain any assessments, surveys or other data used to support the desire and need.
- c. Describe the targeted population(s) of trail users.

a.

1. The Redbud Path is identified as the Top Priority Off-Street Bicycle Facility in the Wichita Bicycle Master Plan.
2. This segment of the Redbud Path will connect to Wichita State University, one of the largest employment and educational centers in the City.
- b. The Wichita Bicycle Master Plan process lasted two years and more than 4,000 people were involved in the planning process.
- c. The targeted population of users is everyone, but especially those who work and learn at WSU.

2. Trail Planning

- a. Is this a new trail or does it expand a current trail?
- b. Does the proposed trail fit into the community's overall health and wellness plan (e.g. is the trail part of a comprehensive trail plan, or other community planning activity)?

- a. Yes, this trail will expand the Redbud Path by one more mile and will result in a three mile long path that connects to the I-135 Path and the rest of the Wichita Bicycle Network of more than 60 miles.
- b. The Sedgwick County Community Health Priorities are access; obesity and diabetes; mental health; oral health; and health disparities. Yes, the trail will result in increased physical activity and help to address the county's obesity rates (which are the highest in the state).

3. Explain why you think a trail will improve health in your community as compared to other possible health-related endeavors.

Studies have shown that activity is one of the best counter measures for obesity. Studies have also shown that a significant factor in the physical activity levels of individuals is the proximity to trails and other infrastructure for physical activity.

4. Explain why a grant from the Sunflower Foundation is needed to support this project.

A grant from the Sunflower Foundation is needed to support this project, in order to fully fund the project.

III. GOAL, OBJECTIVES, ACTIVITIES, & OUTCOMES

1. Provide a broad statement of your project GOAL.

Our project goal is to provide safe transportation and recreation opportunities that lead to increased levels of bicycling and walking.

2. List your project OBJECTIVES, stating what you intend to accomplish in measurable terms.

The City intends to increase the amount of bicycling and walking in the City, along this corridor, and in the adjacent neighborhood.

3. List the required project ACTIVITIES and how they will address the identified goal and objectives.

- a. Outline when the activities will occur (i.e., provide a timeline for each step in the process).
- b. While it is expected that projects begin after funding has been awarded, if any of your project activities have already occurred or are currently underway, please explain why you are now seeking foundation support to continue or sustain the project.

a.

2013 - Wichita Bicycle Master Plan endorsed by the City Council

2014 - KDOT awards TE funding

2014 - designs completed

2015 - 2nd quarter - will bid project and enter into contract for construction

2015 - 4th quarter - construction completed

b. The City is seeking additional funding to fully fund the construction of the project.

4. List the intended project OUTCOMES, indicating the desired changes in your community as a result of the trail.

The former RR corridor will be improved to an active and desirable trail corridor

Residents, students and others will become healthier through increased levels of physical activity

Property values will increase adjacent to the corridor, reflecting the positive improvements.

5. Explain the role you believe the trail will play in your community. Do you foresee additional benefits other than a place to be physically active?

The trail will provide a signature trail resource for generations of Wichita stakeholders. It will serve as an example of the possibilities with other undeveloped former railroad corridors.

IV. PROJECT DETAILS

1. Design and Construction

- a. Specify trail length in linear feet.
- b. Specify trail width in feet.
- c. Specify proposed trail surface materials and depth of materials.
- d. Describe trail location and design (schematics may be uploaded in the appendices).
- e. Identify key trail features and any points of interest.
- f. List any challenges to access and safety that will be addressed (e.g. drainage, highways, rail corridors, etc.).

- a. The proposed trail is approximately 5280 feet in length (from one mile arterial to the next)
- b. The paved trail width will be 10 feet
- c. The trail surface will be concrete and 6" deep
- d. the trail location will be the former railroad corridor
- e. Wichita State University is located across the street at Oliver and 17th
- f. The project will improve the signalized intersection and crosswalk at the intersection of 17th and Oliver

2. Access

- a. Describe public access to the trail. Include information about hours of operation, parking, access by walking from other locations, ADA accessibility, etc.
- b. Describe the proximity of the proposed trail to key area attractions and/or facilities (e.g. schools, parks, health centers, etc.).
- c. Describe the surrounding neighborhood and how the trail will be used.
- d. Explain if/how the proposed trail will connect to other trails in the area.

- a. The public will have access to the trail 24 x 7, parking will be accessible on neighborhood streets
- b. The trail will be across the street from Wichita State University
- c. The surrounding residential neighborhoods were constructed in the 1950s and 1960s. A cemetery is located to the north of the west portion of the trail.
- d. The proposed trail will connect to the Redbud Path on the other side of Oliver, which connects to the I-135 Path and the community-wide Bicycle Network.

3. Enhancements

If you are requesting funding for any of the following items, please describe your plans:

- a. Items to improve safety/functionality (fencing, bridges, culverts, etc.).
- b. Signage (type and number of proposed trail distance signs).
- c. Treescaping (type and number of proposed trees for trail shading).

- a. The City will utilize the funding to improve the signal and crossings at the intersection of 17th Street and Oliver; and at Woodlawn.

4. Ownership

a. Trails are expected to be on public land. Describe ownership of the property for the proposed trail.
NOTE: If a private organization is applying for a trail grant on city or county land, the application must include a Memorandum of Understanding from the city or county.

b. If the trail is adjacent to private property, verify that appropriate measures have been taken to secure support from the property owners and to resolve any related trail access issues.

a. The trail will occur on property railbanked by the City of Wichita.

b. The project has been identified in the Wichita Bicycle Master Plan and reviewed at the District Advisory Board.

V. RESOURCES

1. Identify key individuals responsible for the project and the role each will play.

Paul Gunzelman, Assistant City Engineer - he will be the project manager for the construction project.

2. List all sources of existing and potential funding (other than Sunflower Foundation) for the proposed trail. Please give an estimate of the amount and describe whether it is a donation, grant, fundraising efforts, matching funds from the city, etc.

KDOT TE Grant - \$337,500

City of Wichita - \$112,500

VI. EVALUATION

1. Explain how the trail will be evaluated and how assessment data will be collected. Note: if your grant is awarded you may be asked to participate in an external evaluation funded by the Sunflower Foundation. However, this evaluation will not preclude your community's internal evaluation.

The City of Wichita will install automatic bicycle counters along the Redbud Path near I-135. The City will also review Census transportation data for the adjacent areas.

VII. SUSTAINABILITY

1. Describe plans to ensure ongoing financial and promotional support for the proposed trail.

The City of Wichita will maintain the trail using funding from the operating budget and CIP.

2. Maintenance

All Sunflower-funded trails require a plan to guarantee maintenance for at least ten years.

- a. Identify who will assume responsibility for maintaining the proposed trail.
- b. Indicate how the required trail maintenance will be funded.
- c. Describe the plan for routine maintenance.

- a. The City of Wichita will maintain the trail.
- b. The maintenance will be funded through the City CIP and Budget.
- c. Routine maintenance consists of sweeping 4x per year, and replacing any concrete pannels as necessary.

3. Promotion

- a. Describe any events or programs planned to promote the trail. Include both special one-time events and ongoing programs.
- b. List any other groups/organizations that will assist in promoting use of the trail and describe the proposed activities.

- a. A ribbon cutting ceremony may be organized. The trail will be advertised online and in the printed regional bikeway map.
- b. The Wichita Area Metropolitan Area Planning Department will help produce the regional bikeway maps. Bike Walk Wichita will be asked to help organize a community ride.

Budget & Budget Narrative

IMPORTANT: Do not use your browser's BACK key - you will lose all unsaved data!

BUDGET & BUDGET NARRATIVE

NOTE: Please use the Budget and Budget Narrative Forms provided under the "Application Forms" link above to complete this section.

Complete all appropriate budget entries (rounded to the nearest dollar) on the Budget Form. Complete the Budget Narrative Form, explaining the following:

- The amounts requested from the Sunflower Foundation (trail surface materials, construction costs, distance signage and/or trailside trees only); also include a description of other project expenses

listed in the Applicant Organization and/or Other Funding column(s) of the Budget Form (e.g. contractors, supplies, etc.).

- How you will secure the required cash match (NOTE: Applicants must provide a \$1 for \$1 cash match of the Sunflower Foundation award; verification of match is required).
- Any in-kind support from partners and/or applicant.

Total Project Budget

490000

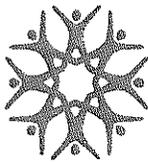
Amount Requested from Sunflower Foundation

40000

Attachments

Title	File Name
Most recent audit and/or 990 (if applicable)	2013 Comprehensive Annual Financial Report (CAFR).pdf
Current financial statements; include income statement and balance sheet	2015-2016 Adopted Budget Overview - small.pdf
Schematic or drawing of the proposed trail	Redbud - Oliver to Woodlawn - Map.pdf
Copies of bids	2012 PURCHASING PROCEDURE MANUAL.pdf
Budget Narrative	15-102BudgetNarrative - Redbud - Oliver to Woodlawn - 2015-02-17.doc

Files attached to this form may be deleted 120 days after submission.



Sunflower Foundation
HEALTH CARE FOR KANSANS

Budget prepared by:	
Name	Scott Wadle
Title	Senior Planner
Telephone	316.352.4855
Email	swadle@wichita.gov

Sunflower Trails Budget Form

15-102 Community-Based New Trails or Trail Expansion

Applicant Organization: City of Wichita

Project Title: Redbud Path - Oliver to Woodlawn

Time Period Covered by this Budget: Start: March 2015 to Finish: March 2016

Note: Round to nearest dollar

Funding (Revenue)	
Sunflower Foundation	\$ 40,000.00
Applicant Organization	\$ 112,500.00
Donated Materials/Services	\$ -
Other Grant Funding (if applicable)	\$ 337,500.00
Fundraising/Donations (if applicable)	\$ -
Other:	\$ -
Total Funding	\$ 490,000.00

Expenses

Trail Building	
Construction Expenses and Materials	\$ 400,168.00
Total Trail Building Expenses	\$ 400,168.00

Trail Infrastructure and Enhancements*

Design and Safety*	\$ -
Trees	\$ -
Distance Signage	\$ -
Total Trail Infrastructure/Enhancements	\$ -

Total Expenses	\$ 400,168.00
-----------------------	----------------------

Notes:

The total funding includes funding for engineering, inspection, WAMPO Tip fee for federal funding, and other expenses beyond the building expenses itemized below.

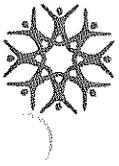
NOTES: 1) Budget amounts entered in the online application must match this budget. 2) Be sure your Budget Narrative clearly explains ALL budget entries included on this form; include the required match. 3) Please input trail data into un-colored cells ONLY

Sunflower Portion of trail building expenses	Cash Match of trail building expenses
\$ 40,000.00	\$ 360,168.00

*See RFP for definitions and allowable items

Sunflower Portion of trail infrastructure/enhancements	Cash Match of trail infrastructure/enhancements
\$ -	\$ -

Total Sunflower Portion	Total Cash Match
\$ 40,000.00	\$ 360,168.00



Sunflower Trails Budget Narrative

#15-102: Community-Based New Trails or Trail Expansion

Instructions:

- This form is intended to complement the Budget Form spreadsheet and includes the key budget items for which Sunflower Foundation trail grant funds are allowed.
- Please provide information about your allowable expenses (costs of the trail project) by using the costs from your bids. Then provide information about your revenue (funding sources) including both the Sunflower Trails grant you are seeking as well as your 1:1 cash match. Finally, provide information on your in-kind donations.
- The dollar amounts on this narrative should match the dollar amounts on the Budget Form spreadsheet.
- Each item for which funding is requested is expected to have three bids, uploaded with the application as supporting documentation. Please clearly label all bids. Applications without bids will not be reviewed.*
- If an item does not apply, write N/A (not applicable) in the space provided.
- If you have already selected a vendor, please note the selection choice on this form and explain the basis for selection. Please include copies of all three bids as part of supporting documentation, not just the selected bids.
- Elongate this form as needed in order to adequately describe all sources of revenue and expenses.

** NOTE: If your organization has an internal policy that does not allow the solicitation of bids before funding is awarded, please include a copy of this policy with the application as well as an engineer's estimate for trail construction and the additional three estimates for each requested item. If you have any questions about the bid policy, please contact program officer Elizabeth Stewart.*

Name of Applicant Organization

City of Wichita

Scope of Work (Please explain your trail project in 1 or 2 sentences)

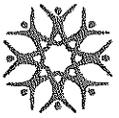
This project will construct the Redbud Path in the railbanked corridor (where 17th Street would be) from Oliver to Woodlawn in Wichita, Kansas.

Allowable Expenses (Costs of Trail Project)

TOTAL Cost of Trail Project (construction, enhancements, etc): \$ 490,000

TOTAL Cost of Trail Construction Only: \$ 400,168

If you have questions about the budget, bids, cash match, etc, please contact Elizabeth Stewart (estewart@sunflowerfoundation.org) or Cheryl Bean (cbean@sunflowerfoundation.org) or call 785-232-3000



Materials/Construction/Other if bids come as one figure: \$

OR

Breakdown of costs if bids come with several figures: \$

- Materials: \$
- Construction: \$ 400,168 (includes materials)
- Other costs associated with trail construction (e.g., hauling of materials): \$ 89,832 (includes engineering, inspection, WAMPO TIP fee for federal funding)

Note: the cost of materials, installation & other activities should add up to the TOTAL cost of trail construction

TOTAL Cost of Enhancements Only (if requested): \$ 0

○ **TOTAL Cost of Design/Safety Features: \$**

- Bridgework: \$0
- Fencing/Railing: \$ 0
- Culverts/Drainage Items: \$ 0
- Other (describe):

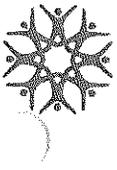
- Please describe in detail the design/safety features for which you are seeking funding. Include why the features are necessary to ensure sustainability/safety of the trail, and include details about the item itself (e.g., how many culverts at what cost per culvert).

○ **TOTAL Cost of Trees for Shading/Wind Screening Purposes: \$0**

Describe number of trees, type of tree, and cost per tree:

○ **TOTAL Cost of Signage with Distance Information: \$0**

Describe number of signs, type of sign, and cost per sign:



Funding Sources (Revenue)

Sunflower Foundation (amount of total funding you are requesting): \$40,000

Total Cash Match from Applicant (amount must be \geq than amount requested from Sunflower): \$ 360,168

o **Matching funds from applicant organization: \$ 112,500**

Please explain the origin of the funds, and if they are existing or anticipated:

The matching funds are from the City Capital Improvement Program general obligation bonds, this funding is existing.

o **Matching funds from other grants (if applicable; otherwise, put N/A): \$ 337,500**

Please explain the origin of the funds, and if they are existing or anticipated:

The other funds are Federal Transportation Enhancement dollars through KDOT (\$337,500), they are existing.

o **Matching funds from fundraising/donations (if applicable; otherwise, put N/A): \$ 0**

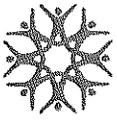
Please explain the origin of the funds, and if they are existing or anticipated.

o **Matching funds from donated goods/services as allowable cash match (or put N/A): \$ 0**

Please explain the origin of the donated goods/services, and if they are existing or anticipated.

o **Other funding not specified (if applicable; otherwise, put N/A) \$ 0**

Please explain the origin of the funds, and if they are existing or anticipated.



Other Expenses, if Applicable (In-Kind Donations)

While the in-kind donations cannot count as cash match towards the Sunflower Trails grant, they do reflect the commitment of the applicant and are taken into consideration by the review committee. In the space provided below, please list and describe the estimated cost of each item. Examples of in-kind donations include the following:

- Labor donated by the applicant organization ("sweat equity")
- Trail amenity items not covered by the grant funds (e.g., landscaping, lighting, irrigation systems, trashcans, benches, playground equipment)
- Consulting time by engineers, architects and other professionals for the trail design
- Other services/items unique to each trail project.

TOTAL Cost of Expenses Covered by In-Kind Donations: \$0

- **Itemized List and Estimated Cost of In-Kind Trail Donations:**

CITY OF WICHITA
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Property in the 13700 Block of West Onewood (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus.

Background: In 2002, the City of Wichita acquired five platted, residential lots in the 13700 Block of West Onewood. The lots are near the Auburn Hills Golf Course clubhouse. The land was acquired for overflow parking; however, the need has not materialized. The interim use of the site has been for turf growing. The Park and Recreation Department has asked that the City consider the sale of the land.

Analysis: All City departments have been notified of the availability of the property. No governmental use has been identified. The Office of Property Management requests permission to declare the property surplus and available for sale.

Financial Considerations: The City will receive cash consideration for the sale of the property. The funds from the sale will return to the Golf Fund. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

Legal Considerations: Any agreement for sale or lease will be provided to Law to be reviewed as to form.

Recommendation/Action: It is recommended that the City Council declare the property as surplus and designate it as available for sale to the general public.

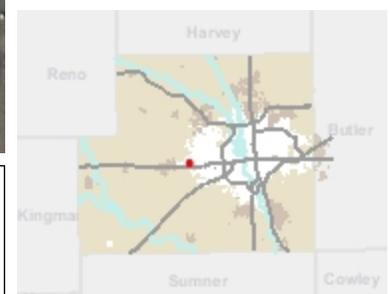
Attachments: Aerial map.



Legend

Parcels

1: 1,704



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

Map Created On: 2/13/15 10:49 AM

CITY OF WICHITA
City Council Meeting
March 3, 2015

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Property at Clifton and Lincoln (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus.

Background: By way of eminent domain, in 1959, the City of Wichita acquired the real estate and improvements located at 851 and 857 South Clifton. The properties were acquired for a road realignment project at Clifton and Lincoln. The improvements were razed at the time of the acquisition. The three-way intersection was replaced with a curved roadway. The properties have since been maintained as open space providing clear sight lines for south bound Clifton traffic and east bound Lincoln traffic. A recent inquiry as to the availability of the property had staff look at surplussing the land. The site could be considered for residential development with access from the platted alley.

Analysis: All City departments have been notified of the availability of the property. No governmental use has been identified. The Office of Property Management requests permission to declare the property surplus and available for sale. Engineering will determine what land is to be retained as road right-of-way before the City enters into any real estate agreements. A survey will be performed with any sale.

Financial Considerations: The City will receive cash consideration for the sale of the property. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

Legal Considerations: Any agreement for sale or lease will be provided to Law to be reviewed as to form.

Recommendation/Action: It is recommended that the City Council declare the property as surplus and designate it as available for sale to the general public.

Attachments: Aerial map.



Legend

- Parcels
- Airport Runway

1: 654



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City of Wichita
City Council Meeting
March 3, 2015

TO: Mayor and City Council
SUBJECT: Waiver of MABCD Special Assessment Fees (District I)
INITIATED BY: City Manager's Office
AGENDA: Consent

Recommendation: Approve waiver of the fees.

Background: On November 4, 2014, the City Council adopted Ordinance 49-885 allowing for the Metropolitan Area Building and Construction (MABCD) fees to be waived under certain qualifying circumstances. Habitat for Humanity has submitted the proper paperwork requesting that the MABCD special assessment fees be waived on the following properties: 1227 N. Poplar, 1102 N. Green and 1120 N. Green. All presale conditions of the Ordinance have been met by Habitat for Humanity.

Analysis: Habitat for Humanity has secured three vacant lots located in the A. Price Woodard area, and plans to start building single-family residences at these locations as early as this spring. Habitat has applied to have \$745.83 in special assessment fees waived. There are no additional pending MABCD special assessment fees for these properties. Below is a breakdown of the proposed fee waivers:

- 1227 N. Poplar, Habitat will pay \$520.38 in back taxes; City will waive \$250.52 in MABCD special assessment fees
- 1102 N. Green, Habitat will pay \$190.55 in back taxes; City will waive \$245.85 in MABCD special assessment fees
- 1120 N. Green, Habitat will pay \$426.03 in back taxes; City will waive \$249.46 in MABCD special assessment fees

Financial Considerations: The waiver will result in a loss of special assessment revenue in the amount of \$745.83. Redevelopment of the property by Habitat for Humanity will result in additional property taxes for the City of Wichita.

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

Recommendations/Actions: It is recommended that the City Council waive the \$745.83 in MABCD special assessment fees.

Attachments: Special assessment waiver packet.

MABCD SPECIAL ASSESSMENT WAIVER FORM

Name of Organization: Wichita Habitat for Humanity
Business address: PO Box 114, Wichita, KS 67201-0114
Business phone number: 316-269-0755
Executive Director: Ann M. Fox
Executive Director phone numbers: 316-269-0755 (Work) 316-640-5508 (Cell)
Executive Director e-mail: ann@wichitahabitat.org
Location of property being submitted for waiver of special assessments: 1227 N Poplar Ave.
Lots 73-75 Mona Now Poplar St. Fairmount + Park Add
PIN 138707

Required Attachments

- Proof of 501(C)(3) tax exempt designation (for at least five years)
- List of current Board of Directors
- Organizational By-Laws
- Proof of property ownership
- Plan for property

Signature

I hereby certify that the information above is true and accurate.

Signature: Laurie Walker Date of Application: 1/8/15

Staff Section

Amount of special assessments being waived: \$250.52
Approved by City Council on: _____
Payment in the amount of _____ sent to Sedgwick County Treasurer on _____
Reimbursement from Sedgwick County Treasurer received on _____

Any new or rehabilitated home must be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new or rehabilitated home must be sold by the applicant to an individual(s) with a gross annual household income between 30 and 80% of the median income for Sedgwick County. Failure to comply will result in the applicant being denied future waivers.

Created 10-14-14



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Property Detail Information

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1227 N POPLAR AVE

[View Property Record Card](#) Effective date is shown on the top right side of the page.

[\\$ PAY TAXES](#) [View Valuation Notice](#) Current year Valuation Notices are available after March 1st.

Legal Description: LOTS 73-75 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.
Property Owner Name: WICHITA HABITAT FOR HUMANITY INC
Mailing Address: 130 E MURDOCK ST STE 102 WICHITA KS 67214-3630
Geo Code: C 027370001 **PIN:** 00138707 **AIN:** 125150120501800
Tax Unit: 6702 001 WICHITA U-259 **Land Use:** 9910 Residential highest and best use

Market Land Square Feet: 6,750 **Total Acres:** .15
2014 Appraisal Value: \$3,000.00 **2014 Assessment Value:** \$360.00

Appraisal Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$3,000	\$0	\$3,000	0%
2013	Vacant	\$3,000	\$0	\$3,000	0%
2012	Vacant	\$3,000	\$0	\$3,000	0%
2011	Vacant	\$3,000	\$0	\$3,000	0%
2010	Vacant	\$3,000	\$0	\$3,000	0%
2009	Vacant	\$3,000	\$0	\$3,000	0%
2008	Vacant	\$3,000	\$0	\$3,000	0%
2007	Vacant	\$3,000	\$0	\$3,000	0%
2006	Residential	\$3,700	\$7,400	\$11,100	0%
2005	Residential	\$3,700	\$7,400	\$11,100	0%

Assessment Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$360	\$0	\$360	0%
2013	Vacant	\$360	\$0	\$360	0%
2012	Vacant	\$360	\$0	\$360	0%
2011	Vacant	\$360	\$0	\$360	0%
2010	Vacant	\$360	\$0	\$360	0%
2009	Vacant	\$360	\$0	\$360	0%
2008	Vacant	\$360	\$0	\$360	0%
2007	Vacant	\$360	\$0	\$360	0%
2006	Residential	\$426	\$851	\$1,277	0%
2005	Residential	\$426	\$851	\$1,277	0%

2015 Through Payout Special Assessments

Project	Description	Begin Year	End Year	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA 6731 A802211010 Weed Cutting	2010				
CITY OF WICHITA	CITY OF WICHITA 6731 A802231010 Weed Cutting	2010				
CITY OF WICHITA	CITY OF WICHITA 6732 A803331010 Lot Clean Up #48700	2010				
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING #1, 48949	2011	2011			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING #1, 49196	2012	2012			
Totals:				\$0.00	\$0.00	\$0.00

Tax Authorities

- 0518 CITY OF WICHITA
- 0201 COUNTY
- 9999 MV Average Levy for ST
- 0101 STATE
- 0602 USD 259
- 0602 USD 259 SG
- 0754 USD 259 BOND 3 (2000)
- 0704 USD 259 NEW BOND
- 0703 USD 259 OLD BOND

Billings

Tax Year	Tax Bill Id	Tax Rate	General Tax Billed	Specials Tax Billed	Interest Billed	Fees Billed	Total Billed	Amount Paid	Balance Due
2014	4643377	117.365	\$42.25	\$0.00	\$0.18	\$0.00	\$42.43	\$0.00	\$42.43
2013	3893513	120.6007	\$43.40	\$0.00	\$2.47	\$16.00	\$61.87	\$0.00	\$61.87
* 2012	3141911	120.6024	\$43.42	\$123.84	\$19.95	\$16.00	\$203.21	\$0.00	\$203.21
Δ 2011	2329720	120.3048	\$43.32	\$126.68	\$32.39	\$261.00	\$463.39	\$0.00	\$463.39
2010	1645647	120.059	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	236155	120.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	236154	117.242	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	236153	118.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	236152	136.064	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	236151	133.456	\$119.34	\$3.57	\$0.90	\$0.00	\$123.81	(\$123.81)	\$0.00

* Tall weeds mowed by City contractor ~~\$120~~ 6/23/11
 Δ Tall weeds mowed by City contractor \$123 6/25/10
 Nothing pending.



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PROPERTY PLAN

Address: 1227 N. Poplar, Wichita
Lots 73-75 Mona Now Poplar St., Fairmount Park Add.
PIN 138707

Wichita Habitat for Humanity will build a single-family residence on the above referenced property, with construction tentatively scheduled to begin in March, 2015. The home will be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new home will be sold to an individual or individuals with a gross annual household income between 30-80% of the median income for Sedgwick County, Kansas

Sample floor plans with corresponding elevations accompany this Property Plan.

MABCD SPECIAL ASSESSMENT WAIVER FORM

Name of Organization: Wichita Habitat for Humanity
Business address: PO Box 114, Wichita, KS 67201-0114
Business phone number: 316-269-0755
Executive Director: Ann M. Fox
Executive Director phone numbers: 316-269-0755 (Work) 316-640-5508 (Cell)
Executive Director e-mail: ann@wichitahabitat.org
Location of property being submitted for waiver of special assessments: 1102 N Green
Lots 1-3 Block 4 Esterbrook Park Add
PIN 139178

Required Attachments

- Proof of 501(C)(3) tax exempt designation (for at least five years)
- List of current Board of Directors
- Organizational By-Laws
- Proof of property ownership
- Plan for property

Signature

I hereby certify that the information above is true and accurate.

Signature: Laurie Walker Date of Application: 1/8/15

Staff Section

Amount of special assessments being waived: 245.85
Approved by City Council on: _____
Payment in the amount of _____ sent to Sedgwick County Treasurer on _____
Reimbursement from Sedgwick County Treasurer received on _____

Any new or rehabilitated home must be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new or rehabilitated home must be sold by the applicant to an individual(s) with a gross annual household income between 30 and 80% of the median income for Sedgwick County. Failure to comply will result in the applicant being denied future waivers.

Created 10-14-14



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Property Detail Information

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1102 N GREEN ST

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\$ PAY TAXES | [View Valuation Notice](#) | Current year Valuation Notices are available after March 1st.

Legal Description: LOTS 1-3 BLOCK 4 ESTERBROOK PARK ADD.
 Property Owner Name: BAKER DONALD
 Mailing Address: 1316 N GREEN WICHITA KS 67214-2516
 Geo Code: C 03160 PIN: 00139178 AIN: 125150130201300
 Tax Unit: 6702 001 WICHITA U-259 Land Use: 9910 Residential highest and best use

Market Land Square Feet: 6,746 Total Acres: .15
 2014 Appraisal Value: \$3,000.00 2014 Assessment Value: \$360.00

Appraisal Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$3,000	\$0	\$3,000	0%
2013	Vacant	\$3,000	\$0	\$3,000	0%
2012	Vacant	\$3,000	\$0	\$3,000	0%
2011	Vacant	\$3,000	\$0	\$3,000	0%
2010	Vacant	\$3,000	\$0	\$3,000	0%
2009	Vacant	\$3,000	\$0	\$3,000	0%
2008	Residential	\$3,700	\$11,770	\$15,470	15%
2007	Residential	\$3,700	\$9,800	\$13,500	0%
2006	Residential	\$3,700	\$9,800	\$13,500	16%
2005	Residential	\$3,700	\$7,900	\$11,600	0%

Assessment Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$360	\$0	\$360	0%
2013	Vacant	\$360	\$0	\$360	0%
2012	Vacant	\$360	\$0	\$360	0%
2011	Vacant	\$360	\$0	\$360	0%
2010	Vacant	\$360	\$0	\$360	0%
2009	Vacant	\$360	\$0	\$360	0%
2008	Residential	\$426	\$1,354	\$1,780	15%
2007	Residential	\$426	\$1,127	\$1,553	0%
2006	Residential	\$426	\$1,127	\$1,553	16%
2005	Residential	\$426	\$909	\$1,335	0%

2015 Through Payout Special Assessments

Project	Description	Begin Year	End Year	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING #2, 49211	2012	2012			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 1, 49422	2013	2013			
Totals:				\$0.00	\$0.00	\$0.00

Tax Authorities

0518 CITY OF WICHITA
0201 COUNTY
9999 MV Average Levy for ST
0101 STATE
0602 USD 259
0602 USD 259 SG
0754 USD 259 BOND 3 (2000)
0704 USD 259 NEW BOND
0703 USD 259 OLD BOND

Billings

Tax Year	Tax Bill Id	Tax Rate	General Tax Billed	Specials Tax Billed	Interest Billed	Fees Billed	Total Billed	Amount Paid	Balance Due
2014	4643834	117.365	\$42.25	\$0.00	\$0.18	\$0.00	\$42.43	\$0.00	\$42.43
* 2013	3893970	120.6007	\$43.40	\$123.07	\$9.47	\$16.00	\$191.94	\$0.00	\$191.94
Δ 2012	3142368	120.6024	\$43.42	\$122.78	\$19.83	\$16.00	\$202.03	\$0.00	\$202.03
2011	2330179	120.3048	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	1646106	120.059	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	238685	120.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	238684	137.242	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	238683	138.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	238682	136.064	\$149.19	\$3.65	\$0.00	\$0.00	\$152.84	(\$152.84)	\$0.00
2005	238681	133.456	\$124.76	\$3.57	\$0.00	\$0.00	\$128.33	(\$128.33)	\$0.00

* Tall weeds mowed by City contractor \$120 5/26/12
 Δ Tall weeds mowed by City contractor \$120 10/19/11

Nothing pending 2015



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PROPERTY PLAN

Address: 1102 N Green, Wichita
Lots 1-3 Block 4 Esterbrook Park Add.
PIN 139178

Wichita Habitat for Humanity will build a single-family residence on the above referenced property in 2016. The home will be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new home will be sold to an individual or individuals with a gross annual household income between 30-80% of the median income for Sedgwick County, Kansas

Sample floor plans with corresponding elevations accompany this Property Plan.

MABCD SPECIAL ASSESSMENT WAIVER FORM

Name of Organization: Wichita Habitat for Humanity

Business address: PO Box 114, Wichita, KS 67201-0114

Business phone number: 316-269-0755

Executive Director: Ann M. Fox

Executive Director phone numbers: 316-269-0755 (Work) 316-640-5508 (Cell)

Executive Director e-mail: ann@wichitahabitat.org

Location of property being submitted for waiver of special assessments: 1120 N Green

Lots 13-15 Block 4 Esterbrook Park Add

PIN 139181

Required Attachments

Proof of 501(C)(3) tax exempt designation (for at least five years)

List of current Board of Directors

Organizational By-Laws

Proof of property ownership

Plan for property

Signature

I hereby certify that the information above is true and accurate.

Signature: Laurie Walker Date of Application: 1/8/15

Staff Section

Amount of special assessments being waived: 249.46

Approved by City Council on: _____

Payment in the amount of _____ sent to Sedgwick County Treasurer on _____

Reimbursement from Sedgwick County Treasurer received on _____

Any new or rehabilitated home must be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new or rehabilitated home must be sold by the applicant to an individual(s) with a gross annual household income between 30 and 80% of the median income for Sedgwick County. Failure to comply will result in the applicant being denied future waivers.

Created 10-14-14



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Property Detail Information

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LOTS 13-15 BLOCK 4 ESTERBROOK PARK ADD.

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\$ PAY TAXES | [View Valuation Notice](#) | Current year Valuation Notices are available after March 1st.

Legal Description: LOTS 13-15 BLOCK 4 ESTERBROOK PARK ADD.
Property Owner Name: BAKER DONALD
Mailing Address: 1316 N GREEN WICHITA KS 67214-2516
Geo Code: C 03163 **PIN:** 00139181 **AIN:** 125150130201000
Tax Unit: 6702 001 WICHITA U-259 **Land Use:** 9910 Residential highest and best use

Market Land Square Feet: 6,750 **Total Acres:** .15
2014 Appraisal Value: \$1,500.00 **2014 Assessment Value:** \$180.00

Appraisal Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$1,500	\$0	\$1,500	0%
2013	Vacant	\$1,500	\$0	\$1,500	0%
2012	Vacant	\$1,500	\$0	\$1,500	0%
2011	Vacant	\$1,500	\$0	\$1,500	0%
2010	Vacant	\$1,500	\$0	\$1,500	0%
2009	Vacant	\$1,500	\$0	\$1,500	0%
2008	Vacant	\$1,500	\$0	\$1,500	0%
2007	Vacant	\$1,500	\$0	\$1,500	0%
2006	Vacant	\$1,500	\$0	\$1,500	0%
2005	Vacant	\$1,500	\$0	\$1,500	0%

Assessment Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$180	\$0	\$180	0%
2013	Vacant	\$180	\$0	\$180	0%
2012	Vacant	\$180	\$0	\$180	0%
2011	Vacant	\$180	\$0	\$180	0%
2010	Vacant	\$180	\$0	\$180	0%
2009	Vacant	\$180	\$0	\$180	0%
2008	Vacant	\$180	\$0	\$180	0%
2007	Vacant	\$180	\$0	\$180	0%
2006	Vacant	\$180	\$0	\$180	0%
2005	Vacant	\$180	\$0	\$180	0%

2015 Through Payout Special Assessments

Project	Description	Begin Year	End Year	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA 6731 A802211010 Weed Cutting	2010				
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING #1, 48949	2011	2011			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING #2, 49211	2012	2012			
Totals:				\$0.00	\$0.00	\$0.00

Tax Authorities

0518 CITY OF WICHITA
0201 COUNTY
9999 MV Average Levy for ST
0101 STATE
0602 USD 259
0602 USD 259 SG
0754 USD 259 BOND 3 (2000)
0704 USD 259 NEW BOND
0703 USD 259 OLD BOND

Billings

Tax Year	Tax Bill Id	Tax Rate	General Tax Billed	Specials Tax Billed	Interest Billed	Fees Billed	Total Billed	Amount Paid	Balance Due
2014	4643837	117.365	\$21.12	\$0.00	\$0.09	\$0.00	\$21.21	\$0.00	\$21.21
2013	3893973	120.6007	\$21.72	\$0.00	\$1.24	\$16.00	\$38.96	\$0.00	\$38.96
* 2012	3142371	120.6024	\$21.71	\$122.78	\$17.24	\$16.00	\$177.73	\$0.00	\$177.73
Δ 2011	2330182	120.3048	\$21.65	\$126.68	\$28.26	\$261.00	\$437.59	\$0.00	\$437.59
2010	1646109	120.059	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	238706	120.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	238705	117.242	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	238704	118.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	238703	116.064	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	238702	113.456	\$20.42	\$121.50	\$2.78	\$0.00	\$144.70	(\$144.70)	\$0.00
2004	238701	113.387	\$20.41	\$0.00	\$2.84	\$16.00	\$39.25	(\$39.25)	\$0.00
2003	238700	113.63	\$5.45	\$0.00	\$3.16	\$16.00	\$24.61	(\$24.61)	\$0.00
2002	238699	113.96	\$5.47	\$122.15	\$27.75	\$316.00	\$471.37	(\$471.37)	\$0.00

* Tall weeds mowed by city contractor \$120 10/28/11
 Δ Tall weeds " " " " \$123 6/3/10

Nothing pending



**Bringing people together to build
homes, communities and hope.**

PROPERTY PLAN

Address: 1120 N Green, Wichita
Lots 13-15 Block 4 Esterbrook Park Add.
PIN 139181

Wichita Habitat for Humanity will build a single-family residence on the above referenced property in 2016. The home will be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new home will be sold to an individual or individuals with a gross annual household income between 30-80% of the median income for Sedgwick County, Kansas

Sample floor plans with corresponding elevations accompany this Property Plan.

**City of Wichita
City Council Meeting
March 3, 2015**

TO: Mayor and City Council Members

SUBJECT: General Obligation Refunding Bonds and Water and Sewer Utility Refunding Revenue Bonds

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the resolutions.

Background: The City is planning to offer for sale one series of General Obligation (GO) Refunding Bonds (Series 2015A) in an amount not to exceed \$55,000,000 and one series of Water and Sewer Utility Refunding Revenue Bonds (Series 2015A) in an amount not to exceed \$47,000,000.

Staff has investigated the savings potential from these refundings and has determined that significant savings in debt service costs can be obtained. Based on current market conditions, the GO Refunding Bonds will generate an estimated net present value savings of approximately \$2.6 million in debt service costs to be recognized by the Debt Service Fund. The Water and Sewer Utility Refunding Revenue Bonds will generate an estimated net present value savings of approximately \$2.9 million in debt service costs to be recognized by the Water and Sewer Utility Funds.

Bids will be accepted electronically through **PARITY** Electronic Bid Submission System on a date in Spring 2015 that will achieve maximum benefit to the City. The City has established a minimum 3% threshold as an appropriate level of savings in connection with a bond refunding. In the event the actual bids on the refunding bonds do not produce the minimum level of savings, the acceptance of the bids on the refunding bonds will not be recommended.

The GO bonds to be refunded include: Series 787 dated February 1, 2009 in the original principal amount of \$33,045,000 (of which \$13,830,000 is to be refunded); Series 792 dated February 1, 2008 in the original principal amount of \$11,765,000 (of which \$7,130,000 is to be refunded); Series 796 dated February 1, 2009 in the original principal amount of \$9,580,000 (of which \$5,975,000 is to be refunded); Series 799 dated March 1, 2010 in the original principal amount of \$22,505,000 (of which \$12,215,000 is to be refunded); and Series 801 dated August 1, 2010 in the original principal amount of \$20,500,000 (of which \$12,605,000 is to be refunded).

The Water and Sewer Revenue Bonds to be refunded include: Series 2006 dated December 1, 2006 in the original principal amount of \$51,140,000 (of which \$38,870,000 is to be refunded) and Series 2000 dated June 1, 2000 in the original principal amount of \$7,220,000 (of which \$3,155,000 is to be refunded).

Analysis: State and federal law permits local governments to issue refunding bonds which replace previously issued and outstanding bonds. If the bonds being refunded are eligible to be called, they can be refunded with “current refunding” bonds, without limitation as to the number of times the original bonds have been refunded. If the bonds being refunded are not yet callable, they can only be refunded

with “advance refunding” bonds. Tax-exempt bonds originally issued after the effective date of the 1986 Tax Reform Act can only be advance refunded once.

The Series 799 Bonds qualify for a current refunding at this time. The Series 792 Bonds are not callable until September 1, 2015; the Series 801 Bonds are not callable until December 1, 2015; the Series 787 Bonds are not callable until June 1, 2016; and the Series 796 Bonds are not callable until September 1, 2016. Therefore, these bonds are eligible for advance (crossover) refunding.

The Water and Sewer Series 2000 Bonds are callable and qualify for current refunding and the Series 2006 Bonds are callable on October 1, 2016 and are eligible for advance refunding.

Notice of up to sixty days regarding the City’s intent to call the outstanding bonds prior to their stated maturities must be provided to all bond holders and Material Event Notices must be filed with the Electronic Municipal Market Access facility for municipal securities disclosure of the Municipal Securities Rulemaking Board.

Due to the complexities of the current and advance refundings, it is in the best interest to the City to utilize a financial advisor. The financial advisor will aid in the structure, timing, marketing, terms and verification of savings from the refundings on the sale date. Staff proposes the use of a financial consultant, Springsted Incorporated, to assist in the required refunding analysis and bond structuring. Springsted is the financial advisor to Sedgwick County, selected through a competitive selection process.

The resolutions authorize the City to proceed with the sale of GO Refunding Bonds and Water and Sewer Utility Refunding Revenue Bonds and related activities, including the preparation and distribution of the Preliminary Official Statements and Notices of Sale.

Due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of the timing of the sale, the resolutions authorize the City Manager to award the sale of the bonds prior to the next meeting of the City Council to adopt the necessary ordinances and resolutions providing for the issuances. Awards for the sales of the bonds will be made to the bidders whose proposed interest rates result in the lowest overall cost to the City. At its next scheduled meeting, the City Council will ratify the actions of the City Manager and approve ordinances and resolutions authorizing the issuance of the bonds.

Financial Considerations: Beginning in 2001, the sale of bonds has been awarded based on the bid with the lowest true interest cost, or “TIC”. Using TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in a municipality saving money because TIC does not ignore the timing of interest payments.

The Series 2015A General Obligation Refunding Bonds will mature over the next ten years (2016-2025) without extending principal maturities beyond the original maturity schedule for each bond series. The Series 2015A Water and Sewer Revenue Refunding Bonds will mature over the next seventeen years (2015-2031) without extending principal maturities beyond the original maturity schedule for each bond series.

General Obligation Refunding Bonds and Water and Sewer Utility Refunding Revenue Bonds

Based on current market conditions, the GO Refunding Bonds will generate an estimated net present value savings of approximately \$2.6 million and the Water and Sewer Utility Refunding Revenue Bonds will generate an estimated net present value savings of approximately \$2.9 million.

Legal Considerations: The Law Department has approved as to form the resolutions authorizing the sale of each series of bonds and directing the distribution of the Notices of Bond Sale (prepared by the City's Bond Counsel).

Recommendations/Actions: It is recommended the City Council authorize utilization of Springsted, Inc. as the financial advisor in accordance with the terms of the intergovernmental contract established through Sedgwick County and adopt the resolutions: 1) authorizing the General Obligation Refunding Bond and Water and Sewer Utility Refunding Revenue Bond sales; 2) authorizing preparation of the Notices of Bond Sale and Preliminary Official Statements in connection with the bond sales; 3) approving the distribution to prospective bidders of the Preliminary Official Statements; 4) authorizing distribution of the Notices of Sale; 5) authorizing the City Manager to award the bond sales subject to the parameters of the resolutions; and 6) authorizing City staff, in consultation with Bond Counsel and the financial advisor to take such further action as is reasonably required to implement the resolutions.

Attachments: Resolutions

RESOLUTION NO. 15-064

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the “City”) has previously issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the City has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by the following described bonds (collectively, the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
General Obligation Bonds	787	02/01/2009	2017-2024	\$13,830,000
General Obligation Bonds	792	02/01/2008	2016-2023	7,130,000
General Obligation Bonds	796	02/01/2009	2017-2024	5,975,000
General Obligation Bonds	799	03/01/2010	2016-2020	12,215,000
General Obligation Bonds	801	08/01/2010	2016-2025	12,605,000

;and

WHEREAS, the City hereby selects the firm of Springsted Incorporated (“Financial Advisor”), as financial advisor for one or more series of general obligation refunding bonds of the City to be issued in order to provide funds to refund the Refunded Bonds; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department, the Financial Advisor and Gilmore & Bell, P.C., as bond counsel (“Bond Counsel”) to proceed with the offering for sale of general obligation refunding bonds and related activities, including the preparation and distribution of a preliminary official statement and notice of bond sale; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of said general obligation refunding bonds, the Governing Body desires to authorize the City Manager to confirm the sale of such general obligation refunding bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinance and resolution providing for the issuance thereof.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the General Obligation Refunding Bonds, Series 2015A of the City (the “Series 2015A Bonds”), the proceeds of which shall be applied to refund the Refunded Bonds and pay associated costs of issuance. The timing of offering for sale of the Series 2015A Bonds, the final structuring and repayment terms of the Series 2015A Bonds shall be determined by the Director of Finance, in consultation with the City Manager, Bond Counsel and the Financial Advisor.

Section 2. The Director of Finance, in conjunction with Bond Counsel and the Financial Advisor, is hereby authorized and directed to cause to be prepared a Notice of Bond Sale and Preliminary Official Statement and to use such document in connection with the sale of the Series 2015A Bonds.

Section 3. The Director of Finance, in conjunction with Bond Counsel and the Financial Advisor, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Series 2015A Bonds. Proposals for the purchase of the Series 2015A Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, will be reviewed by the City Manager and the Director of Finance and acted upon by the City Manager, who shall have the authority to award the sale of the Series 2015A Bonds, subject to the following parameters: (a) the principal amount of the Series 2015A Bonds shall not exceed \$55,000,000; and (b) the present value savings associated with refunding the Refunded Bonds shall be not less than 3% of the outstanding principal of the Refunded Bonds. The City Manager also has the authority to reject certain or all proposals. At its next scheduled meeting the Governing Body shall ratify the actions of the City Manager and approve an ordinance and resolution authorizing the issuance of the Series 2015A Bonds.

Section 4. For the purpose of enabling the purchaser of the Series 2015A Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Series 2015A Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Series 2015A Bonds, including selecting certain other qualified professional firms necessary to complete the issuance of the Series 2015A Bonds, subscribing for or purchasing the United States Treasury Securities to be deposited in the escrow for the Refunded Bonds and to provide for notice of redemption of the Refunded Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on March 3, 2015.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A
CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

[POS Date]

To:

Re: City of Wichita, Kansas: General Obligation Refunding Bonds, Series 2015A (the "Series 2015A Bonds")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Series 2015A Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Series 2015A Bonds depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

By: _____
Shawn Henning, Director of Finance

CITY OF WICHITA, KANSAS

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679

March 3, 2015

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: City of Wichita, Kansas

Tax I.D. No: 48-6000653

Bonds: General Obligation Refunding Bonds, Series 2015A (the “Series 2015A Bonds”)

Financial Advisor: Springsted Incorporated, St. Paul, Minnesota

Escrow Agent: Security Bank of Kansas City, Wichita, Kansas - ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Series 2015A Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date. The Issuer certifies that the SLGS will be purchased solely from proceeds of the Series 2015A Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Financial Advisor to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

CITY OF WICHITA, KANSAS

By: _____
Name: Shawn Henning, Director of Finance

RESOLUTION NO. 15-065

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the “City”) owns and operates the combined Water and Sewer Utility System (the “Utility”); and

WHEREAS, the City Council (the “Governing Body”) of the City is authorized under the provisions of K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211 (the “Act”) to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived from the operation of the Utility; and

WHEREAS, the City has heretofore issued several series of such revenue bonds to make improvements to the Utility and to refund and refinance all or portions of such revenue bonds; and

WHEREAS, due to the current interest rate environment, the City has the opportunity to issue its refunding revenue bonds in order to achieve an interest cost savings on all or a portion of the debt represented by the following described bonds (collectively, the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
Water and Sewer Utility Revenue Bonds	2000A	06/01/2000	2015-2021	\$ 1,160,000
Water and Sewer Utility Revenue Bonds	2000B	06/01/2000	2015-2021	1,995,000
Water and Sewer Utility Revenue Bonds	2006	10/01/2005	2015-2031	38,870,000

;and

WHEREAS, the City hereby selects the firm of Springsted Incorporated (“Financial Advisor”), as financial advisor for one or more series of refunding revenue bonds of the City to be issued in order to provide funds to refund the Refunded Bonds; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department, the Financial Advisor and Gilmore & Bell, P.C., as bond counsel (“Bond Counsel”) to proceed with the offering for sale of Utility refunding revenue bonds and related activities, including the preparation and distribution of a preliminary official statement and notice of bond sale; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of said Utility refunding revenue bonds, the Governing Body desires to authorize the City Manager to confirm the sale of such Utility refunding revenue bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinance and resolution providing for the issuance thereof.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the Water and Sewer Utility Refunding Revenue Bonds, Series 2015A of the City (the “Series 2015A Bonds”), the proceeds of which shall be applied to refund the Refunded Bonds, fund necessary reserves and pay associated costs of issuance. The timing of offering for sale of the Series 2015A Bonds, the final structuring and repayment terms of the Series 2015A Bonds shall be determined by the Director of Finance, in consultation with the City Manager, Bond Counsel and the Financial Advisor.

Section 2. The Director of Finance, in conjunction with Bond Counsel and the Financial Advisor, is hereby authorized and directed to cause to be prepared a Notice of Bond Sale and Preliminary Official Statement and to use such document in connection with the sale of the Series 2015A Bonds.

Section 3. The Director of Finance, in conjunction with Bond Counsel and the Financial Advisor, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Series 2015A Bonds. Proposals for the purchase of the Series 2015A Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, will be reviewed by the City Manager and the Director of Finance and acted upon by the City Manager, who shall have the authority to award the sale of the Series 2015A Bonds, subject to the following parameters: (a) the principal amount of the Series 2015A Bonds shall not exceed \$47,000,000; and (b) the present value savings associated with refunding the Refunded Bonds shall be not less than 3% of the outstanding principal of the Refunded Bonds. The City Manager also has the authority to reject certain or all proposals. At its next scheduled meeting the Governing Body shall ratify the actions of the City Manager and approve an ordinance and resolution authorizing the issuance of the Series 2015A Bonds.

Section 4. For the purpose of enabling the purchaser of the Series 2015A Bonds (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such officials’ signature thereon being conclusive evidence of such officials’ and the City’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Series 2015A Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Series 2015A Bonds, including selecting certain other qualified professional firms necessary to complete the issuance of the Series 2015A Bonds, subscribing for or purchasing the United States Treasury Securities to be deposited in the escrow for the Refunded Bonds and to provide for notice of redemption of the Refunded Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on March 3, 2015.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

[POS Date]

To:

Re: City of Wichita, Kansas: Water and Sewer Utility Refunding Revenue Bonds, Series 2015A (the "Series 2015A Bonds")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Series 2015A Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Series 2015A Bonds depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

By: _____
Shawn Henning, Director of Finance

CITY OF WICHITA, KANSAS

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679

March 3, 2015

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: City of Wichita, Kansas

Tax I.D. No: 48-6000653

Bonds: Water and Sewer Utility Refunding Revenue Bonds, Series 2015A (the “Series 2015A Bonds”)

Financial Advisor: Springsted Incorporated, St. Paul, Minnesota

Escrow Agent: Security Bank of Kansas City, Wichita, Kansas - ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Series 2015A Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date. The Issuer certifies that the SLGS will be purchased solely from proceeds of the Series 2015A Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Financial Advisor to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

CITY OF WICHITA, KANSAS

By: _____
Name: Shawn Henning, Director of Finance

Second Reading Ordinances for March 3, 2015 (first read on February 24, 2015)

A. Nuisance Abatement Assessments, Cutting Weeds.

ORDINANCE NO. 49-941

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

B. First Reading and Issuance of Taxable Multifamily Revenue Bonds (KS1, LLC) Exchange Place Project (District VI)

ORDINANCE NO. 49-942

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE TAXABLE MULTIFAMILY HOUSING REVENUE BONDS, SERIES I, 2015 (EXCHANGE PLACE PROJECT), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, RENOVATING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL MULTIFAMILY HOUSING PROJECT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

C. SUB2011-00049 Plat of Mike Steven Motors 2nd Addition Located West of Rock Road, on the South Side of Kellogg. (District II)

ORDINANCE NO. 49-943

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

D. SUB2014-00035 Plat of Quik Trip 18th Addition located North of Central, on the East Side of Broadway. (District VI)

ORDINANCE NO. 49-944

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

E. A15-02 Request by Ian and karma Dopps to Annex Lands Generally Located South of 21st Street North, Approximately One-Half Mile West of 119th Street West. (District V)

ORDINANCE NO. 49-945

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A15-02)

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petitions
Restrictive Covenant
Notice of Protective Overlay
Ordinance
Resolutions

(OCA150004)

Published in The Wichita Eagle on March 20, 2015

ORDINANCE NO. 49-950

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2014-00018

Zone change request from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

JBAR Addition to Wichita, Sedgwick County, Kansas.

Generally located east of Hoover Road, south of 13th Street North.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY #290:

- 1) There shall be a maximum of 15 duplexes on the approximately 4.7-acre subject site.
- 2) There shall be minimum 10-foot interior side yard setbacks on all lots.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 17th day of March, 2015.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

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

CERTIFICATE OF PETITION

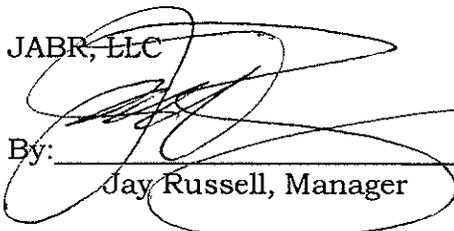
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, JABR, LLC, a Kansas limited liability company, owner of JBAR Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within JBAR Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 10th day of February, 2015.

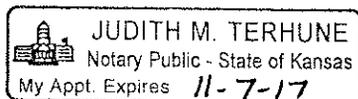
JABR, LLC

By: _____
Jay Russell, Manager

By: BA _____
Bob Armstrong, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of February, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay Russell, as Manager of JABR, LLC, a Kansas limited liability company, 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, for and on behalf and as the act and deed of said limited liability company.

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



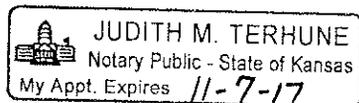
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of February, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Bob Armstrong, as Manager of JABR, LLC, a Kansas limited liability company, 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, for and on behalf and as the act and deed of said limited liability company.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

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

RESTRICTIVE COVENANT

THIS DECLARATION made this 10th day of February, 2015, by JABR, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

JBAR ADDITION

Lots 1 through 15, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A" and "B", JBAR Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, landscaping, berms, a playground, drainage purposes, utilities as confined to easement.

Reserve "B" is hereby reserved for open space, landscaping, a playground, drainage purposes, utilities as confined to easements, and a contingent dedication for public use. The contingent dedication in said Reserve "B" shall become effective if the City of Wichita determines a need for such dedication. This contingent dedication shall be a covenant running with the land and shall be binding on all heirs and subsequent owners of all parts of said Reserve "B" covered by said contingent dedication.

Reserves "A" and "B", shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A" and "B", as designated on the plat of JBAR Addition, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A" and "B", in JBAR Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowner's Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

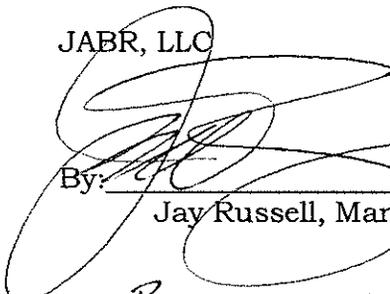
B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in JBAR Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in JBAR ADDITION, Wichita, Sedgwick County, Kansas.

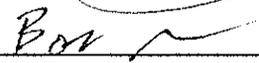
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

JABR, LLC

By: 

Jay Russell, Manager

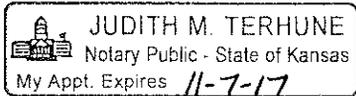
By: 

Bob Armstrong, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of February, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay Russell, as Manager of JABR, LLC, a Kansas limited liability company, 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, for and on behalf and as the act and deed of said limited liability company.

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



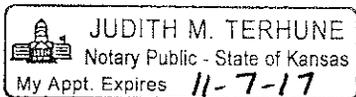
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of February, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Bob Armstrong, as Manager of JABR, LLC, a Kansas limited liability company, 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, for and on behalf and as the act and deed of said limited liability company.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

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

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 10th day of February, 2015, by JABR, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Lots 1 through 15, Block A,
JBAR ADDITION,
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarant is desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #290) per zone change case ZON2014-00018 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 15, Block A, JBAR Addition.

EXECUTED the day and year first written above.

JABR, LLC

By: _____

Jay Russell, Manager

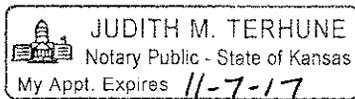
By: _____

Bob Armstrong, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of February, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay Russell, as Manager of JABR, LLC, a Kansas limited liability company, 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, for and on behalf and as the act and deed of said limited liability company.

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



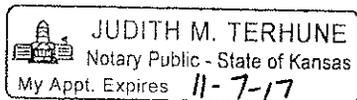
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 10th day of February, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Bob Armstrong, as Manager of JABR, LLC, a Kansas limited liability company, 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, for and on behalf and as the act and deed of said limited liability company.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

Sharon L. Dickgraft, Interim City Attorney
& Director of Law

132019

First Published in the Wichita Eagle on March 6, 2015

RESOLUTION NO. 15-060

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90664 (SOUTH OF 13TH STREET NORTH, EAST OF HOOVER)** 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 IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90664 (SOUTH OF 13TH STREET NORTH, EAST OF HOOVER)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90664 (south of 13th Street North, east of Hoover)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-Three Thousand Dollars (\$43,000)** exclusive of interest on financing and administrative and financing costs, 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 **March 1, 2015** exclusive of the costs of temporary financing.

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

JBAR ADDITION

Lots 1 through 15, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 15, Block A, JBAR ADDITION, shall pay 1/15 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

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

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

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of March, 2015.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

132019

First Published in the Wichita Eagle on March 6, 2015

RESOLUTION NO. 15-061

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **CURTIS FROM THE SOUTH LINE OF CURTIS COURT, NORTH TO THE EAST LINE OF HOOVER ROAD AND ON CURTIS COURT FROM THE EAST LINE OF CURTIS, EAST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF 13TH STREET NORTH, EAST OF HOOVER) 472-85211** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **CURTIS FROM THE SOUTH LINE OF CURTIS COURT, NORTH TO THE EAST LINE OF HOOVER ROAD AND ON CURTIS COURT FROM THE EAST LINE OF CURTIS, EAST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF 13TH STREET NORTH, EAST OF HOOVER) 472-85211** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Curtis from the south line of Curtis Court, north to the east line of Hoover Road and on Curtis Court from the east line of Curtis, east to and including the cul-de-sac (south of 13th Street North, east of Hoover) 472-85211.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Eight-Nine Thousand Dollars (\$289,000)** exclusive of interest on financing and administrative and financing costs, 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 **March 1, 2014**, exclusive of the costs of temporary financing.

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

JBAR ADDITION
Lots 1 through 15, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 15, Block A, **JBAR ADDITION** shall each pay 1/15 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

SECTION 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
March, 2015.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE

First Published in the Wichita Eagle March 6, 2015

RESOLUTION NO. 15-062

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 277, MAIN 5, SANITARY SEWER NO. 22 (SOUTH OF 13TH STREET NORTH, EAST OF HOOVER) 468-85024** 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 277, MAIN 5, SANITARY SEWER NO. 22 (SOUTH OF 13TH STREET NORTH, EAST OF HOOVER) 468-85024** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 277, Main 5, Sanitary Sewer No. 22 (south of 13th Street North, east of Hoover) 468-85024**.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighty-Eight Thousand Dollars (\$88,000)** exclusive of interest on financing and administrative and financing costs, 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 **March 1, 2014** exclusive of the costs of temporary financing.

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

JBAR ADDITION

Lots 1 through 15, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 15, Block A, JBAR ADDITION shall pay 1/15 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

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

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

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of March, 2015.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW & CITY ATTORNEY

City of Wichita
City Council Meeting
March 3, 2015

TO: Wichita Airport Authority

SUBJECT: Airfield Lighting Control System Maintenance Support Quote
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Accept the quote for the standard maintenance support with Crouse-Hinds on a sole source basis.

Background: The runways and taxiways on Eisenhower Airport are equipped with a highly complex airfield lighting control system that complies with Federal Aviation Administration (FAA) regulations. The system includes runway and taxiway edge lights, runway centerline lights, runway warning lights, lighted airfield signage and a computer based touch screen control system located in the airfield vault building, FAA Air Traffic Control Tower, and Airport facility maintenance control room.

Analysis: The airfield lighting control system is covered by a standard maintenance support agreement to ensure that this critical system stays fully operational with a high degree of reliability. This system must have a high reliability factor in order for uninterrupted aircraft operations to take place at Eisenhower Airport at night and in low visibility weather conditions. The agreement quote includes on-site preventive maintenance visits, recurrent on-site training for Airport staff, technical support via telephone and e-mail, remote on-line access by the support vendor technicians for troubleshooting, and new release software upgrades. The airfield lighting control system is a proprietary system for which only Crouse-Hinds can provide support services.

Financial Considerations: The proposed quote from Crouse-Hinds is for two years at a total cost of \$55,404.08. This represents a 4.96 percent increase from the previous contract. Funding of this expenditure is planned in the operating budget.

Legal Considerations: City Code section 2.64.020 allows sole source procurement when items are available only from one vendor or, such as here, from the original manufacturer.

Recommendations/Actions: It is recommended that the Wichita Airport Authority accept the quote, authorize the selection of Crouse-Hinds Airport Lighting Products as the vendor, and authorize the necessary signatures.

Attachments: Customer Quotation.

Cooper Crouse-Hinds, LLC
 Airport Lighting
 1200 Kennedy Road
 Windsor, CT 06095
 Phone: (860) 683-4300
 Fax: (860) 683-4354
 www.chalp.com

Sold-to address

WICHITA AIRPORT AUTHORITY
 WICHITA MID CONTINENT AIRPORT
 2173 AIR CARGO ROAD
 WICHITA KS 67209-1958
 US

Ship-to address

WICHITA AIRPORT AUTHORITY
 WICHITA MID CONTINENT AIRPORT
 2173 AIR CARGO ROAD
 WICHITA KS 67209-1958
 US

Incoterms: Pre-Paid FOB PLANT
Payment Terms: Net 30 Days

Quotation Number	Date	
21284596	12/03/2014	
Cust. purchase order no.		Cust. no.
Wichita Std Maint. C		12238
Prepared By		
Susan Flanagan		
Validity period		
12/03/2014 to 02/28/2015		
Project Number		
SUSAN FLANAGAN		
Project Name		
ICT		
Bid Date		
12/02/2014		
Sales Representative		
90000011 / MWRSM PJ MCLAUGHLIN		
Customer Service Contact		
CSR SUSAN FLANAGAN		

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item		Catalog Number				
		Cust.Material Number				
10	1	EA	ALCMS STANDARD MAINT. SUPPORT	11941991	27,702.04	27,702.04
20	1	EA	ALCMS STANDARD MAINT. SUPPORT	11941991	27,702.04	27,702.04
2015 - 2016 TO BE BILLED ANNUALLY						
Product Subtotal						55,404.08
Final amount in USD						55,404.08

Terms and Conditions

1. **Applicable Terms and Conditions**

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.
2. **Price, Payment Terms, and Title**

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Prices are stated in United States dollars unless otherwise indicated, are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or hereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section, Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in all Products for which title has passed (including all after-acquired Products) that Seller sells Buyer and all proceeds of Products (including but not limited to all products in which Products are incorporated and any funds and products that Buyer receives in exchange for Products). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.
3. **Delivery and Risk of Loss**

(a) Unless otherwise agreed in writing, all deliveries of Products will be FCA (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.
4. **Acceptance**

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.
5. **Limited Warranty**

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, lamps, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products, except for LED Products, is twelve (12) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) The warranty period for LED Products is forty-eight (48) months from the documented installation completion date. LED Products are light fixtures containing light emitting diode other than solar, utility and obstruction lighting.

(f) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NON-INFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.
6. **LIMITATION OF LIABILITY**

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.
7. **Cancellation and Return of Products**

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.
8. **Force Majeure**

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.
9. **Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.
10. **Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.
11. **Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.
12. **Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.
13. **Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.
14. **Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's agent's failure to provide the information requested by Seller.
15. **Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.
16. **Language**

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties ont présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.
17. **Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.
18. **Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.
19. **Severability**

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CCH 033012