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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December18, 2012

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 December 11, 2012

AWARDS AND PROCLAMATIONS

-- Special Music Presentation

North High Madrigals- conducted by Amy Davidson

-- Proclamations:

Eddie Graham Day
WSU Black and Gold Week

-- Award

Presentation of City Medallion

I. PUBLIC AGENDA

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

1. Mike Shatz - Tear gas incident in Old Town.

2. Mark Gietzen -Zoning for former Tiller Clinic on East Kellogg.

3. Pastor Rob Rototla - The former Tiller Clinic.

4. Cheryl Sullenger - Zoning on East Kellogg.

5. David Gittrich - Zoning on East Kellogg.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 42)

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. HUD Consolidated Plan/Fifth Program Year Action Plan Preliminary Funding Recommendations.

   RECOMMENDED ACTION: Close the public hearing and approve the preliminary funding recommendations for the 2013-2014 Fifth Program Year Action Plan.

2. 2013 Grants Review Committee Appointments.

   RECOMMENDED ACTION: Approve appointments to the 2013 Grants Review Committee and authorize the City Manager to appoint replacement(s) in the event that an appointee is unable to serve.

3. Amendment of Exchange Place Development Agreement. (District VI)

   RECOMMENDED ACTION: Approve first reading of the home rule ordinance authorizing the execution and delivery of the Third Amended and Restated Development Agreement Regarding Development of the Exchange Place Project and authorize the necessary signatures.

4. 2013 Contract Renewal with Go Wichita Convention and Visitors Bureau.

   RECOMMENDED ACTION: Approve the contract.

5. William Street, Main to Emporia. (District I)

   RECOMMENDED ACTION: Approve the project and the construction budget, waive the City Council Policy No. 2, adopt the bonding resolution and authorize the necessary signatures. Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

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

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 42)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 17, 2012.
   a. Board of Bids

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

New	2012	(Consumption on Premises)
Don V Nguyen	Huong Nam**	4857 East Harry
Renewal	2012	(Consumption on Premises)
Enriqueta Garcia	Tacos Raymundo**	1716 West 21 Street North
Renewal	2012	(Consumption off Premises)
James Steindler	Gotta Stop***	5600 West MacArthur Road

Dat Huynh^D & T Station***^895 South Woodlawn^^

**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. Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Sanitary Sewer in Krug South Addition (south of 21st Street North, west of 143rd Street East). (District II)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:
   a. Deeds and Easements.

   RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.
   a. Community Events - St. Patrick's 5K Run/Walk. (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. Supplemental Agreement No. 1 Pump Station No. 2. (District IV)

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

8. Property Acquisition:
   a. Acquisition of 10851 and 10901 East Kellogg for the Improvement of the Kellogg Avenue, (US Highway 54) from Cypress to Chateau. (District II)

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

9. Minutes of Advisory Boards/Commissions

Airport Advisory Board, November 5, 2012
Board of Code Standards and Appeals, November 5, 2012
Board of Appeal of Plumbers and Gas Fitters, August 1, 2012
Board of Appeal of Plumbers and Gas Fitters, Special Meeting, October 24, 2012
Board of Appeal of Plumbers and Gas Fitters, November 7th 2012

RECOMMENDED ACTION: Receive and file.

10. Payment of Condemnation Award, Appraisers Fees and Court Costs in Condemnation Matter to Acquire Property for Public Right of Way for the I-235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)

RECOMMENDED ACTION: Authorize payment of the Clerk of the District Court in the amount of $159,188 for acquisition of property and easements condemned in the subject case, payment of the appraiser's fees and court costs.

11. 2013 Insurance Program.

RECOMMENDED ACTION: Receive, file, and ratify the 2013 Insurance Program, subject to minor modifications and verification of coverage details.

12. Emergency Solutions Grant Allocations.

RECOMMENDED ACTION: Authorize the allocations, contracts and signatures for administration of the 2012-2013 Emergency Solutions Grant program.

13. 2012-2013 Consolidated Plan Budget Modification.

RECOMMENDED ACTION: Approve the transfer of $42,445 of Community Development Block Grant funds from City indirect cost to summer youth employment.

14. HOME Program: Housing Development Loan Program Funding. (Districts I, III, IV, V, and VI)

RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

15. HOME Program Funding Agreement Amendment; Power CDC. (District I)

RECOMMENDED ACTION: Approve the amendment to the funding agreement providing to extend the project completion period, and authorize the necessary signatures.

16. Traffic Signalization Program.

RECOMMENDED ACTION: Approve the locations, approve the project, adopt the resolution, and authorize the necessary signatures.

17. Contract for Victim's Rights Services.

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

18. Banking Service Contract and Resolution.

RECOMMENDED ACTION: Adopt the resolution authorizing the execution and delivery of agreements pertaining to banking services, approve the contract for banking services and authorize the necessary signatures.

19. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: Adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form “deemed final” for the purpose of the Securities Exchange Commission’s Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statement; 4) authorizing publication and distribution of the Notice of Sale; and 5) authorizing staff, in consultation with Bond Counsel, to take such further action reasonably required to implement this Resolution.

20. Organized Crime Drug Enforcement Task Force (OCDETF).

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

21. Reconstruction of Old Sanitary Sewers (S-4); Water Distribution Mains Replacement (W-67).

    RECOMMENDED ACTION: Approve the projects, adopt the resolutions and authorize the necessary signatures.

22. Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) Grant from the Federal Transit Administration.

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

23. Arterial Sidewalk and Wheelchair Ramp Program.

    RECOMMENDED ACTION: Approve locations, approve the project, adopt the resolution and authorize the necessary signatures.

24. 2013 Arterial Street Rehabilitation Program. (Districts I, II, and III)

    RECOMMENDED ACTION: Approve the project, place the ordinance on first reading, and authorize the necessary signatures.

25. Disclaimer of Interest to Property Located Between McCormick and Walker, West of McLean. (District VI)

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

26. Notice of Intent to Use Debt Financing - Landside Equipment Storage Facility - Wichita Mid-Continent Airport.

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

27. City of Wichita Employees' Deferred Compensation Plan Amendment to Great-West Agreement for Recordkeeping and Communication Services.

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

28. Report on Claims for November, 2012.

    RECOMMENDED ACTION: Receive and file.

29. Year-End Budget Adjustments.

    RECOMMENDED ACTION: Approve the budget adjustments.

30. Second Reading Ordinances: (First Read December 11, 2012)
    a. 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.

31. *No Protest Agreement for Future Sewer Extension for Lot Split LSP2012-00023 located on the southeast corner of 167th Street West and 21st Street North. (County)

    RECOMMENDED ACTION: Approve the agreement.

32. *DED2012-00015 - Dedication of Access Control for property located on the north side of 31st Street North, west of Hillside. (District III)

    RECOMMENDED ACTION: Accept the Dedication.

33. *DER2012-00010 - City of Wichita Boundary Resolution.

    RECOMMENDED ACTION: Approve the Boundary Resolution and authorize the necessary signatures.

34. *SUB2012-00026 -- Plat of DeWitt 5th Addition located ½ mile north of Pawnee, on the east side of Hoover Road. (District IV)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

35. *VAC2012-00036 - Request to vacate a portion of a platted sanitary sewer easement; generally located midway between Tyler and Ridge Roads, south of 2nd Street, on the southwest side of Woodchuck Lane and Gleneagles Drive. (District V)

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

36. *VAC2012-00037 - Request to vacate a portion of a platted street side yard setback; generally located west of Seneca Street on the southwest corner of 49th Street North and Sullivan Street. (District VI)

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

37. *VAC2012-00039 - Request to vacate portions of access control dedicated by separate instrument and a sanitary sewer easement dedicated by separate instrument; generally located northwest of the 21st Street North and Amidon Avenue intersection. (District VI)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

38. *Public Housing Admissions and Continued Occupancy Policy (ACOP).

    RECOMMENDED ACTION: Review and approve the changes and revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP).

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.

39. *Air Capital Terminal 3 (ACT 3) Terminal Communication Systems - Supplemental Agreement No. 18, Design, Bid and CA Services - Wichita Mid-Continent Airport.

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

40. *Air Capital Terminal 3 (ACT 3) Program - Change Order No. 3 - Water line Relocation - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the Change Order No. 3 and authorize the necessary signatures.

41. *Safety, Security and Communication Projects Initiation - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the budgets.

42. *Landside Equipment Storage Facility - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the top-ranked proposer, Conco Construction, Inc., approve the contract for design-build services and authorize the necessary signatures, and approve the capital budget adjustment.

43. *Board Of Bids WAA - NONE

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: HUD Consolidated Plan/Fifth Program Year Action Plan Preliminary Funding Recommendations

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and approve the preliminary funding recommendations for the 2013-2014 Fifth Program Year Action Plan.

Background: The U.S. Department of Housing and Urban Development (HUD) provides annual funding for programs that serve or benefit low to moderate-income persons. This funding is part of the HUD Consolidated Plan process that requires the City of Wichita to submit annual amendments to the Five-Year Consolidated Plan, outlining specific activities to be funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs for each of the five years covered in the plan.

Analysis: Each year City staff develops funding estimates and makes recommendations for funding categories to the City Council. City staff recommends the following levels of funding as planning targets for FY 2013-2014, which represent an 8% reduction from current funding levels: CDBG - $2,364,171, HOME - $1,125,571, and ESG - $205,516.

In accordance with the regulatory guidelines pertaining to ESG funds, recommendations for 2013-2014 allocations will be made by the Wichita/Sedgwick County Continuum of Care.

HUD places a high value on public input into annual plans. Staff solicited such input for the 2013-14 program year through District Advisory Board (DAB) meetings in all Districts, and a survey of spending plan preferences which was distributed throughout the community and available online. The community was asked to identify preferences regarding the application of spending cuts for both CDBG and HOME grant funds. A total of 84 survey responses were received prior to the deadline. The community feedback is summarized below:

- Regarding CDBG, the majority of responders indicated a preference for reducing or eliminating programs which receive other City funds. This includes neighborhood clean-up activities, demolition and clearance of dangerous buildings associated with City condemnation action and hazardous sidewalk repair for income eligible areas and/or residents.

- Regarding HOME, the majority of responders indicated a preference for reduced funding for new housing development programs and homebuyer assistance, and adding funding for homeowner rehabilitation activities.

- Additional comments received included suggestions to add funding for bike lanes, bike racks, and new signage; affordable housing designs; and to cover sidewalk condemnation costs for low-income homeowners. These activities have not previously been funded and were not included in the citizen surveys of funding reduction options.

Preliminary funding recommendations have been developed based on survey results, and are presented in the attached spreadsheet. The recommendations do not include the new suggestions. The recommendations meet all regulatory funding caps and the proposed activities are eligible under the applicable regulations.

In addition to the DAB presentations and feedback, public input into the annual funding plan is also solicited during a minimum of three City Council public hearings and an official comment period. This is the first such hearing.

Following City Council approval of the recommended or modified preliminary allocation categories and amounts, applications and Requests for Proposals will be widely distributed to agencies and other interested parties to solicit providers for the designated services. The Council approved Grants Review Committee (GRC) will review the responses and make recommendations to the City Manager. Prior to making final recommendations the GRC will hold a public hearing during which proposers who respond with applications and proposals in response to the City's solicitations will make presentations and respond to GRC questions. The public will be invited to these hearings as well, to listen to the presentations and provide feedback on them.

Financial Considerations: HOME funds require a 25% non-federal match, and Housing and Community Services meets this requirement through creative partnerships with community agencies. In addition, match credit is generated through the NRA building permit fee waiver program, and the NRA Tax Rebate Program. These contributions have been sufficient to meet the required match obligation and therefore General Fund match support has not been required.

If necessary, staff will adjust all funding categories and amounts following formal notification by HUD of the actual allocations for 2013-2014. All staff modifications will be presented to the City Council for final approval after proposals and applications have been received and reviewed.

Legal Considerations: The Law Department has confirmed that all proposed Council actions and program activities are consistent with federal regulations and requirements established by the U.S. Department of Housing and Urban Development.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve funding recommendations for the 2013-14 Fifth Program Year Action Plan.

Attachments: 2013-14 Fourth Program Year Allocation Spreadsheet

2013-2014 PRELIMINARY CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 12-18-12

CDBG - CAPITAL

COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects	2011-2012 COUNCIL ALLOCATION	2012-13 REVISED ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
Sidewalk Repair	$0	$0	$0	$0	$0
Street or Sidewalk Repair		$75,000	$0	$0	$0
Total - Capital Projects	**$0**	**$75,000**	**$0**	**$0**	**$0**

CDBG - HOUSING

COMMUNITY DEVELOPMENT BLOCK GRANT Housing Projects	2011-2012 COUNCIL ALLOCATION	2012-13 REVISED ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
Office of Central Inspection					
Demolition and Clearance of Dangerous and Unsafe Buildings	$150,000	$100,000	$0	$0	$0
Neighborhood Clean-ups	$50,000	$50,000	$19,420	$0	$0
Housing and Community Services					
- NIS Administration Total Annual Allocation, which is 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 the CDBG-funded Home Repair Program offerings, as well as 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. NIS Administration is also responsible for the servicing functions related to over 5,000 loans in the existing loan portfolio.	$425,908	$369,091	$369,091	$0	$0
Amount from Annual Allocation	$346,908				
Amount from Prior Year Unallocated	$79,000				
- Home Repair	$664,467	$546,222	$546,222	$0	$0
- Rental Housing Loan Program	$0	$0	$0	$0	$0
Total - Housing Projects	**$1,290,375**	**$1,065,313**	**$934,733**	**$0**	**$0**

CDBG - NEIGHBORHOOD INITIATIVES

COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2011-2012 COUNCIL ALLOCATION	2012-13 REVISED ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
Funds Available for Reallocation	$321,000	$0	$0	$0	$0
Total - Neighborhood Initiatives	**$321,000**	**$0**	**$0**	**$0**	**$0**

2013-2014 PRELIMINARY CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 12-18-12

CDBG - PUBLIC SERVICES

	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is $1,163,310	2011-2012 COUNCIL ALLOCATION		2012-13 REVISED ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
	City Manager's Office Total Allocation	**$333,132**	*	**$331,757**	**$331,757**	**$0**	**$0**
	- Neighborhood Assistance Program						
	Amount from Annual Allocation	$305,000		$331,757	$331,757	$0	$0
	Amount from Prior Year Unallocated	$28,132		**$0**	**$0**	**$0**	**$0**
	Neighborhood Services Supervisor	$28,132		$0	$0	$0	$0
	Atwater	$71,837		$0	$0	$0	$0
	Colvin	$82,488		$0	$0	$0	$0
	Evergreen	$78,071		$0	$0	$0	$0
	Stanley	$72,604		$0	$0	$0	$0
	Housing and Community Services	$50,000		$68,593	$68,593	$0	$0
	- Housing First Project Coordinator						
	- Job Training			$50,000	$50,000	$0	$0
RFP	**Women's Services**	**$275,000**		**$275,000**	**$275,000**	**$0**	**$0**
	- Catholic Charities, Inc. - Harbor House	$125,125		$110,000	$0	$0	$0
	- StepStone, Inc. Counseling and Support Groups	$0		$26,000	$0	$0	$0
	- YWCA of Wichita - Women's Crisis Center/Safehouse	$149,875		$139,000	$0	$0	$0
RFP	**Youth Crime Prevention and Enrichment**	**$174,220**		**$125,000**	**$125,000**	**$0**	**$0**
	-YMCA - Middle School After School	$104,253		$104,000	$0	$0	$0
	- BBBS Leaders, Achievers, and Winners (LAW) Camp	$0		$0	$0	$0	$0
	- Boys & Girls Clubs	$25,000		$0	$0	$0	$0
	- Hope Street	$0		$0	$0	$0	$0
	- Rainbows United	$38,472		$21,000	$0	$0	$0
	- Urban League	$0		$0	$0	$0	$0
	- Wichita Dream Center	$6,495		$0	$0	$0	$0
	Summer Youth Employment	**$199,364**	**	**$139,095**	**$96,650**	**$0**	**$0**
	Amount from Annual Allocation	$100,000		$139,095	$0	$0	$0
	Amount from Prior Year Unallocated	$99,364		**$0**	$0	**$0**	**$0**
	- Saint Mark United Methodist - Life in Action	$0		$0	$0	$0	$0
	- YMCA - Job Prep	$199,364		$0	$0	$0	$0
	Total - Public Services	**$1,031,716**	***	**$989,445**	**$947,000**	**$0**	**$0**

** This amount includes $28,132 from prior year unallocated funds*

*** This amount includes $99,364 from prior year unallocated funds*

****This amount includes a total of $127,496 from prior year unallocated funds*

CDBG - PROGRAM ADMINISTRATION

	COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is $513,950	2011-2012 COUNCIL ALLOCATION		2012-13 REVISED ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
	Housing and Community Services	**$471,480**		**$439,993**	**$435,593**	**$0**	**$0**
	- CDBG Indirect Costs	$118,660		$54,993	$50,593	$0	$0
	- CDBG Program Management Total Allocation	$322,820	*	$355,000	$355,000	$0	$0
	Amount from Annual Allocation	$315,360		$355,000	$401,845	$0	$0
	Amount from Prior Year Unallocated	$0		$0	$0	$0	$0
	- Fair Housing Initiatives	$5,000		$5,000	$5,000	$0	$0
	Planning Department	**$25,000**		**$25,000**	**$25,000**	**$0**	**$0**
	- Historic Preservation Planning	0		0	0	0	0
	- Mandated Consolidated Plan Activities	$25,000		$25,000	$25,000	$0	$0
	Total - Planning and Admin.	**$471,480**	*	**$439,993**	**$482,438**	**$0**	**$0**
	Unallocated 2012						
	UNALLOCATED TOTAL	**$527,496**		$0	**$0**		
	ANNUAL ALLOCATION - CDBG	**$2,579,615**		**$2,569,751**	**$2,364,171**	**$0**	**$0**
	GRAND TOTAL - CDBG	**$3,114,571**	**	**$2,569,751**	**$2,364,171**	**$0**	**$0**

2013-2014 PRELIMINARY CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 12-18-12

HOME PROJECTS

HOME INVESTMENT PARTNERSHIPS PROGRAM Projects Program Administration - CAP is $122,345	2011-2012 COUNCIL ALLOCATION	2012-13 REVISED ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
Housing and Community Services					
- HOME Investment Partnership Administration	$160,522	$122,345	$112,557	$0	$0
(Includes City Indirect Costs)					
- HOME Operating Funds for CHDO's	$50,000	$50,000	$50,000	$0	$0
Operating Funds-Power CDC			$25,000		
Operating Funds-MHRS			$25,000		
- HOMEownership 80 Program	$647,001	$427,641	$383,014	$0	$0
- Boarded-up House Program	$200,000	$100,000	$100,000	$0	$0
- Housing Development Loan Program	$247,706	$235,000	$100,000	$0	$0
- Deferred Loan Program	$0	$0	$100,000	$0	$0
Total HOME Projects	**$1,305,229**	**$934,986**	**$845,571**	**$0**	**$0**

HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2011-2012 COUNCIL ALLOCATION		2012-13 REVISED ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
CHDO Set Aside - Total Allocation	**$339,049**	*	**$288,461**	**$280,000**	**$0**	**$0**
Amount from Annual Allocation	$300,000					
Amount from Prior Year Unallocated	$39,049					
Mennonite Housing Rehab Services (MHRS) - Single Family Home Development	$176,144		$149,270	$0	$0	$0
Power CDC - Single Family Home Development	$162,905		$130,730	$0	$0	$0
Universal Design	$0		$8,461	$0	$0	$0
Total CHDO Set Aside Projects	**$339,049**		**$288,461**	**$280,000**	**$0**	**$0**
Subtotal - HOME & CHDO Set Aside Projects						
UNALLOCATED TOTAL	**$39,049**	*	**$0**	**$0**	**$0**	**$0**
ANNUAL ALLOCATION - HOME	**$1,605,229**		**$1,223,447**	**$1,125,571**	**$0**	**$0**
GRAND TOTAL - HOME	**$1,644,278**		**$1,223,447**	**$1,125,571**	**$0**	**$0**

2012-2013 CONSOLIDATED PLAN ALLOCATION FINAL December 4, 2012

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2012-13 REVISED RECOMMENDATION*	2012-13 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
	GRAND TOTAL - ESG	**$125,133**	**$124,982**	**$0**	**$0**	**$0**

	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 ALLOCATION	2012-13 ALLOCATION	COMBINED RECOMMENDATION	2012-13 COUNCIL ALLOCATION
	Emergency Solutions Grant - Final Allocation		**$70,331 ***	**$223,388**	**$293,719**	
	Homeless Assistance Max Allocation (60%)		**$20,126**	**$133,159**	**$153,285**	
RFP	**Emergency Shelter**					
	Catholic Charities - Harbor House		$15,125	$15,000	$30,125	
	Catholic Charities - St. Anthony Family Shelter			$25,000	$25,000	
	Inter-Faith Ministries - Inter-Faith Inn			$21,500	$21,500	
	The Salvation Army - Homeless Services			$25,000	$25,000	
	United Methodist Open Door - Homeless Resource Center			$35,000	$35,000	
	YWCA Women's Crisis Center		$5,001	$11,659	$16,660	
	Renovation			$0	$0	
	Operation			$0	$0	
	Essential Service			$0	$0	
	URA Assistance			$0	$0	
	Street Outreach - Essential Services			$0	$0	
	Homelessness Prevention		**$24,629**	**$43,535**	**$68,164**	
	Housing Relocation and Stabilization Services			$0	$0	
	Tenant-Based Rental Assistance			$0	$0	
	Center of Hope - Rent Assistance		$24,629	$42,661	$68,164	
	Rapid Re-Housing		**$16,400**	**$28,440**	**$44,840**	
	Housing Relocation and Stabilization Services			$0	$0	
	City of Wichita - Housing and Community Services		$16,400	$28,440	$44,840	
	Tenant-Based Rental Assistance					
	Homeless Management Information System (HMIS)		**$635**	**$1,500**	**$2,135**	
	United Way of the Plains		$635	$1,500	$2,135	
	Administration - Maximum Allocation (7.5% of total Award)		**$8,541**	**$16,754**	**$25,295**	
	- Housing & Community Services Department - ESG Administration			$0	$0	
	- City Indirect Cost			$0	$0	
	GRAND TOTAL - ESG	**$0**	**$70,331** *	**$223,388**	**$293,719**	**$0**

*Includes $29 unspent prior year funds

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: 2013 Grants Review Committee Appointments

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve appointments for the 2013 Grants Review Committee and authorize the City Manager to appoint replacement(s) in the event that an appointee is unable to serve.

Background: Establishment of the Grants Review Committee (GRC) is a component of the City's public input strategy for federal funds. On March 28, 2000, the City Council approved a change in the composition of the GRC when the Human Services Advisory Board and the Citizen Participation Organization were disbanded. Since then the Grants Review Committee has included 12 members from the following areas: four District Advisory Boards; one United Way; one Sedgwick County; one USD 259; two Wichita Independent Neighborhood Association; one Wichita State University; one large business and one small business. On December 7, 2010 the City Council expanded membership on the GRC, to include representatives from Districts 2 and 5.

Analysis: The Grants Review Committee has responsibility for reviewing proposals received for public services projects which have included Women's Services, Summer Youth Employment, and Youth Recreation & Enrichment. The GRC also reviews funding applications received for HOME Investment Partnerships projects for Community Housing Development Organizations (CHDOs).

To accomplish this work for the 2013-2014 budget, the GRC will hold at least one public hearing to allow for oral presentations and feedback from the public. Following review of the proposals and application, and following the public hearing, the GRC will make funding recommendations to the City Manager for presentation to the City Council.

Nominations for the 2013 Grants Review Committee have been received in accordance with the representation schedule listed above. A list of the nominees is attached.

Financial Considerations: The Grants Review Committee serves without remuneration.

Legal Considerations: The Law Department has approved the Grants Review Committee appointment process.

Recommendation/Action: It is recommended that the City Council approve appointments to the 2013 Grants Review Committee and authorize the City Manager to appoint replacement(s), in the event that an appointee is unable to serve.

Attachments: Grants Review Committee nominations.

2013 GRANTS REVIEW COMMITTEE
NOMINEE LIST

Small Business Representative (1)
Ken Bender, Pro Max America LLC

Large Business Representative (1)
Joyce Dixson, Intrust Bank

Council District Representatives (6)

I	J'Vonnah Maryman
II	David Babich
III	David Robbins
IV	June Bailey
V	Matt Hamm
VI	Joel Weihe

Sedgwick County Representative (1)
Dorsha Kirksey

United Way Representative(1)
Patrick Hanrahan

USD #259 Representative (1)
Loren Pack

Wichita State University Representative (1)
TBD

Wichita Independent Neighborhoods Representatives (2)
Patricia Fields
Beverly Domitrovic

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Amendment of Exchange Place Development Agreement (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Third Amended and Restated Development Agreement and place on first reading the home rule ordinance.

Background: In July 2007, the City Council entered into a development agreement with Exchange Place LLC for the redevelopment of the vacant Exchange Building and Michigan Building at 110 N. Market and 206 E. Douglas into a 91-unit residential condominium complex with an adjacent 175-car parking structure. The agreement called for a City Contribution of $6,000,000 to acquire the project site and construct the parking structure, to be financed by tax increment financing ("TIF"). In January 2009, the City Council approved an amendment to the development agreement that replaced the condo units with 201 apartments, added the Bitting Building at 107 N. Market to the project site, increased the parking structure to 229 spaces by using the Michigan Building's land, and increased the TIF-funded City Contribution to $9,300,000.

In April 2010, the City Council approved the Second Amended and Restated Development Agreement with Exchange Place LLC. Changes to the scope of the project at that time included increasing the number of apartments to 230 units and the number of parking stalls to 273 spaces in an automated structure. The TIF-funded City Contribution was increased to $10,300,000 on condition that a HUD-guaranteed loan be secured; that the refinancing of the Wichita Executive Center be completed and all current creditors be paid; and that personal guaranties from Michael Elzufon and David Lundberg be obtained prior to any City funding of the project. Since that time, the Developers have worked with Gershman Mortgage of St. Louis, MO to secure the HUD-guaranteed loan, for which final application has been made and approval is pending, subject to certain required changes to the development agreement.

Analysis: In order to secure a HUD-guaranteed loan in the amount of $35,981,400 a new developer was brought to the project, replacing Exchange Place LLC as borrower. Mr. John McWilliams, president of Utah-based Talos Holdings LLC, has extensive experience developing multi-family residential projects with HUD financing and is highly recommended by HUD. Mr. McWilliams has set up a new entity, named "KS1 LLC," which will serve as the borrower in the HUD loan and as the developer in the Third Amended and Restated Development Agreement with the City of Wichita.

In addition to the change in the developer entity, the development agreement amendments focus primarily on the conditions precedent to City funding and provisions relating to additional financial sureties to support the City's ability to repay City bonds with the incremental property tax revenue ("TIF revenue") generated within the Center City South Redevelopment District. These changes are outlined below.

Conditions Precedent
The Second Amended and Restated Development Agreement includes three conditions that must be either met or waived before the City is required to provide the $10,300,000 City Contribution to the Exchange Place Project:

1. Developer shall provide evidence of commitment for HUD funding and any necessary additional funding to provide the full $34,800,000 amount of Developer Improvement Contribution.
2. Developer shall provide documentation showing that the indebtedness encumbering the Wichita Executive Center has been refinanced and that all creditors with claims relating to such property have been paid in full.
3. The City shall received personal guaranties from Michael Elzufon and David Lundberg covering any Tax Increment Shortfall for City bonds issued to fund the City Contribution in excess of $9,300,000.

The first condition precedent in the Third Amended and Restated Development Agreement is changed to require the closing of a HUD-guaranteed loan needed to finance the Exchange Place Project and the funding at the HUD loan closing of the $1,000,000 TIF Shortfall Escrow discussed below.

The second condition precedent is changed to reflect the fact that the condition to refinance the Wichita Executive Center has been met and to clarify that all creditors with claims for payment for work done for said property will be fully paid prior to or at the HUD loan closing.

The third condition precedent is changed to replace the personal guaranties with a $1,000,000 cash escrow fund 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. To the extent TIF revenue exceeds debt service on TIF bonds in later years and the pay-as-you-go portion of the City Contribution discussed below has been fully paid, excess TIF revenue will be used to reimburse amounts drawn from the escrow. If the TIF revenue exceeds 110% of the maximum annual debt service requirement for two consecutive years, the balance in the TIF Shortfall Escrow will be released to the Developer.

City Contribution

The Second Amended and Restated Development Agreement set the City Contribution amount at $10,300,000 to be used to acquire the project site for $3,325,000 and pay $6,975,000 for costs relating to the construction of the parking structure. The Third Amended and Restated Development Agreement retains the total City Contribution amount and uses; however, the mode of funding is changed. The City will fund $8,637,500 of the $10,300,000 contribution at the time of the HUD closing and finance this amount with general obligation TIF bonds. This represents the parking structure cost plus one-half of the site acquisition cost. This reduces the amount of project costs to be bonded and thereby reduces the City's risk of TIF shortfall.

The balance of the City Contribution ($1,662,500) will be paid to the seller of the project site on a pay-as-you-go basis from annual TIF revenue that exceeds the amount needed to pay debt service on the City's TIF bonds, if any, during the remaining term of the TIF project, which by law expires in 2027. To support the pay-as-you-go obligation, the City agrees to forgo approving any new TIF projects in the Exchange Place Project Area until the full pay-as-you-go amount has been paid, the escrow fund has been restored and the cash collateral for the TIF shortfall guaranty (discussed below) has been repaid.

TIF Shortfall Guaranty

The Second Amended and Restated Development Agreement requires the Developer to pay the City any shortfall of annual TIF revenue available to pay debt service on TIF bonds issued to finance the City Contribution, but only to the extent the shortfall is attributable to lower-than-projected values in properties originally controlled by the principals of Exchange Place LLC located within the TIF project area. This provision is changed in the Third Amended and Restated Development Agreement to base the shortfall calculation simply on the difference between the annual debt service requirement and the amount of TIF revenue available.

In addition, the Developer agrees to pledge $140,000 per year from the net operating income of the Exchange Place Project, to be drawn upon after the $1,000,000 escrow fund has been depleted, to pay any shortfall in TIF revenue needed for debt service on TIF bonds. Any excess TIF revenue not needed for debt service will be used to repay amounts drawn from the cash flow pledge, after the pay-as-you-go portion of the City Contribution has been fully paid and the $1,000,000 escrow fund has been restored. If TIF revenue exceeds 110% of the maximum annual debt service requirement for two consecutive years, the Developer's cash flow pledge will be released.

Financial Considerations: The initial funding of the City Contribution in the amount of $8,637,500 will be paid to Gershman Mortgage at the HUD closing pursuant to closing instruction to be issued by Gershman. This payment will be financed by general obligation bonds paid by TIF revenue, TIF shortfall escrow funds and a pledge of project net operating income. 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: The attached Third Amended and Restated Development Agreement and home rule ordinance have been approved as to form by the Law Department. The home rule ordinance is required to authorize economic development loans or grants by cities in Kansas, under constitutional home rule powers.

Recommendations/Actions: It is recommended that the City Council approve first reading of the home rule ordinance authorizing the execution and delivery of the Third Amended and Restated Development Agreement Regarding Development of the Exchange Place Project and authorize the necessary signatures.

Attachments: Third Amended and Restated Development Agreement
Home Rule Ordinance

12/15/12

THIRD

AMENDED AND RESTATED

DEVELOPMENT AGREEMENT

REGARDING DEVELOPMENT

OF

THE EXCHANGE PLACE BUILDING,

MICHIGAN BUILDING

BITTING BUILDING

AND

PARKING GARAGE

BY AND AMONG

CITY OF WICHITA, KANSAS

EXCHANGE PLACE, LLC

AND

KS1, LLC

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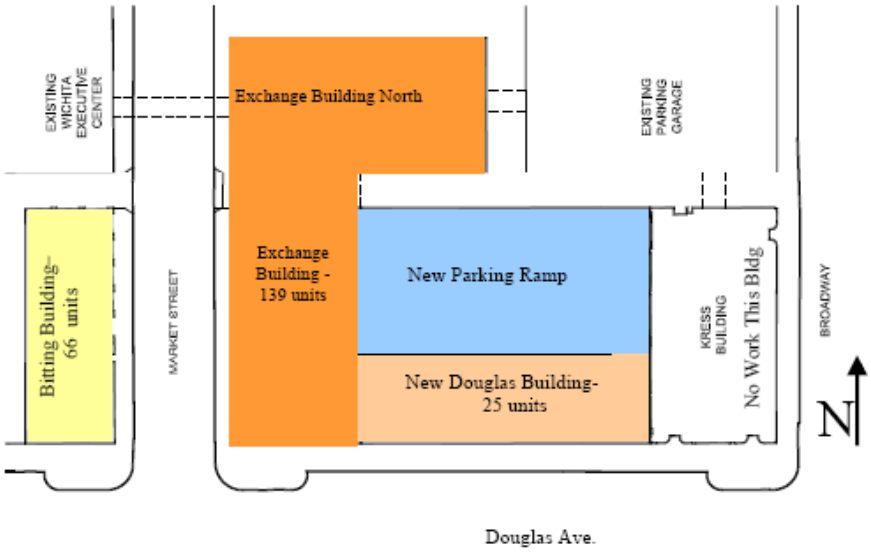
THIRD AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
for
THE EXCHANGE PLACE BUILDING
MICHIGAN BUILDING
BITTING BUILDING
AND
PARKING GARAGE

THIS AGREEMENT is made Effective January __, 2013 between the **City of Wichita**, a corporate body politic and political subdivision of the State of Kansas (the **"City"**), **Exchange Place, LLC**, a Kansas limited liability company, and KS1, LLC, a Kansas limited liability company (**"Developer"**). It amends and restates the Development Agreement for the Exchange Place Building, Michigan Building and Parking Garage dated July, 2007 and previously amended and restated December 16, 2008 and April 20, 2010.

Summary

This Agreement concerns plans to renovate the North side of the 200 block of East Douglas and the Northwest Corner of Douglas and Market. Exchange Place Building (110 N. Market) the Bitting Building (107 N. Market) and the new Douglas Building will be converted into a residential and commercial complex.

The Project complex consists of 230 residential units on upper levels, retail on the first floors and a new 273 stall parking garage. The garage will serve the apartments at Exchange and Douglas buildings, retail businesses and adjacent office buildings. The new 6 story parking garage structure will be constructed immediately east of the Exchange Place Building (212 E. Douglas) and immediately North of the new Douglas Building. A new 25 unit apartment building will be constructed on Douglas immediately east of the Exchange Place Building (212 E. Douglas) on three levels (2-4) with retail space below on first floor. It will adjoin the south end of the new garage (210 E Douglas).



Overall, the Project will provide:

- 139 residential apartments at Exchange Place Building.
- 66 residential apartments at the Bitting Building.
- 25 residential units at the new construction Douglas Building.
- approximately 15,000 square feet of street level retail space.
- approximately 273 parking spaces. A minimum of 209 spaces will be allocated for use by the apartments. The remaining 64 spaces will be for public parking.
- 14 parking spaces behind the Exchange Place Building.

This work with the apartments, the retail space, and the Parking Garage is collectively described as the Project.

Background and Recitals

The following Background and Recitals contain merely an overview of the Project and are not intended to fully describe the obligations of the City and Developer. The specific terms and obligations are more fully set forth in the Agreement itself.

(i) The City will assist financing part of the Project through tax increment financing of the Parking Garage and certain of the costs related to the Exchange Place, Bitting and Michigan Buildings as allowable by state law.

(iii) Developer will develop the Exchange Place Building, Bitting Building and Douglas Building according to the Development Plan.

(iv) Developer will cause the Parking Garage to be constructed according to the Development Plan.

(v) The Michigan Building will be completely removed.

(vi) Developer will own the Exchange Place Building, the Bitting Building, the Douglas Building, Parking Garage and the apartments located in all of these buildings.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

Section 1
Definitions and Exhibits

1.1 Certain Definitions. For purposes of this Agreement, each of the following terms, when used with an initial capital letter, shall have the following meaning:

"**Agreement**" means this Development Agreement.

“Bitting Building” means the Bitting Building located at the northwest corner of Douglas and Market in Wichita, Kansas, with a legal description given on Exhibit F.

"**City**" means the City of Wichita, a corporate body politic, and whenever this Agreement requires "approval of the City" or words of similar intent, such approval must come from the City Council, except as otherwise expressly provided herein.

“City Contribution” means the sum of not to exceed Ten Million Three Hundred Thousand Dollars ($10,300,000) which the City shall fund for the City Improvement Expenditure and the City Parking Garage Expenditure.

"**City Council**" means the City Council of the City of Wichita.

“City Improvement Expenditure” means the sum of not to exceed Three Million Three Hundred, Twenty Five Thousand Dollars ($3,325,000) which the City shall fund in part for reimbursement of land acquisition, demolition, site preparation and such other “redevelopment project costs” as defined and permitted under K.S.A. 12-1770a, as amended. Half of the City Improvement Expenditure will be funded by an escrow deposit concurrent with the HUD loan closing required in Section 2.4.1, and the remaining portion will be solely payable from, and contingent upon the City’s receipt of, incremental property tax revenue collected from the Center City South Redevelopment District pursuant to K.S.A. 12-1770 *et seq.*, in an amount in excess of annual debt service requirements for the City TIF Bonds issued to finance portions of the City Contribution.

“City Parking Garage Expenditure” means the sum of not to exceed Six Million, Nine Hundred Seventy Five Thousand ($6,975,000) which the City shall deposit in escrow (the “HUD Escrow”) with Gershman Mortgage or its authorized title company concurrent with the HUD loan closing to fund the development and construction of the Parking Garage.

"**City Representative**" means the City Manager of the City or his or her designee. The City Representative shall have full power and authority to implement the decisions of the City Council and to act on behalf of the City in the exercise of its rights and responsibilities under this Agreement. Developer may rely on the decisions and direction of the City Representative as the directions of the City; provided, however, if any action requires an amendment to this Agreement, it shall require the approval of the City.

"**Completed**" or "**Completion**" means, with respect to the Project when: (a) the Project Architect certifies in writing to the City and Developer that the construction of the Project is substantially completed in accordance with the Development Plan to permit use of the Project for the purposes for which it was intended, and (b) a conditional or final occupancy permit has been issued, which date may precede the full completion of all punch-list items, and nonessential landscaping and similar design and development functions.

"**Contractors**" means the General Contractor and all other contractors, subcontractors, suppliers, persons, or entities that are engaged for construction or to provide labor, materials, supplies, or services of any kind in regard to the Project.

"**Developer**" means KS1, LLC, a Kansas limited liability company (or its affiliate with the approval of the City Representative).

"**Developer Improvement Contribution**" means the sum of at least Fifty Million Dollars ($50,000,000) in equity funds and Loan proceeds that Developer shall make available to develop and construct the residential and commercial space as described in the Project and as set forth in the Development Budget, or such higher or lower figure as may be set in subsequent, mutually agreed modifications to the Development Budget.

"**Development Budget**" means a budget or budgets, including modifications of the budget(s), for the total cost of development and construction of the Project, including design, development, financing, construction, furnishing, fixturing, landscaping, hardscaping, equipping and pre-opening, as approved by the City and attached as Exhibit B.

"**Development Concept**" means the Development Concept attached as Exhibit D.

"**Development Plan**" means the Site Plan, drawings and specifications, Development Schedule, and Development Budget for the Project as approved by the City and Developer at the time of execution of this Agreement and as the same are amended by Developer with the approval of City Representative from time to time. The Parties anticipate that the Development Plan will be amended from time to time to reflect changes in market conditions and economic demands and that such changes are within the scope and intent of this Agreement, so long as the changes are consistent with the original Development Concept. To the fullest extent permitted by applicable law and ordinance, the City Representative is authorized to approve Development Plan changes consistent with the Development Concept.

"**Development Schedule**" means the development schedule for the Project attached as Exhibit C.

"Douglas Building" means a newly constructed building located between the Exchange Place Building and the Kress Building on Douglas Avenue in Wichita, Kansas, with a legal description given on Exhibit F.

"Exchange Place" means the apartments and street level retail space to be constructed and owned by the Developer, located in the Exchange Place Building, the Bitting Building, and the Douglas Building.

"**Exchange Place Building**" means the Exchange Place Building located at the northeast corner of Douglas and Market in Wichita, Kansas, with a legal description given on Exhibit F.

"**Force Majeure**" means war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, Acts of God or other cause or contingency similarly beyond control of the Party whose performance is affected thereby, but shall not include weather delays caused by rain, snow, or the like, or Project cost increases due to unforeseen conditions or price increases, or the like.

"**General Contractor**" means the general contractor(s) for the Exchange Place Building, Bitting Building and the General Contractor for the Parking Garage, as the case may be, to be selected by Developer.

"Kress Building" means the building currently located at the Northwest corner of Douglas and Broadway with a street address of 100 N. Broadway.

"**Loan**" means a loan from a lender(s) to Developer in an amount sufficient to allow Developer to complete the Developer Improvement Contribution pledging some or all of the Project Land and improvements.

"**Loan Commitment**" means a Letter of Invitation or other written loan commitment given to Developer from H.U.D. (The United States Department of Housing and Urban Development) or other lender on terms acceptable to Developer and in an amount sufficient to allow Developer to complete the Developer Improvement Contribution.

"**Michigan Building**" means the property commonly known by that name and located at 206 East Douglas, Wichita, Kansas, with a legal description given on Exhibit F.

"Parking Facilities" means and consists of two combined areas: the new 273 space Parking Garage and the existing 14 parking spaces located at the north area of Exchange Place Building. Collectively, the Parking Facilities will contain approximately 287 parking spaces.

"**Parking Garage**" means a multilevel parking facility of approximately 273 parking spaces to be constructed by Developer on the 200 block of East Douglas, east of the Exchange Place Building and west of the Kress Building, with a legal description given on Exhibit F.

"**Parties**" means, collectively, the City and Developer; "**Party**" means either of the Parties.

"**Project**" means plans to renovate the Exchange Place Building and the Bitting Building into a residential and commercial complex, and construction of a new residential building and Parking Garage on the same block east of the Exchange Place Building and west of the Kress Building. Overall, the Project will provide:

- 139 residential apartments at Exchange Place Building.
- 66 residential apartments at the Bitting Building.
- 25 residential apartments at the Douglas Building.
- approximately 15,000 square feet of street level retail space.
- approximately 273 parking spaces. A minimum of 209 spaces will be allocated for use by the apartments. The remaining spaces will be for public parking.
- 14 parking spaces behind the Exchange Place Building.

"**Project Architect**" means the architect for the Project, to be selected by the Developer.

"**Project Land**" means the tracts or parcels of land upon which the Exchange Place Building, Bitting Building, Douglas Building, and Parking Garage site are located, described on Exhibit F, together with all rights, privileges, licenses and easements appurtenant to such tracts.

"**Site Plans**" means the elevation, drawings and plans depicting the appearance of the Project attached as Exhibit A.

"**Specialists and Consultants**" means the Project Architect and the Contractors, together with other planning, architectural, engineering, interior design and other specialists and consultants selected by the Developer for the design and construction of the Project.

"Tax Increment Shortfall" means the amount equal to the difference between 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.*, and the amount projected to be paid by the City as debt service on the City's tax increment financing bonds as set forth in Exhibit E, commencing the first year in which a payment is due on the City tax increment financing bonds issued to finance the City's costs hereunder. The attached Exhibit E is an example and will be replaced with an Exhibit E reflecting the actual interest rates and debt service after the bonds are sold.

1.2 Other Definitions. In addition to the terms defined in Section 1.1, other terms will have the definitions provided elsewhere in this Agreement.

1.3 Exhibits. The exhibits identified in this Agreement and attached to it, or otherwise identified by the signing or initialing of the Parties, are incorporated by reference and made a part of this Agreement as though they were fully set forth in the text of this Agreement.

Section 2
Project

2.1 Project. Developer shall provide the Developer Improvement Contribution, and shall provide all services, equipment, materials, supplies, labor, and every article of any kind necessary or appropriate for the planning, development, construction, and furnishing of the Project, including those needed or appropriate for opening of the Project for business, all in accordance with the Development Plan. Developer shall be an independent contractor for all purposes, and nothing contained in this Agreement nor any actions of the Parties shall be construed to create a partnership, joint venture, or agency relationship between the City and Developer. No one performing work on the Project under the direction of Developer, or under the direction of any of the Contractors, shall be deemed to be an employee of the City for any reason or purpose whatsoever.

2.2 Funding of Project Land Acquisition. Subject to satisfaction of the conditions precedent herein, the City will fund an amount up to the $3,325,000 as described in the definition of City Improvement Expenditure, above, to pay DGL Investments, LLC for the Project Land upon satisfaction of environmental and title requirements and delivery of the documents in Section 3.1.1 below.

2.3 Project Use. Subject to applicable statutory requirements, Developer may convert and sell some or all of the apartments into condominiums at some point in the future. Any such sale might include a sale of the Parking Facilities to the condominium owners.

2.4 Conditions Precedent to Project. The following matters shall be completed prior to disbursement of any City Improvement Expenditure.

2.4.1 The closing by Developer of a HUD-guaranteed loan to finance the Project and the funding at the HUD loan closing by Developer of the $1,000,000 Tax Increment Shortfall Escrow (as provided for in Section 2.4.3 below).

2.4.2 Developer shall deliver to the City Representative documentation acceptable to the City showing that all creditors with claims for payment for work done on the Wichita Executive Center have been paid in full for such claims at or prior to the HUD loan closing.

2.4.3 $1,000,000 shall have been deposited in an escrow (the "Tax Increment Shortfall Escrow) which the City may draw upon in whole or in part to cover Tax Increment Shortfall, and the Developer shall have executed and delivered to the City an appropriate Pledge and Security Agreement and UCC financing statements pledging $140,000 per year from the net operating income of the Project (after taxes and debt service on the HUD loan, but not to exceed 75% of "annual surplus cash" as defined by HUD regulations), (the "Developer Increment Payment") starting with the third calendar year following Completion of the Project, to pay any portion of Tax Increment Shortfall (including unpaid Tax Increment Shortfall from prior years) that the Tax Increment Shortfall Escrow was not sufficient to cover. The Developer and the City anticipate entering into an escrow agreement for the benefit of the parties with Gershman Mortgage Co. or other qualified escrow agent to hold Developer's deposit for disbursement to Developer and the City as described in this agreement. The cost of such Escrow will be borne by the City. Any income derived from the Tax Increment Shortfall Escrow will accrue to said Escrow and be available to pay the cost of such Escrow.

Section 3
Construction Phase

3.1 Conditions Precedent to Construction. The following matters shall be completed before construction begins on the Project.

3.1.1 Delivery of Documents. The documents listed below (or copies), as well as any other documents reasonably required prior to commencement of construction, have been delivered to the City Representative. When necessary, Developer shall also procure the requisite filings of such documents with the appropriate officials:

(a) Construction permit and all other permits required before commencement of construction;

(b) Policies or certificate(s) of insurance evidencing that Developer has procured all insurance required by this Agreement;

(c) Satisfactory evidence to City Representative that the General Contractor selected by Developer to construct the Project is a registered contractor in good standing under the laws of Kansas and the laws of its state of its domicile;

(d) The Development Budget;

(e) The Development Plan;

(f) Performance and labor and material payment bonds as required by City's Charter Ordinance No. 203, dated September 19, 2006;

(g) Executed copies of the construction contract between Developer and the General Contractor, and the contract between the Developer and the Project Architect;

(h) Such other documentation including plans and specifications, schematic drawings and renderings of the Project as may reasonably be requested by the City Representative to insure the orderly development of the Project;

(i) Path of schedule for the Project agreed upon by Developer and the City Representative;

(j) All approvals from the Historic Preservation Board and all similar approvals needed for development of the Project have been obtained in writing; and

(k) Developer and the City Representative have provided each other with their respective written waivers of their rights to cancel this Agreement under Section 9.20.

3.1.2 Closing. Developer closing on acquisition of the Exchange Place Building, Bitting Building and the site for the location of the Parking Garage.

3.2 Construction. Developer will cause commencement of construction of the Project to begin promptly upon completion of the conditions in Section 3.1.1 and 3.1.2 and receipt of the acquisition costs pursuant to Section 2.2, and Developer will pursue Completion of construction with due diligence thereafter. During construction Developer agrees to the following conditions and instructions (where applicable, to the respective parts of the Project):

(a) To cause construction of the Project in a workmanlike manner, free of any material defects, in accordance with the final plans and specifications, and in accordance with all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws);

(b) To obtain all utility permits, certificates of occupancy, and all other licenses, permits and easements required for the operation of the Project;

(c) Supervise the timely and efficient performance of the Contractors and the Specialists and Consultants under their respective contracts with Developer to

enable them to perform their work in a timely, safe, professional and workmanlike manner.

(d) To utilize an invitation and selection procedure for selecting the General Contractor for the Parking Garage acceptable to the City.

3.3 Disbursements for Parking Garage. The City shall authorize Gershman Mortgage or its authorized title company as escrow agent administering the HUD Escrow, to disburse an amount up to the amount established as the City Parking Garage Expenditure, not to exceed the City Contribution amount, for the statutorily eligible construction costs of the Parking Garage incurred by the Developer in accordance with the construction contract for the Parking Garage (the "qualified costs"), subject to the additional requirements set forth herein.

As a condition of the disbursement, the Developer or the Developer's representative shall submit a Master Contractor's Requisition (HUD Form 92448) and Owner's Draw Form (HUD Form 92403) attesting to the incurrence of qualified costs in accordance with the procedures outlined herein below.

(a) A separate Contractor's Requisition (HUD Form 92448) shall be prepared for the Parking Garage construction draws which shall be submitted to the City Representative for review.

(b) The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a request is submitted, to examine the Developer's and others' records relating to all costs to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

The City shall have twenty (20) calendar days after receipt of any request hereunder to review and respond to any such request by written notice to the Developer and escrow agent. If the submitted documentation demonstrates that: (a) the costs included in the request are qualified costs, (b) the costs were incurred, and (c) Developer is not in material default under this Agreement, then the City shall process the request in accordance with established fiscal and accounting procedures of the City, approve the request and authorize the escrow agent to make the disbursement within twenty (20) days after submittal. Disbursements shall be made by the escrow agent for direct disbursement to contractors and subcontractors pursuant to HUD regulations. If the City disapproves the request, the City shall notify the Developer and escrow agent in writing of the reason for such disapproval within such twenty (20) day period after receipt of a request for payment, and the reason for disapproval must be stated. Only disputed amounts shall be withheld from any pay request.

Section 4
Additional Rights and Obligations

4.1 Approvals. Whenever this Agreement requires the consent or approval of the City Representative, the City Representative, in his or her sole discretion, may instead present the question to the City Council for the necessary consent or approval. Notwithstanding the foregoing, the Parties intend that City Council approval shall not be required or necessary for changes in the Development Plan which do not affect the City's expenditures and are consistent with the Development Concept, unless otherwise required by law.

4.2 Title to Property. Developer shall own the improvements and the Project Land in fee simple, free and clear of all liens and encumbrances, subject only to: liens and encumbrances placed thereon by Developer and real estate taxes and special assessments.

4.3 Related Improvements. Developer may construct related improvements, such as landscaping and streetscaping, and the City Representative will coordinate and cooperate with Developer to accommodate those improvements within the Project schedule.

4.4 Development Assistance. The City will provide development assistance to Developer, as needed, to facilitate and expedite the issuance of building permits and compliance with other City-controlled requirements relating to completion of the Project.

4.5 Access to Site. The City will provide reasonable access to Developer for staging and work areas adjacent to the Project Land. Toward this end, the City will cooperate with Developer to close streets under established City procedure during agreed periods of demolition and construction.

4.6 Certificate and Release. Upon proper application by Developer, the City will issue a certificate and release to Developer in regard to the Gilbert and Mosley groundwater contamination in accordance with the customary process for application and issuance of those certificates.

4.7 Use of Parking Garage. A minimum of 64 parking spaces shall be set aside in the Parking Garage for public parking and the balance for the exclusive use of the residents and guests of Exchange Place Building and Douglas Building. This allocation can be revised by Developer as market experience may demonstrate a need to reallocate parking spaces with consent of the City Representative (which consent shall not be unreasonably withheld or delayed).

Section 5
Insurance, Bonding, and Indemnification

5.1 Types of Coverage. Developer shall carry, or cause the General Contractor to carry, the following insurance coverage insuring Developer, General Contractor, and City through final completion (as defined in the construction contracts):

(a) Special or builder's "all risk" insurance (including theft, vandalism, boiler, and pressure vessel coverage), in an amount reasonably acceptable to the City

representative, insuring Developer's and City's interests in the Project and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by Developer or City in the Project (insurance shall also insure against loss from collapse of any part of the building or other structural failure during construction);

(b) Comprehensive general liability insurance insuring Developer and City against all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of Developer, City, and their respective agents, contractors, or employees, in connection with the design and construction of the Project, in the amount of not less than Five Hundred Thousand Dollars ($500,000) or in such other amounts as may be reasonably acceptable to Developer and the City, provided, however, such policies shall not name the City, or insure the City, for an amount of coverage in excess of the City's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);

(c) Workers' compensation insurance;

(d) Performance and labor and material payment bonds for the General Contractor as required by City Charter Ordinance No. 203;

(e) Automobile insurance (if applicable) with per occurrence limits of not less than $500,000; and

(f) All other insurance as required by law.

5.2 Policy Requirements. The following general requirements shall apply to all insurance coverage carried by Developer and General Contractor pursuant to Section 5.1:

(a) To the extent available, each policy shall contain a clause whereby the insurer waives all rights of subrogation against General Contractor, Developer, and City, as the case may be;

(b) Subject to the limitations on general liability insurance in Section 5.1(b), the City shall be named as its interests appear in all policies obtained by Developer and General Contractor;

(c) Such policies shall be with reputable insurance companies reasonably acceptable to Developer, City, and General Contractor and licensed to do business in Kansas;

(d) Developer shall provide the City Representative with policies or certificates of insurance evidencing such coverage prior to the start of construction;

(e) Within thirty (30) days prior to expiration of coverage, or as soon as practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium shall be provided by Developer to the City Representative; and

(f) The policies must be non-cancelable unless the carrier provides to the City Representative thirty (30) days' prior written notice of cancellation.

5.3 Indemnification. Developer agrees to indemnify, hold harmless, and defend City and members of the City Council, officers, agents, and employees (collectively referred to as the **"City Indemnified Parties"**) from and against all loss, damage, liability, cost or expense including, but not limited to, attorneys' fees and court costs incurred or suffered by or claimed against any of the City Indemnified Parties by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of Developer, its officers, directors, agents, or employees, or the accuracy or incompleteness of information furnished by these persons to the City.

The City's liability for any claims asserted by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence of willful misconduct of the City, its officers, directors, agents, or employees, shall be governed by the Kansas Tort Claims Act and other applicable laws of the State of Kansas.

Section 6
Term and Survival

The term of this Agreement shall commence upon the date of this Agreement and, unless terminated sooner as provided in this Agreement, shall end on the date that all of the following have occurred: the City Improvement Expenditure and City Parking Garage Expenditure have been released to Developer or otherwise paid; the Project is Completed; the Project is open to the public; all Tax Increment Shortfall has been paid; the period for collection of incremental property taxes to support eligible costs of the Project has expired; and, any balance remaining in the Tax Increment Shortfall Escrow has been released to Developer. However, the following provisions of this Agreement shall survive beyond the end of the term: all representations and warranties; all agreements of indemnification; all obligations of conveyance of title; parking allocations under Section 4.7; limitations on assignment under Section 9.16; and limitations concerning the Cash Basis and Budget Laws.

Section 7
Representations, Warranties, and Guaranties

7.1 City. The City warrants and represents to Developer as follows:

(a) It is a municipality and political subdivision of the State of Kansas, duly incorporated and validly existing under the laws of the State of Kansas.

(b) To the best of its knowledge, it has full power and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the limitations expressed herein or otherwise imposed by law.

(c) Neither the execution and delivery of this Agreement and the other documents contemplated herein nor the making of the City Improvement Expenditure or City Parking Garage Expenditure will conflict with or result in a breach of any of the terms,

covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.

7.2 Developer. The Developer warrants and represents to City as follows:

(a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of Kansas.

(b) It has the requisite power through John McWilliams to execute the documents under this Agreement and to consummate the transactions contemplated thereby.

(c) Neither the execution and delivery of the documents on its part, nor the making of the Developer Improvement Contribution, nor the construction of the Project will conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.

(d) It is duly authorized and registered to carry on business in Kansas pursuant to the laws of Kansas.

(e) Before commencement of construction, Developer will have examined the Project Land, the Exchange Place Building and the Bitting Building and made all other investigations it deems necessary to perform its duties under this Agreement and satisfy itself that there exists no condition on or about the Project Land or said buildings that would materially hinder or prohibit development of the Project as described in the Development Plan. The warranty under this subparagraph (e) does not restrict Developer's right to cancel this Agreement as provided in Section 9.20.

(f) All contracts with Contractors shall warrant that the work performed or material supplied by that Contractor to the Project will be free from any defects in materials and workmanship for a period of at least one (1) year from the date of Completion, and that such warranty does not restrict or otherwise limit that Contractor's obligation to construct the Project in a workmanlike manner and in accordance with the Development Plan as it pertains to that Contractor's work.

(g) It shall use reasonable care to insure that all Specialists and Consultants selected in connection with the design and construction of the Project shall be highly qualified to do the work they are engaged to perform and Developer shall make reasonable inquiries as to such persons' background, experience and reputation to assure they are well qualified to undertake such work.

Section 8
Tax Increment Shortfall Escrow & Pledge

In the event there is Tax Increment Shortfall, as defined above, the City will first draw such sums as may be available in the Tax Increment Shortfall Escrow. If sums available in the Tax Increment Shortfall Escrow are insufficient to pay all Tax Increment Shortfall, the City shall next apply funds available from the Developer Increment Payment. Tax Increment Shortfall remaining unpaid after both such sources are exhausted in a given year shall carry over to following years until paid. Developer Increment Payments shall be made within 90 days of receiving written notice and documentation from the City that there is (or remains) a Tax Increment Shortfall which exceeds the amount of funds available in the Tax Increment Shortfall Escrow.

In the event that the City, in any year from the initial year of debt service to and including 2027, collects incremental property taxes from the Center City South Redevelopment District in excess of the sums needed to cover debt service on City Bonds issued to finance portions of the City Contribution, such revenues will be applied in the following priorities: first, to any unpaid portion of the City Improvement Contribution, until the City Improvement Contribution has been fully paid; then, second, to replenish the balance of the Tax Increment Shortfall Escrow, until such balance is restored to $1,000,000; then, third, to repay the Developer for any funds it has theretofore paid from its Developer Increment Payment.

The City agrees that it will not undertake any new redevelopment projects in the Center City South Redevelopment District paid from incremental property taxes pursuant to K.S.A. 12-1770 *et seq.* prior to full payment of the City Improvement Expenditure, restoring the balance of the Tax Increment Shortfall Escrow to $1,000,000, repayment of the Developer for any funds it has paid from its Developer Increment Payment and the release of the obligation of Developer to fund any Tax Increment Shortfall amount, without the consent of the Developer.

When all Tax Increment Shortfall has been paid and 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*., exceed 110% of the maximum amount projected to be paid by the City as annual debt service on the City's tax increment financing bonds as set forth in Exhibit E for two consecutive years, any remaining balance in the Tax Increment Shortfall Escrow will be released to Developer and Developer Increment Payment pledge of net revenues will be terminated.

Section 9
General Provisions

9.1 Governing Law. This Agreement and the legal relations between the Parties shall be governed by, construed and interpreted under the laws of the State of Kansas, and exclusive venue for all disputes and litigation shall be in Wichita, Kansas only.

9.2 No Waiver. No failure of a Party to exercise any power given under this Agreement or to insist upon strict compliance of another Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

9.3 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

9.4 Written Amendments. Any amendment to this Agreement shall not be binding on any of the Parties unless the amendment is in writing, is duly authorized, and is duly executed by the Parties to this Agreement.

9.5 Time of Essence. Time is of the essence of this Agreement.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

9.7 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

9.8 Notices. All notices required to be given under this 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 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 shall be as follows:

(a) If to the City:

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

(b) If to Developer:

John K. McWilliams, Manager
KS1, LLC
6300 N. Sagewood Drive, Suite H-218
Park City, UT 84098
Fax # (435) 575-0143

9.9 Nondiscrimination and Equal Economic Opportunity. The Parties covenant and agree that in the performance of their duties and obligations under this Agreement and any other document, instrument, or agreement in connection with the transactions contemplated by this Agreement, neither of the Parties, nor their respective agents, employees, officers, directors, consultants, contractors or subcontractors, will discriminate against any applicant for employment or employee because of race, color, religion, sex, national origin, age, handicapped or disability status, or veterans status. The Parties agree to adhere to the City's standard contracting requirements as they relate to Nondiscrimination and Equal Employment Opportunity as set forth in Exhibit G.

9.10 Severability. If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability, and the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

9.11 Licenses and Permits. It shall be the ultimate responsibility of Developer to secure all local licenses and permits required to be obtained by Developer or City with respect to construction, completion and occupancy of the Project, including any necessary building, occupancy, sewer and utility permits. The City shall cooperate with Developer and all Contractors to the extent permitted by law in connection with the issuance of these licenses and permits.

9.12 Documents. All as-built drawings, plans, specifications, and other documents prepared for the Project pursuant to this Agreement shall become or remain the property of Developer whether or not the Project is Completed.

9.13 Approvals. Whenever the approval or consent of a Party is required in this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

9.14 "Including." Whenever general words or terms are followed by the word "including" (or other forms of the word "include") and words of particular and specific meaning, the words "including without limitation," and the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.

9.15 Binding Effect. Subject to the limitations of Section 9.16, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

9.16 Assignment. Except as provided herein, no Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Parties, and any such

assignment without such consent shall be void. The City may assign all or part of its interest to a city-established entity without approval of the other Parties so long as such assignee has the legal authority to fulfill the City's obligations under this Agreement and, to the extent that it does not have such authority, the assignment shall continue in effect but the City will remain obligated for such nonassignable or unauthorized obligations. Members of the Developer may pledge their membership interests in the Developer entity to the lender holding the primary Loan on the Project if so required by such lender. Developer may transfer membership interests to other parties without the consent of the City; provided however, no such transfer may occur unless John McWilliams remains the manager of the Developer and unless John McWilliams retains at least a 75% ownership interest in the Developer, either personally or through ownership in an entity that is a member of the Developer.

9.17 Brokerage Commissions. Except as noted below, both Parties represent to the other that they have not discussed this Agreement or the subject matter thereof with any real estate broker, agent or salesperson so as to create any legal right in any such broker, agent or salesperson to claim a real estate commission or similar fee with respect to the transactions contemplated by this Agreement. Both Parties hereby indemnify the other Party against and agree to hold the other harmless from any and all claims, suits, or judgments (including, without limitation, court costs and attorneys' fees incurred in connection with any such claims, suits or judgments) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the transactions contemplated by this Agreement.

9.18 Cash Basis and Budget Laws. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

9.19 Other Agreements. The Parties also covenant to negotiate and execute such additional documents as may be reasonably necessary to provide for the coordinated construction and operation of the Project.

9.20 Cancellation. In addition to other cancellation provisions under this Agreement, this Agreement may be cancelled by Developer before reimbursement of costs for acquisition of the Project Land if:

< the improvements to the Project contemplated by this Agreement cannot be made within the Development Budget; or

< Developer is unable to obtain financing and equity sufficient to make the Developer Improvement Contribution.

If Developer cancels this Agreement under the terms of this Section 9.20, then the Parties will pay their own expenses incurred to date, without seeking compensation from each other, and they shall have no further obligations toward each other.

9.21 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

9.22 Force Majeure. If an act of Force Majeure so damages the Project that it cannot be Completed within the Development Budget, then either Party may terminate this Agreement by giving written notice to the other. In that event, the Parties will pay their own respective costs and expenses incurred and thereafter have no further obligation to Complete construction and development of the Project.

CITY:
City of Wichita

By: _____
Carl Brewer, Mayor

Attest:_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary Rebenstorf, City Attorney

Exchange Place, LLC

By: _____
Michael Elzufon, Manager

DEVELOPER:
KS1, LLC

By:_____
John K. McWilliams, Manager

EXHIBIT A

Site Plans

EXHIBIT B

Development Budget:

Sources and Uses of Funds per HUD Form 92013

EXHIBIT C

Development Schedule

EXHIBIT D

Development Concept
March 24, 2010

The Project consists of two major components: (1) creation of 230 residential units and retail space in the downtown core by renovation of the Exchange Place Building and the Bitting Building and construction of a new Douglas Building and (2) construction of a new 273 stall Parking Garage.

Residential Units and Retail. The Exchange Place Building and the Bitting Buildings are located on the Northeast and Northwest corners of East Douglas and Market. The new Douglas Building will be located east of the Exchange Place Building. They will be converted and constructed into a residential and commercial complex which the Developer will convert and sell as condominiums. Any such sale might include a sale of the Parking Facilities to the condominium owners. Overall, the Project will provide:

- 230 residential apartments; and
- Approximately 15,000 square feet of street level retail space.

The collective apartments for all three buildings will be called Exchange Place apartments. Retail space will be located on the ground floor and serve occupants of the buildings as well as enhancing the availability of services for other workers and residents in the Downtown core area. Construction will begin after closing of the construction loan, and is anticipated to begin in the 3rd quarter of 2010 and be completed in eighteen months with an estimated cost of improvements of not less than $34,000,000.

Parking Facilities. Developer will construct a multilevel Parking Garage on the 200 block of East Douglas, west of the Kress Building and north / behind the new Douglas Building to contain 273 parking spaces. Additional parking spaces (14) will be located behind (north of) the Exchange Place Building. These two facilities are collectively described as the Parking Facilities and will contain approximately 287 parking spaces And, because of the automated system in the Parking Garage, can provide parking for over 500 residential and retail/office users. A minimum of 64 of these spaces will be available for daily and monthly public use. Construction is anticipated to begin in the 3rd quarter of 2010 and be complete in the 2nd quarter of 2011 at an estimated cost of approximately $7,801,557 which the City will fund up to the amount available under the City Contribution.

Compatible Facing. The Douglas Avenue sides of The Exchange Place Building/ and the Douglas Building will be designed to have compatible facing. The Project's exterior facades have already been reviewed and approved by the City's Historic Preservation Board. Plans will also be submitted for review by the Design Council.

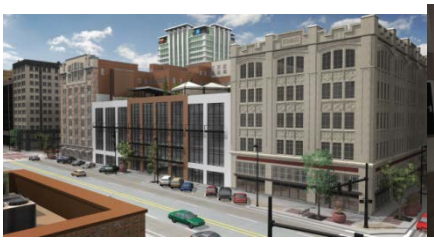
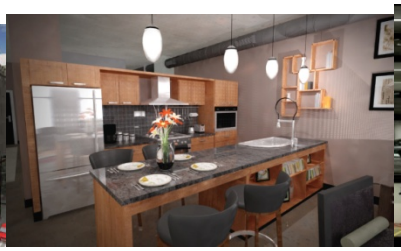



EXHIBIT E

Projected Debt Service Schedule
City of Wichita, Kansas – Tax Increment Financing Bonds

City of Wichita, Kansas
Center City South Redevelopment District
Exchange Place Project

Annual Period Ending (1)	Principal (2)	G.O. Taxable Rate (3)	Interest (4)	P&I (5)	Projected Revenue Available (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2015	-	3.50%	316,050	316,050	316,050	-	-
9/1/2016	265,000	3.50%	316,050	581,050	581,050	-	-
9/1/2017	455,000	3.50%	306,775	761,775	761,775	-	-
9/1/2018	610,000	3.50%	290,850	900,850	900,850	-	-
9/1/2019	670,000	3.50%	269,500	939,500	934,931	(4,569)	(4,569)
9/1/2020	590,000	3.50%	246,050	836,050	819,974	(16,076)	(20,645)
9/1/2021	665,000	3.50%	225,400	890,400	829,361	(61,039)	(81,684)
9/1/2022	785,000	3.50%	202,125	987,125	838,932	(148,193)	(229,877)
9/1/2023	840,000	3.50%	174,650	1,014,650	848,692	(165,958)	(395,835)
9/1/2024	950,000	3.50%	145,250	1,095,250	858,645	(236,605)	(632,440)
9/1/2025	1,000,000	3.50%	112,000	1,112,000	868,793	(243,207)	(875,647)
9/1/2026	1,050,000	3.50%	77,000	1,127,000	879,141	(247,859)	(1,123,506)
9/1/2027	1,150,000	3.50%	40,250	1,190,250	889,694	(300,556)	(1,424,062)
	9,030,000		2,721,950	11,751,950	10,327,888	(1,424,062)	

Total Project Cost	$ 10,300,000
- Pay-as-you-go Land Acquisition	$ (1,662,500)
+ Note Interest & Finance Costs	$ 260,000
+ City Project Management Costs (1.5%)	$ 129,563
TIF Bond Amount (Rounded up to nearest $5,000)	$ 9,030,000

EXHIBIT F

Legal Descriptions – Project Land
(General legal descriptions to be finalized prior to conveyance)

Exchange Place Building

Lot 110 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North.

Lot 112 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North.

Lot 114 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North.

Lots 14 and 16, on Market Street, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the West 70 1/10 feet of the North Half of the East and West alley adjoining said Lot 14 on the South.

Lot 18 and the South 0.20 feet of Lot 20, on Market Street, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas.

Bitting Building

East 20½ Feet of Lot 106 and all of Lot 108 on Douglas Avenue, in Greiffenstein's Original Town, Wichita, Sedgwick County, Kansas.

Michigan Building

Lot 116 and the West one Foot of Lot 118, on Douglas Avenue in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas.

Parking Garage Douglas Building-200 block of East Douglas, West of the Kress Building

Lot 118, except the West one Foot and all of Lot 120 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, AND a tract described as follows: Beginning 175 feet East from the Monument on Market Street on the North side of Douglas Avenue, said point being on the West side of alley; thence West 3 feet 1½ inches; thence North 130 Feet to the alley; thence East 3 Feet 1½ inches to alley; thence South 130 Feet to the place of beginning.

Lots 122, 124, and 126 on Douglas Avenue in Greiffenstein's Original Town, Wichita, Sedgwick County, Kansas.

EXHIBIT G

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.

First Published in the WICHITA EAGLE on _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF FULL FAITH AND CREDIT TAX INCREMENT BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF ACQUIRING REAL PROPERTY, DEMOLITION OF EXISTING STRUCTURES, AND DESIGN AND CONSTRUCTION OF A PUBLIC PARKING GARAGE, AND SITE IMPROVEMENTS IN THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT, EXCHANGE PLACE PROJECT AREA.

WHEREAS, 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, pursuant to the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas, particularly of K.S.A. 12-1770 *et seq.*, as amended (collectively, the "Act"), the City Council of the City (the "Governing Body"), has heretofore, by ordinance, established a redevelopment district within the City known as the Center City South Redevelopment District (the "District"); and

WHEREAS, pursuant to the Act the Governing Body, by ordinance, duly adopted a redevelopment project plan for the Exchange Place Project Area within the District, as amended from time to time (the "Project Plan"), which includes, but is not limited to, the acquisition of land within the Project Area, the demolishing of certain existing structures thereon, the design and construction of a public parking garage and making certain other site improvements, all in conjunction with development of additional housing and commercial structures by a private developer within the Project Area; and

WHEREAS, the Project Plan also authorizes the issuance by the City of its full faith and credit tax increment bonds of the City in order to finance all or a portion of the redevelopment project costs to be paid by the City and

WHEREAS, pursuant to the Act, the Governing Body hereby finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that full faith and credit tax increment bonds of the City, in an aggregate principal amount not to exceed $9,030,000, in one or more series (the "Bonds"), exclusive of the costs of interest on borrowed money, be authorized and issued for the purpose of paying all or a portion of the estimated $10,692,500 costs of the land acquisition, demolition, design and construction of a parking garage and site improvements referred to in the Project Plan.

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

SECTION 1. It is necessary to acquire real property located within the Project Area of the District, to demolish certain existing structures located thereon, and to design and construct a public parking garage and site improvements located within the Project Area as described in the Project Plan.

SECTION 2. The Governing Body hereby declares it to be its intention to issue and sell, in the manner provided by law, the Bonds under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770 *et seq.*, to pay all or a portion of the project costs described in

Section 1 hereof. Project Costs not paid from proceeds of the Bonds may be paid from available revenues of the City. The Bonds may be issued from time to time by action of the Governing Body.

SECTION 3. In order to temporarily finance the aforesaid project costs prior to the issuance of the Bonds as hereinbefore provided, there may be issued temporary improvement notes, in one or more series, in an aggregate principal amount not exceeding the authorization for the Bonds (the "Notes") from time to time upon subsequent action by the Governing Body.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper.

PASSED AND APPROVED BY the Governing Body of the City of Wichita, Kansas, this ____day of _____, 2013.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council Members

SUBJECT: 2013 Contract Renewal with Go Wichita Convention & Visitors Bureau

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: It is recommended that the City Council approve the contract between the City of Wichita and the Wichita Convention and Tourism Bureau, Inc. d/b/a Go Wichita Convention & Visitors Bureau.

Background: Go Wichita Convention & Visitors Bureau (Go Wichita) had a successful year during fiscal year 2012. Go Wichita met its primary goal of securing 127,500 convention room nights and generated motor coach overnight tours and day trips in excess of 2,000 room nights and 2,200 passengers, respectively. Meetings hosted during 2012 brought an economic impact of $40.1 million to the local economy and room nights secured for future years represent a future economic impact of over $45.7 million. Go Wichita successfully hosted major conventions such as the Society of Decorative Painters International Conference & Expo, American Rabbit Breeders Association Convention, American Angus Association National Conference, and the Midwest Fish and Wildlife Conference. Membership, in-kind, and private sponsorship dollars collected in 2012 reached $300,000.

During 2012, Go Wichita continually updated its website to capitalize on the increasing use of the web for travel planning and while traveling. Enhancements included going live with a mobile site, adding video testimonials, and adding an auto responder module to the website during 2012. Go Wichita advertising included regional television ad placements which generated more than 40 million impressions. Go Wichita placed more than 195 advertisements in over 50 local, state, regional and national publications which generated over 15 million impressions and nearly 9,000 requests for visitor information. Go Wichita also expanded the use of online advertising opportunities which resulted in an estimated 87 million impressions. Go Wichita continued to expand the use of social networking web sites and currently has a following of nearly 4,400 Facebook fans and more than 3,800 Twitter followers.

Other Go Wichita accomplishments for 2012 include starting a taxi driver customer service training program, partnering in the creation of Casino Neighborhood marketing materials, partnering in the creation of Wichita Restaurant Week, and hosting seven travel writers.

Analysis: The contract for the current fiscal year was negotiated with City staff and representatives from Go Wichita Convention and Visitors Bureau. The results are a proposed 2013 contract with performance goals for Go Wichita outlined in "Exhibit B." Exhibit B includes relevant and measurable goals in a performance matrix format. Go Wichita continues to strive to exceed its base goals while working to secure larger conventions approximately every five years.

In an effort to make it possible to bring different conventions and special events to Wichita, the City Council established a "Convention Promotion Contingency" allocation in the annual budget as part of the Tourism and Convention Fund. It is earmarked to fund special activities as deemed appropriate by Go Wichita. A few of the past recipients of sponsorships from this fund include the Society of Decorative Painters, Midwest Catholic Family Conference, Kansas Farm Bureau, USATF National Junior Olympics, Kansas State High School Activities Association, and the Prairie Fire Marathon. Go Wichita has attached a $150,000 contingency funding request for 2013 to support Go Wichita's efforts in attracting convention groups and events to the Wichita area.

Financial Considerations: Funding for the Convention and Tourism Fund comes from a six percent transient guest tax on hotel and motel rooms in Wichita. The 2013 Adopted Budget includes funding for Go Wichita's annual allocation in the amount of $2,301,982, which is to be paid from the Convention & Tourism Fund. The City agrees to advance Go Wichita $191,831.83 each month.

Go Wichita may receive up to $100,000 in matching funds if its private fund exceeds its 2013 baseline goal of $200,000. The sponsorships in Exhibit C may be reimbursed up to $150,000 of the Convention Promotion Contingency funds, which is also financed from the Convention & Tourism Fund.

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

Recommendations/Actions: It is recommended that the City Council approve the contract.

Attachments: Original signed contract with attachments:
Exhibit A – Non-discrimination Statement
Exhibit B – 2013 Performance Criteria
Exhibit C – 2013 Sponsorships – Convention & Promotion Contingency

WICHITA CONVENTION AND TOURISM BUREAU, INC.

THIS CONTRACT entered into this December 18, 2012 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Delegate Agency).

WHEREAS, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

WHEREAS, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

WHEREAS, the City desires to engage the Delegate Agency to render certain itemized professional services and activities hereinafter described; and

WHEREAS, the Delegate Agency warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

WHEREAS, the Delegate Agency further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

WHEREAS, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

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

SECTION 1. SCOPE OF SERVICES. The Delegate Agency, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Delegate Agency will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, the Mid-America All-Indian Center, Old Cowtown Museum, Wichita-Sedgwick County Historical Museum, the Kansas Aviation Museum, and the Kansas African American Museum, fees to participate in Delegate Agency's marketing or membership activities.

SECTION 2. TIME OF PERFORMANCE. The services of the Delegate Agency are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2013.

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. Establishment and Maintenance of Records. The Delegate Agency shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, the Delegate Agency shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. Documentation of Costs. All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and Information. The Delegate Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. The Delegate Agency will submit said reports on the date(s) designated by the City. In addition, the Delegate Agency will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

D. Audits and Inspections. The Delegate Agency shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. The Delegate Agency, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

SECTION 4. CONFLICT OF INTEREST. Members of the Board of Directors of the Delegate Agency shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Director has a substantial interest as defined in K.S.A. 75-4301.

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). The Delegate Agency further agrees to implement and comply with the "Revised Non-

Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

SECTION 7. ASSIGNABILITY. The Delegate Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. The Delegate Agency agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of the Delegate Agency.

SECTION 9. USE AND DISPOSITION OF PROPERTY.

A. Ownership During Usage by Agency. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Disposition of Personal Property. In the case of termination of the funding or of any individual project activity, all personal property in the possession of the Delegate Agency or the Agency's representative(s) purchased with funds under this contract shall be returned to the City immediately upon the termination of the contract. The Delegate Agency shall be responsible for any item(s) that are included on the Agency's inventory list. If these items are not returned to the City, the Agency shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and the Delegate Agency, unless otherwise specified in Exhibit B.

SECTION 10. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Delegate Agency relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total payments to the Delegate Agency will not exceed $2,401,982 for meeting all Exhibit B performance standards. The Delegate Agency will receive and disburse additional sponsorship monies to the applicant organizations listed on the attached Exhibit C, in a total amount not exceed $150,000.

C. Restriction on Disbursement. No transient guest tax funds shall be disbursed to a subcontractor of the Delegate Agency except pursuant to a written contract that incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by the Delegate Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of the Delegate Agency at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by the Delegate Agency, it shall be entitled to be reimbursed by the City for actual expenditures incurred under the Contract.

SECTION 12. AMENDMENTS.

A. Changes. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Delegate Agency mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

B. Budget Transfers. All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager such an amendment should be presented to the City Council for approval, he shall place the amendment on the City Manager's Agenda for consideration by that governing body.

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by the Delegate Agency under the direction of its Board of Directors.

SECTION 14. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.

SECTION 15. ANTI-TRUST LITIGATION. For good cause, and as consideration for execution of this contract, the Delegate Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Delegate Agency pursuant to this contract.

SECTION 16. APPENDICES. All exhibits referred in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

SECTION 17. INDEPENDENT CONTRACTOR. The Delegate Agency may negotiate directly for conventions, events and other bookings in order to generate room nights intended to generate a direct economic benefit for the local economy. In so doing, the Delegate Agency will be an independent contractor, and not the agent of the City. The Delegate Agency will not represent or imply to others that it possesses any agency authority on behalf of the City.

In support of the Delegate Agency's endeavors to obtain convention and similar bookings, the City may, from time to time, approve financial support and facilitate accommodations to the Delegate Agency, subject to availability of adequate funds properly budgeted and appropriated for this purpose.

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement
EXHIBIT B Performance Criteria
EXHIBIT C 2013 Convention and Promotion Contingency

IN WITNESS WHEREOF, the parties have executed this contract on the December 18, 2012.

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

DELEGATE AGENCY

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

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Exhibit A

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

During the term of this contract, the contractor or subcontractor, vendor or 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

Go Wichita Convention & Visitors Bureau
2013 Performance Criteria

It is mutually agreed and understood by the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a/ Go Wichita Convention & Visitors Bureau, hereinafter referred to as the "City" and the "Delegate Agency" respectively, that the execution of this contract commits the Delegate Agency to the following goal statements and objectives.

MISSION STATEMENT

The mission of the Go Wichita Convention & Visitors Bureau is to market the Greater Wichita Area as a destination, thereby enhancing the economic development of the city, county, region and state.

ECONOMIC IMPACT

Tourism impacts the Wichita economy in several ways including bringing new dollars into the Wichita area, generating tax revenue and creating jobs. The Delegate Agency periodically conducts research to measure economic impact. According to our latest study:

- Domestic travelers directly spent nearly $712 million in the Wichita MSA during 2011. $644.5 million of this was in Sedgwick County.
- Visitors pay Lodging tax, State Sales tax and County Sales tax - taxes paid by visitors represent taxes that do not have to be paid by Wichita residents. During 2011 domestic traveler spending in Sedgwick County generated $62.4 million in tax revenue.
- Domestic travel expenditures directly generated 11,240 jobs within the Wichita MSA during 2011. 9,940 of these jobs are in Sedgwick County.

Note: Information is from The Economic Impact of Travel on the Wichita MSA, 2011. A Study Prepared for Go Wichita by the Research Department of the U.S. Travel Association.

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

1. Convention Sales Future Bookings (Conventions booked from Jan 1-December 31, 2013)

2013 Goal: Generate 130,000 room nights

	2008	2009	2010*	2011	2012 (Forecast)	2012 Goal	2013 Goal
Room Nights Secured:	111,908	124,721	136,568	125,026	127,500	127,500	130,000
Summation of Bookings:	625,723						
Benchmark (5 yr avg.):	125,145						

*2010 included USATF booking of 11,000 room nights

2. Tourism Sales Bookings (Tours hosted from Jan 1-December 31, 2013).

a. Motorcoach Overnight Tours:

2013 Goal: Generate Motorcoach overnight Tours utilizing a total of 2,000 room nights

	2008	2009	2010	2011	2012 (Forecast)	2012 Goal	2013 Goal
Motorcoach Room Nights Secured:	1,482	1,516	886	1,035	1,200	1,385	1,300
Performance Group Room Nights Secured:	1,605	494	830	533	800	615	700
Total Room Nights Secured:	3,087	2,010	1,716	1,568	2,000	2,000	2,000
Summation of Bookings:	10,381						
Benchmark (5 yr avg.):	2,076						

b. Motorcoach Day Trips:

2013 Goal: Generate Motorcoach Day Trips for a total of 2,300 passengers

	2008	2009	2010	2011*	2012 (Forecast)	2012 Goal	2013 Goal
Day Trip Passengers:	4,781	3,719	5,033	2,129	2,200	3,000	2,300
Crown Uptown - Church Basement Ladies performance	2,007		1,930				
Day Trip Passengers net of Large Bookings:	2,774	3,719	3,103	2,129	2,200	3,000	2,300
Summation of Typical Passengers:	13,925						
Benchmark (5 yr avg.):	2,785						

*2011 results were impacted by the Crown Uptown Theatre closing in June of 2011 (loss of approx 600 passengers).

OBJECTIVE #2: The Delegate Agency will implement a multi-faceted marketing program promoting the Greater Wichita Area as a destination.

1. Increase reach to regional television viewers
   2013 Goal: 45,000,000 viewer impressions

	2009 Viewers	2010 Viewers	2011 Viewers	2012* Viewers Forecast	2012 Viewers Goal	2013 Viewers Goal
Kansas Ads:	33,000,000	25,740,720	20,105,650	45,640,435	20,000,000	45,000,000

Note: Go Wichita participates in the Kansas Travel & Tourism (KST&T) co-op television advertising campaign. Results are influenced by number of participating CVBs throughout the state. The 2013 goal was established based on 2012 participation.

*2012 impressions exceeded the goal due to KST&T changing their strategy from previous years by purchasing two 15 second ads to bookend commercial breaks rather than purchasing one 30 second ad. This results in two impressions instead of one.

2. Increase regional and statewide billboard impressions
   2013 Goal: 29,800,000 impressions

2008 Impressions	2009* Impressions	2010 Impressions	2011 Impressions	2012 Impressions Forecast	2012 Impressions Goal	2013 Impressions Goal
130,240,734	37,799,096	29,846,152	29,846,140	29,846,140	30,000,000	29,846,140

*During 2009 the billboard campaign was evaluated by our advertising agency and the number of billboards was reduced.

3. Increase quality national, regional and statewide print advertising impressions
   2013 Goal: 12,000,000 impressions

2008 Impressions	2009 Impressions	2010 Impressions	2011 Impressions	2012 Impressions Forecast	2012 Impressions Goal	2013 Impressions Goal
12,726,221	15,038,494	18,720,997	11,363,929	15,200,000	12,000,000	12,000,000

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

4. Increase online advertising impressions
2013 Goal: 90,000,000 impressions

2010 Impressions	2011 Impressions	2012 Impressions Forecast	2012 Impressions Goal	2013 Impressions Goal
6,525,345	16,669,528	87,029,499	25,000,000	90,000,000

Note: Online advertising impressions is a new category that Go Wichita began tracking in 2010.

6. Increase website page views and visits
2013 goal: 250,000 unique visits generating 600,000 page views

	2009	2010	2011	2012 Forecast	2012 Goal	2013 Goal
Visits	81,448	108,471	166,601	200,000	170,000	250,000
Page Views	444,268	445,538	495,405	600,000	467,500	600,000
Interactive Visitor Guide visits	2,462	1,420	13,490	10,500	6,000	15,000

7. Increase number of Media Pitches with national and regional media and travel writers
2013 Goal: 36 Media Pitches with 75 articles published

	2010	2011	2012 Forecast	2012 Goal	2013 Goal
Media Pitches	36	41	30	36	36
Regional & National Articles Published	50*	36	40	75	75

Note: Beginning in 2010, as part of our marketing objective, Go Wichita began setting goals for Media Placement Initiatives made to national and regional media and travel writers. This includes all media outside of the local Wichita area as well as all travel writers.

* Updated to reflect only Regional & National Articles Published. Local articles are now tracked in objective 3.2.

OBJECTIVE #3: The Delegate Agency will generate positive awareness of tourism as an industry and build community support for Go Wichita, the Delegate Agency, and it's mission, vision and goals.

1. Hospitality Training Program

	2007	2008	2009*	2010	2011	2012** Forecast	2012 Goal	2013 Goal
Sessions	6	6	1	5	8	14	4	15

*In order to update the program, hospitality training was suspended for a portion of 2009.

**Includes taxi driver training.

2 Local Media Pitches

	2010	2011	2012 Forecast	2012 Goal	2013 Goal
Local Pitches	54*	64	36	65	50
Local Articles	88*	101	77	100	80

Note: We began tracking Local Media Pitches as a separate category in 2010. Local Media Pitches are pitches to the local Wichita area media on various tourism related issues.

*Restated to include Local Media Pitches and Local Articles.

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

2008	2009	2010	2011	2012 Forecast	2012 Goal	2013 Goal
61	26	24	46	40	50	50

Note: Go Wichita has traditionally tracked the number of leads for film and production crew assistance. In 2009 we began tracking responses to leads. In 2012 Go Wichita partnered with the Tallgrass Film Association to grow film and production opportunities.

OBJECTIVE #5: The Delegate Agency will secure additional private funding resources to augment the Delegate Agency's transient guest tax allocation.

1. In-Kind Contributions

2013 Goal: **$30,000** of in-kind contributions from hospitality industry partners to augment the Delegate Agency's marketing efforts

	2008	2009	2010	2011	2012 (Forecast)	2012 Goal	2013 Goal
In-kind Donations:	$ 105,889	$ 132,444	$ 58,488	$ 30,539	$ 25,000	$ 75,000	$ 30,000
Summation of Typical Gift value:	$ 352,360						
Benchmark (5 yr avg.):	$ 70,472						

2. Cash Contributions
2013 Goal: **$300,000** in private revenues. The City of Wichita agrees to match each dollar collected above $200,000, not exceeding $100,000 in additional matched funds.

	2008	2009	2010	2011	2012 (Forecast)	2012 Goal	2013 Goal
Private Revenues:	$ 304,912	$ 269,910	$ 275,352	$ 262,353	$ 273,000	$ 325,000	$ 300,000
Summation of Private Revenue:	$ 1,385,527						
Benchmark (5 yr avg.):	$ 277,105						

OBJECTIVE #6: The Delegate Agency will support and influence the development and maintenance of accommodations, facilities, attractions and infrastructure that are consistent with the Delegate Agency's mission statement and that meet the needs of visitors.

Industry Indicators

The Delegate Agency will quarterly track the following industry indicators which reflect the economic growth and impact of tourism in the area.

- Transient Guest Tax Revenues
- Hotel Occupancy Rate
- Hotel Average Daily Rate (ADR)
- Report quarterly and yearly historical comparison at area attractions

2013 Operating Budget

2013 Adopted Budget	$ 2,301,982
Monthly Advance	$ 191,831.83

1. **Method of Payment**

The Delegate Agency agrees payments under this contract shall be in accordance with established budgetary, purchasing and accounting procedures of the city of Wichita.

1.1. The City agrees to advance the Delegate Agency 1/12th of the approved Operating Budget on the first Friday of each month. The Delegate agency, upon closing their month-end books, will submit an invoice for all monthly expenditures to the City for approval. The City may request additional justification regarding items submitted for payment and may decline payment for items not related to the promotion of convention and tourism in the City of Wichita. All billings are subject to discussion and resolution by and between the City Manager and the President/CEO of the Delegate Agency, or their representatives. All final billings and payments will be reconciled at year-end. The City, at the Delegate Agency's request, will consider additional funding for special tourism projects that will enhance tourism initiatives.

2. **Information to be provided by the Delegate Agency to the City**

   2.1. A monthly printout, which reflects all actual expenditures by line item and program expenditure.
   2.2. An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards. For the 2012 annual audit, the audit firm of BKD, LLP has been retained by the Delegate Agency.
   2.3. The Delegate Agency will provide to the City Appointed Board Representative a copy of the Board of Directors minutes.

3. **Inventory**

   The Delegate Agency shall maintain in its office and file with the City an up-to-date inventory list of all personal property, e.g. furniture, fixtures, equipment, etc. purchased with transient guest tax funds and used for the administration of the program or in the administration of a project operated in conjunction with the contract. Such inventory list must identify each item purchased, state the physical location of same, the cost of each item, the date purchased and the City of Wichita inventory seal number must be affixed to each item. Authorized additional items purchased during the contact year shall be reported to the City within 30 days of receipt.

   The Delegate Agency shall be responsible for conducting a physical inventory of each of the inventoried items with its final report for the contract year, certifying in written form that all such inventory items are in the possession of the Delegate Agency. No inventory items may be disposed of in any fashion without the prior written approval of the City.

4. **Program Progress Reports**

   The Delegate Agency as part of its obligation under section 3 of this contract shall submit a quarterly report to the City of Wichita for the quarters ending March 31, June 30, September 30, and December 31. These reports shall be due in the City Manager's Office in order to provide the City with the information to evaluate the Performance Criteria section of this contract. This report shall be submitted no later than 45 days following the end of each quarter.

Exhibit C
Go Wichita Convention & Visitor Bureau

2013 Sponsorships - Convention & Promotion Contingency		
Community Event Sponsorships	$	25,000
Community Event Sponsorships represent sponsorship contributions to various local events which attract visitors to the area from outside of Sedgwick County.		
National Convention Sponsorships	$	15,000
Regional Convention Sponsorships	$	3,150
State Convention Sponsorships	$	4,400
National, Regional, and State Sponsorships represent sponsorships of national, regional and state groups who choose to hold conventions and meetings in the Greater Wichita Area.		
Sports Sponsorships	$	40,450
Sports Sponsorships represent sponsorship of local, regional, and national sporting events held in the Greater Wichita Area. Many of these events are in partnership with the Greater Wichita Area Sports Commission.		
Potential New Requests	$	42,000
During the year, Go Wichita will review new sponsorship opportunities to increase visitation and events in Wichita.		
City Reserved Amount	$	20,000
Total	**$**	**150,000**

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: William Street, Main to Emporia (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve William Street from Main to Emporia. On November 5, 2012, the District I Advisory Board sponsored a neighborhood hearing on the project. After hearing the item, the Board voted unanimously to defer the item for one month for staff to gather additional information regarding existing conditions and street widths of William Street. On December 3, 2012, the District I Advisory Board sponsored a second neighborhood hearing on the project. Staff presented existing lane widths and parking configuration for each block to address concerns the DAB had the previous month. After staff and board discussion the board voted 6-1 to approve the project.

Analysis: The proposed improvements include converting William Street from a one-way westbound street to a two-way street providing one lane in each direction. The pavement will be improved as necessary and will be restriped to allow for two-way traffic. The project will also include replacing the wheelchair ramps and modifications to the traffic signals. Construction is planned to begin in 2013.

Financial Considerations: The estimated construction cost of the project is $375,000. An estimated savings of $275,000 in General Obligation funds is available from the Douglas Block Parking Garage. The Council is asked to waive the City Council Policy No. 2 that was approved with the Adopted 2009-2018 Capital Improvement Program to allow the transfer of funds from one project to another. The additional $100,000 is funded from General Obligation bonds and is designated for this project area in the 2013 Traffic Signalization budget.

Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

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

Recommendation/Actions: It is recommended that the City Council approve the project and the construction budget, waive the City Council Policy No. 2, adopt the bonding resolution and authorize the necessary signatures. Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

Attachments: Map, CIP sheet and bonding resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	12/5/2012	S William Street, Main to Emporia

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-		2012	

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

12. Project Cost Estimate

ITEM	*GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	$375,000			$375,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals	$375,000			$375,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

*$275,000 from Douglas Block Parking Garage

*$100,000 from 2013 Traffic Signalization

472-85007

13. Recommendation: Approve the project and ordinance.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on December 21, 2012

RESOLUTION NO. 12-262

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE **WILLIAM STREET, BETWEEN MAIN AND EMPORIA (472-85077).**

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

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

> Converting William Street from a one-way westbound street to a two-way street providing one lane in each direction. Improving pavement as necessary and street will be restriped to allow for two-way traffic. Replacing the wheelchair ramps and modifications to the traffic signals.

SECTION 2. The total cost is estimated not to exceed $275,000, exclusive of the cost of interest on borrowed money, with the total paid by the issuance of bonds by the City of Wichita at large.

SECTION 3. That the advisability of said improvements is established and authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4. That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of December, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Wichita, Kansas
December 17, 2012
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, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, Purchasing , representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, December 10, 2012, were read and on motion approved.

Bids were opened on December 14, 2012, pursuant to advertisements published on:

Broadway Bridge Replacement (Broadway Street at 34th Street South) 472-84965/636266.

United Contractors $11,907,078.85

2012 Sanitary Sewer Rehabilitation Phase C (north of Harry, east of Seneca) (468-84853/620606/662020) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, VI)

Western Slope Utilities LLC - $256,431.30

Riverside Area Sanitary Sewer Improvements, Phase 2 (north of Central, east of Meridian) (468-84839/624103/652021) *Traffic to be maintained during construction using flagpersons and* barricades. (District VI)

Forshee Plumbing- $116,316.00

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

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/PRODUCTION AND PUMPING DIVISION: Footbridge Coatings and Weld Replacement.

Thomas Industrial Coatings - $146,000.00 Base Bid
$4,200.00 Alternate 1
$108,000.00 Alternate 2
$18,000.00 Alternate 3

PUBLIC WORKS AND UTILITIES DEPARTMENT / PRODUCTION AND PUMPING DIVISION: Ion Chromatography System with Autosampler.

Dionex Corporation - $57,341.28 Base Bid
<$9,462.50> Deduct Option 1

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Concrete Pathway and Park Improvements.

Calvin Opp Concrete Inc. – 13,350.00

PUBLIC WORKS AND UTILITIES/PRODUCTION AND PUMPING DIVISION: Replace Fairbanks Morse Impellar.

Douglas Pump Service Inc. - $104,778.00

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

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: December 17, 2012

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

December 14, 2012

Broadway Bridge Replacement (Broadway Street at 34th Street South) – Public Works & Utilities Department/Engineering Division
United Contractors **$11,907,078.85**

2012 Sanitary Sewer Rehabilitation Phase C (north of Harry, east of Seneca) – Public Works & Utilities Department/Engineering Division
Western Slope Utilities, LLC **$256,431.30**

Riverside Area Sanitary Sewer Improvements, Phase 2 (north of Central, east of Meridian) – Public Works & Utilities Department/Engineering Division
Forshee Plumbing **$116,316.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

December 14, 2012

Removal and Replacement of Footbridge Coatings and Footbridge Deck Weld Cheney Dam – Public Works & Utilities Department/Production & Pumping Division

Thomas Industrial Coatings	**Base Bid**	**$146,000.00**
	Alternate 1 (Add)	**$4,200.00**
	Alternate 2 (Add)	**$108,000.00**
	Alternate 3 (Add)	**$18,000.00**

Ion Chromatography System with Autosampler, Software, Computer, Printer & Training – Public Works & Utilities Department/Production & Pumping Division

Dionex Corporation	**Base Bid**	**$57,341.28**
	Option 1 (Deduct)	**<$9,462.50>**

Concrete Pathway and Park Improvements at Grandparents Park – Park & Recreation Department/Recreation Division
Calvin Opp Concrete, Inc. **$13,350.00**

Replace Fairbanks Morse Impeller – Public Works & Utilities Department/Production & Pumping Division
Douglas Pump Service, Inc. **(Deferred from December 10, 2012)** **$104,778.00**

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

Clarence Rose
for Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - November 16, 2012

RQ#240986/240987

FB#240175		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Broadway Bridge Replacement		$15,092,019.20			
(Broadway Street at 34th Street South)	BID BOND				
	ADDENDA	3			
472-84965 (715727/636266)					
		Engineer's Construction Estimate	Lafarge North America	Central Paving	Dondlinger & Sons
Broadway Bridge Replacement		$15,092,019.20			$12,121,223.93
(Broadway Street at 34th Street South)	BID BOND				x
	ADDENDA	3			x
472-84965 (715727/636266)					
		Engineer's Construction Estimate	Barkley Construction	Wildcat Costruction	United Contractors
Broadway Bridge Replacement		$15,092,019.20		$13,333,333.33	$11,907,078.85
(Broadway Street at 34th Street South)	BID BOND			X	x
	ADDENDA	3			x
472-84965 (715727/636266)					
		Engineer's Construction Estimate			
Broadway Bridge Replacement		$15,092,019.20			
(Broadway Street at 34th Street South)	BID BOND				
	ADDENDA	3			
472-84965 (715727/636266)					

CHECKED BY: KP

REVIEWED BY: KM

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - December 14, 2012

RQ#241108

FB#240193		Engineer's Construction Estimate	Layne Inliner	Western Slope Utilities LLC	Tele Environmental Systems Inc.
2012 Sanitary Sewer Rehabilitation Phase C		$274,425.00	$261,519.50	$256,431.30	$263,472.60
(north of Harry, east of Seneca)	BID BOND		X	X	X
468-84853	ADDENDA	0			
(620606)					
		Engineer's Construction Estimate	SAK Construction LLC	Insituform Technologies USA	Utilities Plus
2012 Sanitary Sewer Rehabilitation Phase C		$274,425.00	$317,033.90	$333,677.50	
(north of Harry, east of Seneca)	BID BOND		X	X	
468-84853	ADDENDA	0			
(620606)					
		Engineer's Construction Estimate	Wildcat Construction	WB Carter d/b/a Stannard Construction	
2012 Sanitary Sewer Rehabilitation Phase C		$274,425.00			
(north of Harry, east of Seneca)	BID BOND				
468-84853	ADDENDA	0			
(620606)					
		Engineer's Construction Estimate			
2012 Sanitary Sewer Rehabilitation Phase C		$274,425.00			
(north of Harry, east of Seneca)	BID BOND				
468-84853	ADDENDA	0			
(620606)					

CHECKED BY: KP

REVIEWED BY: [illegible]

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - December 14, 2012

RQ#241147

FB#240202		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Riverside Area Sanitary Sewer Improvements, Phase 2		$226,940.00	$148,963.00		
(north of Central, east of Meridian)	BID BOND				
468-84839	ADDENDA	0			
(624103)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Riverside Area Sanitary Sewer Improvements, Phase 2		$226,940.00		$189,116.24	
(north of Central, east of Meridian)	BID BOND				
468-84839	ADDENDA	0			
(624103)					
		Engineer's Construction Estimate	Wildcat Construction	WB Carter d/b/a Stannard Construction	Danco Enterprises
Riverside Area Sanitary Sewer Improvements, Phase 2		$226,940.00	$134,660.15	$154,697.00	$142,348.00
(north of Central, east of Meridian)	BID BOND			X	X
468-84839	ADDENDA	0			
(624103)					
		Engineer's Construction Estimate	Forshee Plumbing	Wichita Excavation	
Riverside Area Sanitary Sewer Improvements, Phase 2		$226,940.00	$116,316.00	$159,980.00	
(north of Central, east of Meridian)	BID BOND		X	X	
468-84839	ADDENDA	0			
(624103)					

CHECKED BY: KP

REVIEWED BY: [illegible]

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: **FB240198** Footbridge Coatings & Weld Replacement

Close Date/Time: 12/14/2012 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **PUBLIC WORKS & UTILITIES**

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
THOMAS INDUSTRIAL COATINGS	Complete	$276,200.00	Award 12-18-12 Base Bid with Alternates 1-3 Public Works & Utilities Dept/Production & Pumping Div
LINDNER PAINTING, INC.	Complete	$362,190.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: **FB240198** Footbridge Coatings & Weld Replacement

Close Date/Time: 12/14/2012 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **PUBLIC WORKS & UTILITIES**

Go to: 1

Return to the Bid List

Responses: 2

Group 1

Vendors	Complete	Group Total Net Bid
THOMAS INDUSTRIAL COATINGS	Complete	$146,000.00
LINDNER PAINTING, INC.	Complete	$309,650.00

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Group 2

Vendors	Complete	Group Total Net Bid

Group 2: Alternate 1

Vendors	Complete	Group Total Net Bid
LINDNER PAINTING, INC.	Complete	$2,260.00
THOMAS INDUSTRIAL COATINGS	Complete	$4,200.00

Group 2: Alternate 2

Vendors	Complete	Group Total Net Bid
LINDNER PAINTING, INC.	Complete	$18,680.00
THOMAS INDUSTRIAL COATINGS	Complete	$108,000.00

Group 2: Alternate 3

Vendors	Complete	Group Total Net Bid
THOMAS INDUSTRIAL COATINGS	Complete	$18,000.00
LINDNER PAINTING, INC.	Complete	$31,600.00

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Registration Solicitations Document Inquiry Login Help

Bid Results

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

Vendor Group Line

Solicitation: FB240198 Footbridge Coatings & Weld Replacement

Close Date/Time: 12/14/2012 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Aggregate Cost

Department: PUBLIC WORKS & UTILITIES

Responses: 2

Go to: 001

Line 001 Group 1 - Base Bid: Mobilization and Demobilization

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LINDNER PAINTING, INC.	1	Lump Sum	$9,910.0000	$9,910.00	Complete	
THOMAS INDUSTRIAL COATINGS	1	Lump Sum	$21,000.0000	$21,000.00	Complete	

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Line 002 Group 1 - Base Bid: Preparation and Painting Approximately 5000 sq ft.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THOMAS INDUSTRIAL COATINGS	1	Lump Sum	$52,000.0000	$52,000.00	Complete	
LINDNER PAINTING, INC.	1	Lump Sum	$125,000.0000	$125,000.00	Complete	

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Line 003 Group 1 - Base Bid: Worker and Environmental Protection, Containment System, Waste Management

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THOMAS INDUSTRIAL COATINGS	1	Lump Sum	$57,000.0000	$57,000.00	Complete	
LINDNER PAINTING, INC.	1	Lump Sum	$148,000.0000	$148,000.00	Complete	

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Line 004 Group 1 - Base Bid: Deck Weld Removal and Replacement

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THOMAS INDUSTRIAL COATINGS	1	Lump Sum	$16,000.0000	$16,000.00	Complete	
LINDNER PAINTING, INC.	1	Lump Sum	$26,740.0000	$26,740.00	Complete	

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Line 005 Group 2 - Add Aleternate No. 1 - Replace existing 42" chain link fence with new 42" chain link fence

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LINDNER PAINTING, INC.	1	Lump Sum	$2,260.0000	$2,260.00	Complete	
THOMAS INDUSTRIAL COATINGS	1	Lump Sum	$4,200.0000	$4,200.00	Complete	

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Line 006 Group 2 - Add Alternate No. 2 - In lieu of sandblasting and re-welding 42" steel footbridge plates, remove and install new 42" aluminum raised deck plates in accordance with AASHTO, Guide Specification for Design of Pedestrian Bridges (minimum live design loading of 90 psf) and The Aluminum Association, Specifications and Guidelines for Aluminum Structures, latest editions.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LINDNER PAINTING, INC.	1	Lump Sum	$18,680.0000	$18,680.00	Complete	

THOMAS INDUSTRIAL COATINGS	1	Lump Sum	$108,000.0000	$108,000.00	Complete

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Line 007 Group 2 - Add Alternate No. 3 - Clean and paint truss system to match existing bridge.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THOMAS INDUSTRIAL COATINGS	1	Lump Sum	$18,000.0000	$18,000.00	Complete	
LINDNER PAINTING, INC.	1	Lump Sum	$31,600.0000	$31,600.00	Complete	

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Bid Results

Profile Solicitations Document Inquiry Logout Help

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

Vendor Group Line

Solicitation: **FB240203** Ion Chromatography System with Autosamp

Close Date/Time: 12/14/2012 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **Water Production & Pumping Division**

Return to the Bid List

Responses: **1**

Vendors	Complete	Bid Total	City Comments
DIONEX CORP	Complete	$47,878.78	Award 12/18/12 Base Bid with Option 1 Public Works & Utilities Dept/Production & Pumping Div

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Registration Solicitations Document Inquiry Login Help

Bid Results

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

Vendor Group Line

Solicitation: FB240203 Ion Chromatography System with Autosamp

Close Date/Time: 12/14/2012 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Aggregate Cost

Department: Water Production & Pumping Division

Responses: 1

Go to: 001

Line 001 Base Bid: Ion Chromatography System with Autosampler, Software, Computer, Printer & Trainining as per Specifications.
Manufacturer:_____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DIONEX CORP	1	Lump Sum	$57,341.2800	$57,341.28	Complete	

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Line 002 Option 1: Trade-In

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DIONEX CORP	1	Lump Sum	($9,462.5000)	($9,462.50)	Complete	

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: **FB240205** Concrete Pathway and Park Improvements

Close Date/Time: 12/14/2012 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **Parks**

Return to the Bid List

Responses: **6**

Vendors	Complete	Bid Total	City Comments
CALVIN OPP CONCRETE INC	Complete	$13,350.00	Award 12-18-12 Park & Recreation Dept./Recreation Division
CARO CONSTRUCTION CO INC	Complete	$14,662.00	
BARKLEY CONSTRUCTION	Complete	$14,670.00	
CONSPEC INC DBA KANSAS PAVING	Complete	$19,750.00	
ARAMBULA CONSTRUCTION CO INC	Complete	$20,450.00	
VOGTS-PARGA CONSTRUCTION, LLC	Complete	$27,710.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: **FB240195** Replace Fairbanks Morse Impeller

Close Date/Time: 12/7/2012 10:00 AM CST

Solicitation Type: **Formal Bid**

Award Method: **Aggregate Cost**

Department: **PUBLIC WORKS & UTILITIES**

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
DOUGLAS PUMP SERVICE INC	Complete	$104,778.00	Award 12/18/12 Public Works & Utilities/Production & Pumping Division
PUMP & POWER EQUIPMENT INC	Complete	$115,450.71	

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THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 18, 2012

a. 13th Street North & 119th Street West Traffic Signal (13th Street North & 119th Street West Intersection) (472-84869/706979/208444) See Special Provisions. (District V) - $200,000.00

b. The cost of PRELIMINARY ESTIMATE for paving 127th Street East (south of 29th Street North, west of 127th Street East) to serve Woods North 3rd Addition (District II) (472-84654/766282/490-299) – Total Estimated Cost $228,620

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer in Krug South Addition (south of 21st Street North, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the amending resolution.

Background: On October 16, 2012, the City Council approved the construction of a sanitary sewer in Krug South Addition. Authorizing resolution number 12-236 listed the associated project numbers incorrectly: 468-84870 and 468-84878 versus 468-84847.

Analysis: An amending resolution correcting the project numbers has been prepared and is being presented at this time.

Financial Considerations: The project budgets remain as previously approved by the City Council

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

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

Attachments: Amending resolution.

132019

First Published in the Wichita Eagle on December 21, 2012

RESOLUTION NO. 12-263

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 11, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST ST. NORTH, WEST OF 143RD ST. EAST) 468-84847** 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 11, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST ST. NORTH, WEST OF 143RD ST. EAST) 468-84847** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-236** adopted on **October 16, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 11, Main 14 Four Mile Creek Sewer (south of 21st St. North, west of 143rd St. East) 468-84847.**

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

SECTION 3. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixteen Thousand Dollars ($16,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2012**, exclusive of the costs of temporary financing.

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

KRUG SOUTH SECOND ADDITION

DESCRIPTION OF

Tract 1, Krug South Second Addition

A tract of land lying within Lot 1, Block 1, Krug South Second Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northeast corner of said addition; thence along the east line of said addition on a platted bearing of S00°09'34”W, a distance of 272.81 feet; thence along the southerly line of said addition S49°35'42”W, 230.26 feet to the POINT OF BEGINNING, being the southeast corner of said Lot 1; thence continuing along said southerly line N86°50'50"W, 135.47 feet to the southwest corner of said Lot 1; thence along the west lines of said Lot 1 for the next two courses, N03°07'43"E, 62.38 feet to a point on a curve to the left, having a radius of 429.00 feet, a central angle of 13°46'16", a chord bearing of N03°45'25"W, and a chord distance of 102.86 feet; thence along the arc of said curve a distance of 103.11 feet to the northwest corner of said Lot 1; thence along the north line of said Lot 1, N89°02'03"E, 91.25 feet; thence S15°14'03"E, 180.26 feet to the POINT OF BEGINNING.

CONTAINING: 18,515 square feet or 0.43 acres of land, more or less.

DESCRIPTION OF
Tract 2, Krug South Second Addition

A tract of land lying within portions of Lots 1 and 2, Block 1, Krug South Second Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northeast corner of said addition; thence along the east line of said addition on a platted bearing of S00°09'34”W, a distance of 272.81 feet; thence along the southerly line of said addition S49°35'42”W, 52.05 feet to the POINT OF BEGINNING; thence continuing along said southerly line S49°35'42”W, 178.21 feet to the southeast corner of said Lot 1; thence N15°14'03"W, 180.26 feet to the north line of said Lot 1; thence along said north line, N89°02'03"E, 20.30 feet to the northeast corner of said Lot 1, being a point on a curve to the left, having a radius of 50.00 feet, a central angle of 55°25'29", a chord bearing of N61°19'18"E, and a chord distance of 46.50 feet, thence along the arc of said curve a distance of and along the northerly line of said Lot 2, 48.37 feet; thence S56°23'26"E, 146.45 feet to the POINT OF BEGINNING.

CONTAINING: 17,995 square feet or 0.41 acres of land, more or less.

DESCRIPTION OF
Tract 3, Krug South Second Addition

A tract of land lying within portions of Lots 2 and 3, Block 1, Krug South Second Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northeast corner of said addition; thence along the east line of said addition on a platted bearing of S00°09'34”W, a distance of 128.88 feet to the POINT OF BEGINNING; thence continuing along said easterly line S00°09'34”W, 143.94 feet; thence along southerly line of said addition S49°35'42"W, 52.05 feet; thence N56°23'26"W, 146.45 feet to a point on the northerly line of Lot 2, being a point on a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 52°18'38", a chord bearing of N07°27'15"E, and a chord distance of 44.08 feet, thence along the arc of said curve line a distance of 45.65 feet; thence N71°17'57"E, 165.00 feet to the POINT OF BEGINNING.

CONTAINING: 18,416 square feet or 0.42 acres of land, more or less.

DESCRIPTION OF
Tract 4, Krug South Second Addition

A tract of land lying within portions of Lots 3 and 4, Block 1, and a portion of Reserve "A", Krug South Second Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northeast corner of said addition; thence along the east line of said addition on a platted bearing of S00°09'34”W, a distance of 18.56 feet to the POINT OF BEGINNING; thence continuing along said east line S00°09'34”W, 110.32 feet; thence S71°17'57"W, 165.00 feet to a point on the westerly line of Lot 3, being a point on a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 51°20'39", a chord bearing of N44°22'23"W, and a chord distance of 43.32 feet, thence along the arc of said curve a distance of 44.81 feet; thence N19°57'18"E, 138.40 feet; thence N89°06'38"E, 139.67 feet to the POINT OF BEGINNING.

CONTAINING: 22,398 square feet or 0.51 acres of land, more or less.

DESCRIPTION OF
Tract 5, Krug South Second Addition

A tract of land lying within a portion of Lot 4, Block 1, and a portion of Reserve "A", Krug South Second Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northeast corner of said addition; thence along the east line of said addition on a platted bearing of S00°09'34”W, a distance of 18.56 feet; thence S89°06'38"W, 139.67 feet to the POINT OF BEGINNING; thence S19°57'18"W, 138.40 feet to a point on a southerly line of Lot 4, being a point on a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 101°42'50", a chord bearing of S59°05'53"W, and a chord distance of 77.56 feet, thence along the arc of said curve a distance of 88.76 feet to a southeasterly corner of said Lot 4; thence along the southerly line of said Lot 4, S89°02'03"W, 44.09 feet to the southwest corner of said Lot 4; thence along the westerly line of said Lot 4, N03°23'33"E, 91.02 feet; thence N21°36'45"E, 29.58 feet; thence N44°17'07"E, 71.06 feet; thence N89°06'38"E, 91.97 feet to the POINT OF BEGINNING.

CONTAINING: 16,773 square feet or 0.39 acres of land, more or less.

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

> The 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: Tracts 1 through 5; KRUG SOUTH SECOND ADDITION shall each pay 1/5 of the total cost payable by the improvement district.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of December, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

The following deeds, easements and agreements have been recorded:

Sanitary Sewer Easement from Slawson Commercial Properties, LLC dated May 21, 2012 for tracts of land lying in Lots 11 and 12, Block 1, Glenview, an addition to Wichita, Sedgwick County, Kansas (OCA 766336) No Cost to City

Easement from Berkeley Square Association, Greenwich 12, L.L.C., and Nexus Properties, LLC dated January 23, 2012 for a tracts of land lying Reserve "A", "B" and "C", together with Lots 1 and 2, Block A, all in Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas together with a tract of land lying in Reserves "A" and "B", Berkeley Square First Addition, and addition to Wichita, Sedgwick County, Kansas (OCA 776269) No Cost to City

Agreement from Berkeley Square Association, Greenwich 12, L.L.C., and Nexus Properties, LLC dated January 23, 2012 for a tracts of land lying Reserve "A", "B" and "C", together with Lots 1 and 2, Block A, all in Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas together with a tract of land lying in Reserves "A" and "B", Berkeley Square First Addition, and addition to Wichita, Sedgwick County, Kansas (OCA 776269) No Cost to City

Easement from Krug South Residential, LLC, a Kansas Limited liability company dated September 19, 2012 for tracts of land lying in Reserves "L" and "M" together with Lot 1, Block 3, all in Krug South Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Krug South Residential, LLC, a Kansas Limited liability company dated September 19, 2012 for tracts of land lying in Lots 19, 20, 50, 51, Block 2 and portions of vacated street right-of-way of Burning Tree Circle, and a portion of vacated Reserve J, Block 3, all in Krug South Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Beech Lake Development, L.L.C., a Kansas limited liability company dated September 26, 2012 for a tract of land lying in Lot 1, Block 1, the Waterfront Third Addition, an addition, to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Fox Ridge Master Association, a Kansas Not for Profit Corporation dated July 17, 2012 for a tract of land lying in Reserve C, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Fox Ridge Master Association, a Kansas Not for Profit Corporation dated July 17, 2012 for tracts of land lying in Reserve B, and in Lot 147, Block 1, all in Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Fox Ridge Master Association, a Kansas Not for Profit Corporation dated July 17, 2012 for a tracts of land lying in Reserve G, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Fox Ridge Master Association, a Kansas Not for Profit Corporation dated July 17, 2012 for tracts of land lying Lot 160, Block 1, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Fox Ridge Master Association, a Kansas Not for Profit Corporation dated July 17, 2012 for a tract of land lying in Reserve S, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Easement from Davis-Moore Real Estate dated August 9, 2012 for a tract of land lying in Lot 1, Block A, Davis-Moore 14th Addition, Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Water Line Easement from Catholic Diocese of Wichita dated August 20, 2012 for a tract of land lying portions of vacated 17th Street, vacated Roosevelt Avenue, and a portion of Lot 1, Newman Center Addition to Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Utility Easement from 21 Webb, LLC, a Kansas limited liability company dated August 3, 2012 for a tract of land lying in a portion of Lot 1, Block 1, Remington Place, an addition to Wichita, Sedgwick County, Kansas (OCA 744340) No Cost to City

Utility Easement from The Quarters at Cambridge, L.P. a Kansas limited partnership dated June 27, 2012 for a tract of land lying in Lot 4, Block 1, Harley Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 744340) No Cost to City

Sanitary Sewer Easement from Inland Truck Parts Company dated June 5, 2012 for a tract of land lying in Lot 3, Block A, Mid-Continent Industrial Park II, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Hampton Square, LLC, a Kansas limited liability company dated June 4, 2012 for a tract of land lying in a portion of Lot 4, Block 1, Hampton Square Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Via Christi Property Services, Inc., a Kansas not for profit corporation dated May 23, 2012 for a tract of land lying in Lot 4, Block A, Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Utility Easement from Catholic Diocese of Wichita dated May 15, 2012 for a tract of land lying in Lot 5, Block A, Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Utility Easement from Vision Partners, L.L.C., a Kansas limited liability company, dated May 24, 2012 for a tract of land lying partly in Lot 2,
Rockwood South Third Addition, Wichita, Sedgwick County, Kansas together with a portion of existing right-of-way of Armour Drive, now Towne East Mall Drive, all located in Southeast Quarter of Section 19, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas (OCA 607861) No Cost to City

Sanitary Sewer Easement from S & S Storage dated April 30, 2012 for a tract of land lying in Lot 1, Southglen 3rd Addition, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Water Line Easement from B & E Investments, Inc., a Kansas Corporation dated April 12, 2012 for a tract of land lying in Lot 5, Timber Ridge 4th Addition, Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Utility Easement from B & E Investments, Inc., a Kansas Corporation and Brand Investments, LLC, a Kansas limited liability company dated April 12, 2012 for a tract of land lying in Lot 5, Timber Ridge 4th Addition, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

<u>The following agreement needs to be recorded:</u>

Agreement from Motorcar Realty, LLC dated June 21, 2012 for a tract of land lying in Lot 1, Block 1 Kiser West Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 751510) No Cost to City

Agenda Item No. II-6a

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Community Events – St. Patrick's 5K Run/Walk (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Karen Fitzgerald, Wichita Caledonian Pipes & Drums Band is coordinating the St. Patrick's 5K Run/Walk with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

St. Patrick's 5K Run/Walk, March 16, 2012 6:00 am – 12:00 pm

- West Museum Boulevard, Stackman Drive to West Sim Park Drive
- West Sim Park Drive, West Museum Boulevard to West Murdock Street.

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

Financial Consideration: The event sponsor 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; and (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 Pump Station No. 2 (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Supplemental Agreement No 1.

Background: November 2, 2004, the City Council approved the project concept for the improvements needed at Storm Water Pump Stations No. 2 and No. 4. On December 20, 2005, the City Council approved the agreement for Professional Engineering Consultants, PA (PEC) to design renovations to Pump Stations No. 2 and No. 4 at a lump sum fee of $56,000. In November 2008, Utility Contractors Inc was hired to complete the construction phase for Pump Station No. 4 using the formal bid process at a cost of $636,000. Due to construction budget limitations, Pump Station No. 2 improvements were placed on hold.

Analysis: During this time, PEC has revised the Pump Station No. 2 design plans and awaited direction from the City. In December of 2011, City and PEC staff met to discuss additional improvements in the final design and specifications for Pump Station No. 2. The improvements include:

1. Remove existing painted steel handrail and replace with modular aluminum handrail.
2. Modify drawing base plans to indicate existing sump pump and pit locations.
3. Add interior brick coating.
4. Add black/yellow caution tape to floor around wet well access hatch.
5. Modify handrail in wet well access walkway to improve access to wall ladder.
6. New electrical feed to pump motors.

Financial Considerations: Supplemental Agreement No. 1 addresses additional renovations that need to occur for the building safety and functionality. The cost to complete these additional design services is $24,500, which will be funded through the Storm Water Utility operating budget. A construction budget for Pump Station No. 2 renovations will be considered by the City Council at a later date.

Legal Considerations: Supplemental Agreement No. 1 has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT

for

PROFESSIONAL SERVICES

RECEIVED
NOV 29 2012
CITY - ENGINEERING

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, PA (PEC)

for

STORMWATER PUMP STATION #2 RENOVATIONS

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, PA., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to develop a;

RENOVATIONS TO PUMP STATION #2
LOCATED AT 5305 W. MAPLE

The original AGREEMENT dated December 20, 2005 remains active and valid;

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as stipulated in Exhibit "A". Services include, but not limited to the following:

1. Remove existing painted steel handrail and replace with modular aluminum handrail. City staff to determine and advise PEC of removal and replacement limits of handrail.
2. Modify drawing base plans to indicate existing sump pump and pit in current updated location. City staff requested existing sump pump be raised above sump pit to keep pump suction above silt layer. Add pipe cleanout (8") to existing DIP discharge. City staff indicated they would provide design plans from 1999 pump station modification for reference. Add heat trace to existing sump pump discharge pipe.
3. Add interior brick coating (off-white paint).
4. Add black/yellow caution tape to floor around existing wet well access hatch inside building.
5. Modify existing handrail in wet well access walkway to improve access to existing wall ladder.
6. Provide new electrical feeds to existing pump motors.

7. Incorporate the recommended updated lighting fixtures into the design plans and specifications.

II. THE CITY AGREES:

1. To provide existing wet well base plan for plan revisions.
2. Advise on existing handrail removal/replacement limits.
3. Coordinate a site visit to Stormwater Pump Station #4 to review existing wet well sump pump discharge cleanout system.

III. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

133116 $24,500

B. The cost of the construction referenced in Exhibit A will be addressed in a second supplemental agreement.

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

Professional Engineering Consultants, P.A.

(Name & Title)

ATTEST:

EXHIBIT A

12/20/05

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

May 15, 2012

City of Wichita
Public Works & Utilities
Storm Water Management Div.
City Hall, 8th Floor
455 N. Main
Wichita, Kansas 67202

Attention: Scott Lindebak, P.E.
Storm Water Engineer

Reference: Project Status Update for
Storm Water Pump Station No. 2
City of Wichita Project No. 468-84470
SU Project No. 562-864100
OCA No. 660796
PEC Project No. 34-06060-001-042

Dear Mr. Lindebak:

This letter is intended to provide you with a status report and to request additional engineering fees for the referenced project. As you are aware, this project was initiated in December 2005. The original contract for engineering services included developing plans and specifications for improvements to Storm Water Pump Stations No. 2 and No. 4 utilizing a single set of plans and specifications for a lump sum fee of $56,000.

Since the original Scope of Services was developed, there have been changes in staff for both the City and PEC, as well as significant scope changes to the project. The following timeline highlights project milestones based upon actual events and correspondence between our various staff members throughout the progress of the project.

- December 20, 2005 – Contract signed.
- March 1, 2006 – Kickoff meeting with City and PEC staff.
- June 16, 2006 – Storm Water Pump Station No. 2 Design Memorandum (draft) submitted to City for review.
- August 16, 2006 – Storm Water Pump Station No. 4 Design Memorandum (draft) submitted to City for review.
- November 8, 2006 – Storm Water Pump Station No. 2 and 4 memorandum and revised cost estimate submitted to City.
- March 3, 2007 – PEC received direction from Doug Arvidson with the City of Wichita to complete the plans and specifications for both pump stations, but develop as two separate projects. It was the intent at that time for the City to receive bids on Pump Station No. 2 and postpone the receipt of bids for Pump Station No. 4 until funding became available.

303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pec1.com

- April 8, 2008 –PEC submits final review plans and specifications for Storm Water Pump Stations No. 2 and 4 to the City.
- September 30, 2008 – Following the implementation of revisions from review comments by the City, PEC submits final bid documents for Storm Water Pump Station No. 4 including plans, specifications, cost estimate, and CD containing electronic files.
- December 29, 2008 – City approves PEC to proceed with Phase 3 Construction Services for Construction of Storm Water Pump Station No. 4.
- December 16, 2008 – Construction begins for improvements at Storm Water Pump Station No. 4.
- April 1, 2009 – Construction is completed for improvements at Storm Water Pump Station No. 4.
- June 4, 2010 – PEC requests direction from the City on the status of Storm Water Pump Station No. 2.
- June 17, 2010 – Meeting at PEC office. Attendees included Scott Lindebak, Doug Arvidson, Terry Kelley, Mike Kelsey, and Craig Lewis.
- October 26, 2010 – Storm Water Pump Station No. 2 site visit. Attendees included Scott Lindebak, Doug Arvidson, Terry Kelley, Gary Mai, and Craig Lewis. City requests additional improvements to be added to the plans and specifications, including the addition of a rain gauge at the floodway.
- November 2010 – October 2011 – During this period, PEC revised the plans and specifications and held them awaiting direction from the City.
- November 8, 2011 – City contacted PEC to request an update as to the status of the plans and specifications.
- December 2, 2011 – Project review meeting at PEC office. Attendees included Scott Lindebak, Terry Kelley, Eddy Mynatt, Steve Miller, and Craig Lewis.

As a result of the December 2, 2011 meeting, additional improvements to be included in the final design and specifications for Storm Water Pump Station No. 2 are as follows:

1. Remove existing painted steel handrail and replace with modular aluminum handrail. City staff to determine and advise PEC of removal and replacement limits of handrail.
2. Modify drawing base plans to indicate existing sump pump and pit in current updated location. City staff requested existing sump pump be raised above sump pit to keep pump suction above silt layer. Add pipe cleanout (8") to existing DIP discharge. City staff indicated they would provide design plans from 1999 pump station modification for reference. Add heat trace to existing sump pump discharge pipe.
3. Add interior brick coating (off-white paint).
4. Add black/yellow caution tape to floor around existing wet well access hatch inside building.
5. Modify existing handrail in wet well access walkway to improve access to existing wall ladder.
6. Provide new electrical feeds to existing pump motors.

On January 20, 2012, City staff and PEC staff met at the project site to review the additional proposed improvement revisions. Attendees included Terry Kelly, Eddy Mynatt, Dan Biby, and Craig Lewis. Dan Biby presented the City staff with information to improve the proposed lighting with updated fixtures, which are more economical to purchase and operate. The decision was made to incorporate the recommended updated fixtures into the design plans and specifications. City staff also directed PEC to remove existing portable hoist mount and repair concrete pad over wet well.

The following actions were developed based upon this meeting:

1. City staff to provide existing wet well base plan for PEC plan revisions.
2. City staff to advise PEC on existing handrail removal/replacement limits.
3. City staff/PEC staff to coordinate a site visit to Storm Water Pump Station No. 4 to review existing wet well sump pump discharge cleanout system.

On March 24, 2012, PEC was provided with direction by Terry Kelley to replace all of the existing handrail with aluminum handrail and to repair or replace the existing skylights. A final site visit to Storm Water PS No. 2 and 4 was undertaken on March 30, 2012. The plans and specifications for the improvements to Storm Water PS No. 2 are now being finalized and will be available for review and approval by City staff within the next week or so.

As this project was initiated six years ago and the scope has changed markedly from that which was initially agreed, we would like to respectfully request that an amendment to the existing contract be implemented to compensate PEC for the additional labor expended to date as well as for the additional labor anticipated for the construction phase services that will be incurred when construction of this project is implemented. Therefore, we are requesting an additional fee of $24,500 for design services and an additional allowance of $8,500 for construction phase services based upon construction occurring during 2012 – 2013. It should be noted that we have substantially exceeded the original contract fee amounts, and we can discuss this further as needed.

We look forward to moving forward with this project and to your favorable response to our request for additional compensation. Should you have any questions or comments regarding this correspondence, or would like to meet to review these items, please let me know.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael D. Kelsey, P.E.
Principal

MDK/edh

CITY OF WICHITA
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of 10851 and 10901 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The properties located at 10851 and 10901 East Kellogg total 137,096 square feet, are zoned general commercial and are improved with three buildings totaling 4,069 square feet. The properties are currently leased for car sales and to a stone and landscaping retail business. There is also an outdoor advertising structure on the property. The project requires 51,128 square feet of the site and eliminates all access, requiring the acquisition of the entire site.

Analysis: The acquisition was appraised at $1,336,686 ($9.75 per square foot. The owner rejected an offer of this amount. The appraisal did not include any value for the improvements, which are valued by the County at $78,480 or for the rent generated by the outdoor advertising structure. Subsequent to the appraisal, there have been some land sales at higher values including a sale by the owner of the subject at 11051 East Kellogg for $13.82 per square foot. Based on these items, the owner has agreed to accept $2,100,000 for the property.

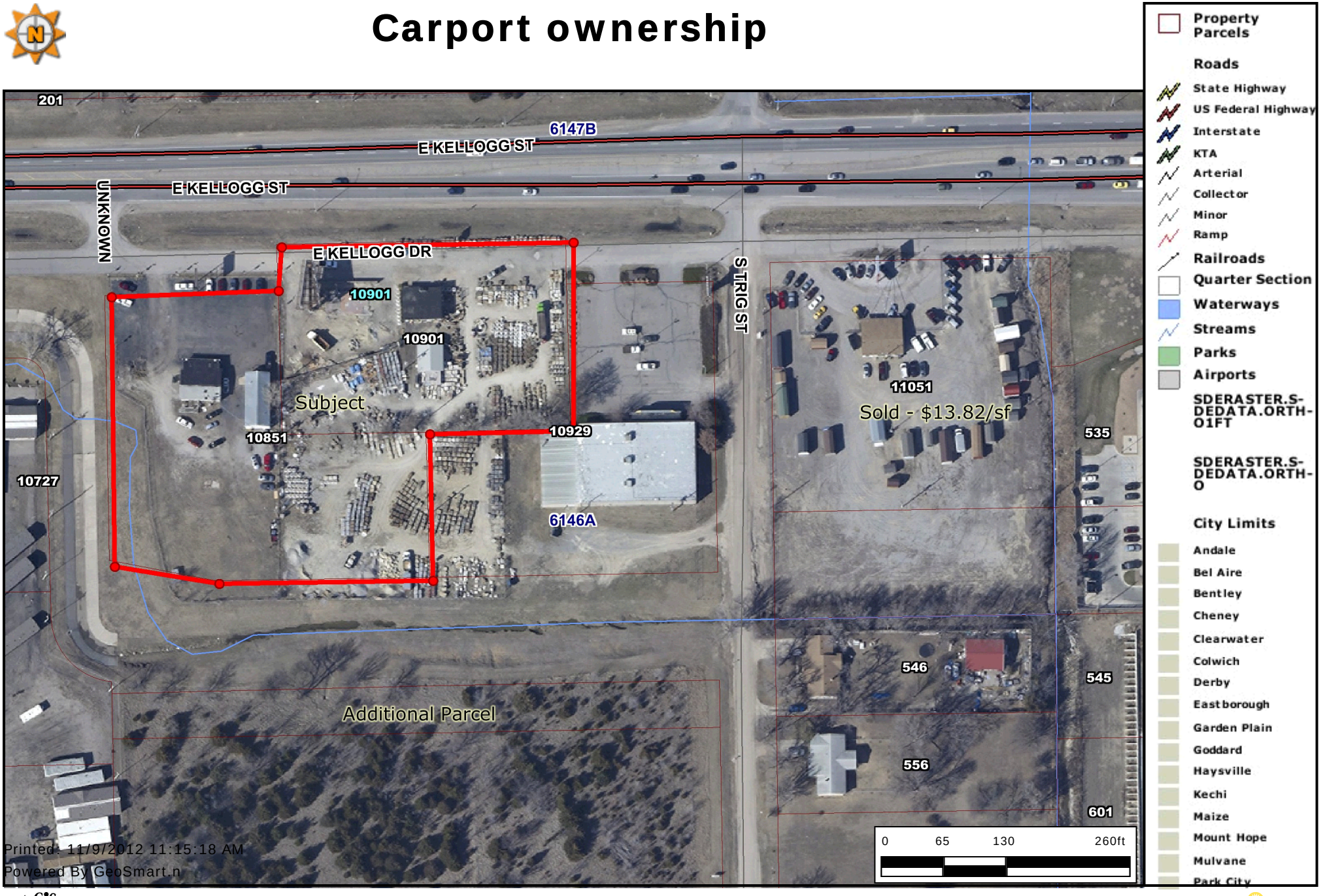
Financial Considerations: A budget of $2,362,000 is requested. This includes $2,100,000 for the acquisition, $250,000 for relocation, $10,000 for demolition and $2,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

Carport ownership



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

PROJECT: East Kellogg **DATE:** December 18, 2012

COUNTY: Sedgwick **TRACT NO.:** 51 and 53

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this _____ day of _____, 2012, by and between Carport LLC, "Landowner(s)", and the City of Wichita, State of Kansas, "City"

WITNESSETH, For consideration as hereinafter set forth, Landowner hereby agrees to convey title to City by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

Lot 1, Block 1, Holstead Addition to the City of Wichita, Sedgwick county, Kansas and

A tract beginning at a point on the South line of U.S. Highway 54, 181.40 feet West of the East line of the West Half of the Northeast Quarter of the Northeast Quarter (W/2, NE/4, NE/4) of Section Twenty-eight (28), Township Twenty-Seven (27) South, Range Two (2) East of the 6th P.M. in Sedgwick County, Kansas; thence South parallel with the East line of the West half of the Northeast Quarter of the Northeast Quarter (W/2, NE/4, NE/4), 200.00 feet; thence West parallel with the South line of sais Highway, 300.00 feet (described), 302.54 feet (calculated) to a deflection corner in the east line of Lot 1, Block 1, Holsted Addition to the City of Wichita, Sedgwick County, Kansas; thence North along the east line of said Lot 1, Holsted Addition, 200.00 feet to a point on the South line of said Highway; thence East along the South line of said Highway, 300.00 feet (described), 301.99 feet (calculated), to the point of beginning.

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

City agrees to purchase the above described real estate, and to pay therefore, the following amount to Landowner on or before December 31, 2012. Landowner shall be allowed to remain in possession until such time as the City requires the property for the project for which it is being acquired but no later than December 31, 2013. During said possession period, the Landowner shall be have the right to any rental income and shall be responsible for all taxes, insurance, and other costs associated with the property and shall be all rents from the property during said period. Landowner shall surrender possession upon receipt of thirty (30) days notice from the City.

All real estate taxes shall be prorated at closing. All closing fees and recording fees are to be paid by City.

Approximately 174,492.6 Sq. Ft. for Right of Way

Approximately None Sq. Ft. for Permanent Easement
Approximately None Sq. Ft. for Temporary Easement
Access control

TOTAL: $ $2,100,000.00

The price above is inclusive of all relocation benefits for which Landowner may be eligible under applicable laws and statutes. Landowner shall be responsible for removal of all personal property from the subject property prior to the end of the possession period. Any personal property remaining in or upon said property shall be considered abandoned and City may dispose of any remaining property in any way it deems without further compensation to Landowner.

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

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

LANDOWNER:
Carport, LLC

By:_____
Pat Treadwell, Member

By:_____

THE CITY OF WICHITA

By:_____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Payment of Condemnation Award, Appraisers Fees and Court Costs in Condemnation Matter to Acquire Property for Public Right of Way for the I-235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: It is recommended that the City Council authorize the payment of the appraiser's award, together with appraisers' fees and court costs.

Background: On March 1, 2011, the City Council approved the design concept to construct an interchange at I-235 and 13th Street North and associated street improvements. On May 24, 2011, the City Council approved funding to complete project design and provide funding for right-of-way acquisition. The improvements include relocating Hoover Road and developing a partial interchange for 13th Street North and I-235. The project will require the acquisition of all or part of 23 tracts. On January 10, 2012, the City Council approved the use of eminent domain to acquire the remaining thirteen tracts. Ten of the thirteen remaining tracts were acquired via negotiations during the eminent domain process.

Analysis: On November 26, 2012, the court appointed appraisers filed their award. The appraisers determined the compensation to be paid for the remaining three required parcels to be $159,188. The court approved fees to the three appraisers in the total amount of $11,250 with court costs of $180. In order for the City to acquire these properties, it must pay the award, together with fees and costs to the Clerk of the District Court on or before December 26, 2012.

Financial Considerations: The cost of acquiring these properties will be paid from project funds.

Legal Considerations: The City must pay the award within thirty days from the filing of the appraisers' award in order to get title to the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for all fees, costs and the landowners' attorney fees.

Recommendation/Action: It is recommended that the City Council authorize payment to the Clerk of the District Court in the amount of $159,188 for acquisition of property and easements condemned in the subject case, payment of the appraiser's fees and court costs.

Attachments: Report of Appraisers

FILED

APP DOCKET NO.

2012 NOV 26 P 3: 21

CLERK OF DIST. COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

BY

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

THE CITY OF WICHITA, KANSAS,
A Municipal Corporation

Plaintiff,

vs. **Case No.: 12-CV-0828**

C&J, LLC, ET AL.

Defendants.

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, described in the Petition of the City of Wichita, Kansas, in the above-captioned matter and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

On October 3, 2012, we caused notices of our hearing to be mailed to all defendants and interested parties named in the Petition whose addresses were known to us after diligent inquiry and on October 6, 2012, caused such notice to be published in The Wichita Eagle, a newspaper of general circulation in Sedgwick County, Kansas. On November 8, 2012, we began our appraisal and assessment of damages by actual view of the lands to be taken and of the tracts of which they are a part. Commencing on November 8, 2012, at a public hearing held in the Wichita City Hall, 455 N. Main Street, Wichita, Kansas, the time and place stated in the notices, at which time we heard oral testimony and received written and other evidence concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard.

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by the Court, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the Petition and have determined just compensation and damages to the interested parties resulting from the takings are as follows:

Tract No. 6

FEE SIMPLE OWNER:

C& J, LLC
Address: 2877 Benjamin, Wichita, Kansas 67204-5360

Copy to: David G. Crockett
Crockett & Gilhousen
1005 North Market Street
Wichita, Kansas 67214
Attorney for C&J, LLC

LIENHOLDERS AND OTHER INTERESTED PARTIES:

N/A

REAL PROPERTY INTERESTS TO BE ACQUIRED:

Right of Way:

The West 15 feet of the East 50 feet of the South 150 feet of the Northeast Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, containing 0.052 acres (2,250.01 sq. ft.), more or less.

Temporary Construction Easement:

Commencing from the Southeast corner of the Northeast Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence North, along the East line of said Quarter, a distance of 56.97 feet; thence West, perpendicular to said East line, a distance of 50 feet to the point of beginning; thence continuing West, perpendicular to said East line, a distance of 5 feet; thence North, parallel with said East line, a distance of 30 feet; thence East, perpendicular to said East line, a distance of 5 feet; thence South, parallel with said East line, a distance of 30 feet to the point of beginning, containing 0.003 acres (150.00 sq. ft.), more or less.

Fair Market Value of Entire Property Immediately Before the Taking:	$73,000
Fair Market Value of Property Remaining, Immediately After the Taking:	$54,500
Difference, which is Just Compensation and The Amount of Our Award:	$18,500

CJ GT GT LG

Tract No. 7

FEE SIMPLE OWNER:

C& J, LLC
Address: 2877 Benjamin, Wichita, Kansas 67204-5360

Copy to: David G. Crockett
Crockett & Gilhousen
1005 North Market Street
Wichita, Kansas 67214
Attorney for C&J, LLC

LIENHOLDERS AND OTHER INTERESTED PARTIES:

N/A

REAL PROPERTY INTERESTS TO BE ACQUIRED:

Right of Way:

The East 15 feet of Lot 1, Ray Allen Addition to Wichita, Sedgwick County, Kansas, containing 0.086 acres (3,750.02 sq. ft.), more or less.

Right of Way and Control of Access:

Beginning at the Northwest corner of Lot 1, Ray Allen Addition to Wichita, Sedgwick County, Kansas; FIRST COURSE, thence East, along the North line of said Lot 1, a distance of 15.86 feet; SECOND COURSE, thence Southwesterly for a distance of 143.40 feet to a point on the West line of said Lot 1; THIRD COURSE, thence Northerly, along said West line, a distance of 141.86 feet to the point of beginning, containing 0.028 acres (1,210.56 sq. ft.), more or less. Together with all right of access to and from the abutting public roadway over and across said "SECOND COURSE".

Temporary Construction Easements:

(1) Commencing from the Southeast corner of Lot 1, Ray Allen Addition to Wichita, Sedgwick County, Kansas; thence North, along the East line of said Lot 1, a distance of 51.86 feet; thence West, perpendicular to said East line, a distance of 15 feet to the point of beginning; thence continuing West, perpendicular to said East line, a distance of 5 feet; thence North, parallel with said East line, a distance of 30 feet; thence East, perpendicular to said East line, a distance of 5 feet; thence South, parallel with said East line, a distance of 30 feet to the point of beginning, containing 0.003 acres (150.00 sq. ft.), more or less.

(2) Commencing from the Southeast corner of Lot 1, Ray Allen Addition to Wichita, Sedgwick County, Kansas; thence North, along the East line of said Lot 1, a distance of 121.86 feet; thence West, perpendicular to said East line, a distance of 15 feet to the point of beginning; thence continuing West, perpendicular to said East line, a distance of 5 feet; thence North, parallel with said East line, a distance of 40 feet; thence East, perpendicular

to said East line, a distance of 5 feet; thence South, parallel with said East line, a distance of 40 feet to the point of beginning, containing 0.005 acres (200.00 sq. ft.), more or less.

(3) Commencing from the Southeast corner of Lot 1, Ray Allen Addition to Wichita, Sedgwick County, Kansas; thence North, along the East line of said Lot 1, a distance of 216.86 feet; thence West, perpendicular to said East line, a distance of 15 feet to the point of beginning; thence continuing West, perpendicular to said East line, a distance of 5 feet; thence North, parallel with said East line, a distance of 25 feet; thence East, perpendicular to said East line, a distance of 5 feet; thence South, parallel with said East line, a distance of 25 feet to the point of beginning, containing 0.003 acres (125.00 sq. ft.), more or less.

Fair Market Value of Entire Property Immediately Before the Taking:	$444,691
Fair Market Value of Property Remaining, Immediately After the Taking:	$392,253
Difference, which is Just Compensation and The Amount of Our Award:	$52,438 *

CJ GT LG

* included in compensation $44,000 - cost of paving

Tract No. 8

FEE SIMPLE OWNER:

C& J, LLC
Address: 2877 Benjamin, Wichita, Kansas 67204-5360

Copy to: David G. Crockett
Crockett & Gilhousen
1005 North Market Street
Wichita, Kansas 67214
Attorney for C&J, LLC

LIENHOLDERS AND OTHER INTERESTED PARTIES:

N/A

REAL PROPERTY INTERESTS TO BE ACQUIRED:

Right of Way and Control of Access:

That part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, lying East of Interstate Highway 235 as condemned in Case No. A-77197 and lying North of Ray Allen Addition to Wichita, Sedgwick County, Kansas, EXCEPT that part described as Commencing from the Northwest corner of Lot 1 of said Ray Allen Addition; thence East, along the North line of said Lot 1, a distance of 15.86 feet to the point of beginning; FIRST COURSE, thence continuing East, along said North line, a distance of 173.29 feet to a point 60 feet West of the East line of said Northeast Quarter; SECOND COURSE, thence North, parallel with said East line, a distance of 423.11 feet; THIRD COURSE, thence Southwesterly for a distance of 457.29 feet to the point of beginning, containing 1.871 acres (81,517.18 sq. ft.), more or less, exclusive of existing road rights of way of record. Together with all right of access to and from the abutting public roadway over and across said "THIRD COURSE".

Fair Market Value of Entire Property Immediately Before the Taking:	$119,000
Fair Market Value of Property Remaining, Immediately After the Taking:	$29,750
Difference, which is Just Compensation and The Amount of Our Award:	$88,250

CJ GT LG

The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 26th day of November, 2012.

COURT-APPOINTED APPRAISERS:

Courtley Jackson

Grant Tidemann

Leo A. Goseland

Subscribed and sworn to before me this _____ day of _____, 2012.

CLERK OF THE DISTRICT COURT

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: 2013 Insurance Program

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Receive, file and ratify the report.

Background: Annually, the City places a number of insurance policies to provide coverage for risks to the City of Wichita, its assets and employees. These policies include property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers compensation, excess general liability, airport general liability, underground fuel storage, helicopter hull and helicopter general liability, fine arts, travel insurance, foreign travel and Wichita Public Building Commission (PBC). In addition, to administer the Risk Management program, various services are contracted including software support, medical bill review for worker's compensation, vehicle rental services for private claimants, and several medical service providers for workers compensation.

Analysis: To protect City assets, reduce the risk exposure and administer the Risk Management program, the City has placed the following insurance coverage and maintains the following contracts:

Purchased Insurance

Property Insurance - All City owned buildings (approximately 250) and contents are covered against named perils. The total insurance value is in excess of $817 million and is placed with Travelers Indemnity Insurance Company. The premium is $983,908 annually with a $2 million dollar deductible per occurrence for wind and hail only. All other policy deductibles are $100,000 or less. As a condition of renewal, wind and hail losses to Century II's roof will be adjusted at actual cash value until the current roofing system is replaced. At such time, wind and hail losses will be adjusted at replace cost value. The Travelers Property and Casualty Company of America quote is the lowest rate for this coverage and represents a 6% premium increase from 2012. The increase in cost is due to the addition of insurable assets reflected in the City's 2013 Statement of Values, the City's loss history, its geographical exposure to wind and hail storms and the insurance industry's inability to purchase affordable reinsurance coverage due to recent natural disasters.

The City maintains a separate policy for property, liability and boiler insurance on behalf of the Public Building Commission on the State Office Building. Property coverage limits are $35.5 million, with an additional $3.7 million in business interruption insurance. Property premiums for 2013 will increase 9% to $38,674 due to reinsurance pass through costs associated with reinsurance coverage. In effort to avoid a 24% rate increase for 2013, the wind/hail deductible was raised from $5,000 per occurrence to $25,000.

In addition, the Public Building Commission policy also includes general liability coverage of $2 million. Coverage is placed with Travelers Insurance Company with premiums totaling $17,857, a 5% increase in premium cost for 2013.

Worker's Compensation Excess Insurance - The City self-insures exposure to Worker's Compensation costs, as permitted under KSA 44-505(f). However, the City does purchase excess worker's compensation coverage (as required for self-insured's by KAR 51-14-4) with a retention of $750,000 per occurrence. Worker's compensation excess coverage for 2013 placed under Safety National will experience a 17.2% increase for a premium totaling $205,456. Overall municipal market conditions in other states and increased payroll are responsible for the increase. Safety National's quote represents the best municipal rate in the market.

Crime (Burglary/Theft) Policy - This policy covers losses due to employee theft, credit card theft, other theft or robbery, forgery of documents, computer fraud (fraudulent transfers of funds) and acceptance of counterfeit currency or money orders. Depending on the type of loss, policy limits range from $50,000 to $1 million. Due to increased revenues, rates increased by 2.8% for 2013, resulting in an annual premium cost of $11,049. This policy is placed with Hartford Fire Insurance Company.

Travel Accident Insurance - This policy provides insurance against the loss of life or limb of City employees and elected officials while traveling outside of the City, but within the United States. Class I employees (City Manager and City Council) are covered for travel anywhere in the world. Class II employees (all other City employees) are covered for bona fide business travel anywhere in the world while on official City business. The aggregate policy limit is $500,000, with the loss per individual limited to $100,000. If more than 5 individuals were subject to the aggregate limit, the policy limit would be split proportionately among the claimants. The premium cost is $1,700 annually, the same as 2012. The policy is placed with Zurich American Insurance Company.

International Package - This policy, written through ACE American Insurance Company, provides for coverage to include $1 million general and automobile liability limits, $1 million for repatriation, $250,000 limits for accidental death and dismemberment, $5,000 limits for employee dishonesty and money & securities, and an aggregate of $1,000,000 for kidnap and extortion. For policy year 2013, rates decreased by 7.8% for a premium totaling $4,558.

Helicopter Liability - The City maintains liability and hull insurance on the MD 500E helicopter operated by the Police Department. The policy for 2013 written through Phoenix-Old Republic Insurance contains limits of $1.2 million for damage to the hull and $1 million for liability. Premiums for 2013 total $23,075 representing a 10.6% decrease from 2012.

Art Collection - The Wichita Art Museum maintains coverage on the fine arts collections. This policy provides $100 million in coverage for art within the museum, as well as $37.5 million for art in transit or at other locations. The coverage amount is less than the total estimated $175.3 million appraised value of the collection. However, the insurance coverage is based on a "Probable Maximum Loss" study performed by Huntington Block Insurance for fire and tornadoes that may affect the Wichita Art Museum. The study is based on the fact that not more than 2/3 of the art collection (or less) is actually displayed at any given time. The rest of the art collection is stored in a hardened vault and is protected from loss. Huntington Block's review indicates that $100 million dollars in coverage is adequate and appropriate. The premium for policy year 2013 is $40,000, the same as 2012. The policy is placed with 50% - 50% with ACE American Insurance Company and AXA Art Insurance Corporation.

Airport General Liability - The Airport maintains $100 million in general liability insurance coverage with a $1,000 deductible per occurrence. The policy is written through Chartis Aviation with an annual premium of $38,592, a 7.1% reduction from that of 2012.

Airport Underground Storage Tanks - The Airport maintains environmental liability insurance on 24 underground storage tanks at the airport while Public Works & Utilities maintains 36 throughout the city. Liability limits are $1 million per incident. The annual premium is $9,369 and placed through Great American Alliance Insurance company. This insurance protects against environmental loss only. In the

event of an accidental property loss, coverage would be afforded through the City's Property and Casualty insurance policy. Though additional tanks were added to the policy in 2012, this coverage experienced a 3.2% rate decrease from that of 2012.

Federal Excess Liability - The City purchased a Federal Excess Liability insurance policy in June of 2007. This coverage does not cover the misuse of federal funds. The coverage applies to federal litigation and out of state lawsuits where the Kansas Tort Claims Act would not protect the City of Wichita. This coverage is often maintained in cities similar in size to Wichita to serve as a backstop for significantly high cost liability exposures. Some of these exposures include, but are not limited to: civil rights violations, discrimination, other federal actions and liability coverage for City vehicles when traveling outside the State of Kansas. Coverage consists of a $10 million limit with a $2 million retention. Premiums for this policy written through AIG/Chartis will total $236,836 and reflect a 4% increase from 2012.

Self Insured Risks

The City self-insures for general liability using a Tort Fund administered by the Department of Law. Funding for the Tort Fund is provided through the General Fund and Water and Sewer funds. Automobile liability is self-insured by the City, as is workers compensation (other than the excess coverage noted above).

Contracts

Corvel Corp. services are used for worker's compensation claims that require nurse case management and to re-price billings when utilization is through the provider's network. The nurse management contract is based on an hourly rate basis. For re-pricing Worker's Compensation medical bills, the City pays Corvel 25% of the savings plus $1.25 per line fee.

Heartland MRI is used for all imaging services required for diagnosis of work related injuries. The negotiated fee for these services is from $436 to $530 per MRI, including the read. This reflects an approximate 50% savings over the State of Kansas mandated fee schedule for these services. Other MRI vendors may be used, but only if dictated by medical necessity. All required physical therapy for work related injuries is provided by Via-Christi Occupational and Environmental Medicine on a negotiated fee structure.

In connection with auto liability claims, the City has negotiated a rate of $26 per day with Enterprise Rent-A-Car when the City is required to provide substitute transportation while a private claimant's vehicle is being repaired.

The self-insured worker's compensation and automobile physical damage programs utilize Risk Master World software to log claims, initiate payments and prepare reports. The annual support software fee to CSC Financial Services Group is $23,935. An actuarial review of the Self Insurance Fund reserves is conducted annually. The current provider is Pinnacle Actuarial Resources, Inc, at an annual amount of $7,000.

On January 12, 2010, the City Council approved a contract for insurance placement services for property and casualty insurance with Lockton Companies, LLC. Lockton's contract fee for placement of all applicable 2013 insurance policies is $50,500.

Financial Considerations: The premiums for the insurance policies and related programs and services are included in the adopted budget. Several premium costs are re-allocated to departments through the establishment of auto liability, building and contents, and worker's compensation insurance rates. Coverage for the Police helicopter is budgeted and expended in the Police General Fund budget. Airport specific coverages are budgeted and expended in the Airport Fund. The Art Museum coverage is

budgeted for insurance in its 2013 operating budget. Funding for the travel accident insurance and the crime policy is absorbed within the Self Insurance Fund.

Legal Considerations: The City's liability on tort claims is limited under KSA 75-6105 to $500,000 per claim. The City is allowed to self-insure workers compensation based on KSA 505(f), although excess workers compensation coverage is required under KAR 51-14-4. City Code 2.64.020 (h) authorizes the Purchasing Manager to negotiate the purchase of insurance coverage.

Recommendation/Action: It is recommended the City Council receive, file and ratify the 2013 Insurance Program, subject to minor modifications and verification of coverage details.

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Emergency Solutions Grant Allocations

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Authorize the allocations, contracts and signatures for administration of the 2012-2013 Emergency Solutions Grant program.

Background: The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 created the Emergency Solutions Grant (ESG). Eligible activities in the ESG program include homeless assistance, homeless prevention, rapid re-housing, and homeless management information system administration. The Act also provides a maximum of 7.5% for program administration.

Analysis: The City of Wichita has received two allocations of Emergency Solutions Grant funds. A supplemental allocation of $70,302 was awarded for the 2011-2012 program year. The current year, 2012-2013 allocation was $223,388. Staff have included in the current year budget, left over funds from prior years, for a total of $293,719 for 2012-2013. The attached spreadsheet delineates the allocation of all funds into the eligible categories.

The HEARTH Act requires the active involvement of the Continuum of Care in decisions related to implementation of the ESG. A subcommittee of the Continuum of Care was designated as the staff screening and selection committee. That committee reviewed the applications for homeless assistance and recommends approval of all requests. Homeless prevention funds will be administered by the Center of Hope; the Housing and Community Services Department will administer the rapid re-housing program, and will utilize the 7.5% administrative funds for general program administration. The United Way is the designated administrator of the homeless management information system and will receive funds associated with those tasks.

The ESG requires a dollar for dollar match. The match will be provided by the agencies who receive the funds. In the case of the City-administered program, the match will be in-kind services by City staff.

Financial Considerations: All funds associated with this action are federal. No general funds will be involved in the contracts.

Legal Considerations: The Law Department has confirmed that all proposed Council actions and program activities are consistent with federal regulations and requirements established by the U.S. Department of Housing and Urban Development.

Recommendations/Actions: It is recommended that the City Council authorize contract negations and signatures for administration of the 2012-2013 Emergency Solutions Grant program.

Attachments: Allocation spreadsheet.

2012-2013 CONSOLIDATED PLAN ALLOCATION FINAL December 4, 2012

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2012-13 REVISED RECOMMENDATION*	2012-13 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
	GRAND TOTAL - ESG	**$125,133**	**$124,982**	**$0**	**$0**	**$0**

	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 ALLOCATION	2012-13 ALLOCATION	COMBINED RECOMMENDATION	2012-13 COUNCIL ALLOCATION
	Emergency Solutions Grant - Final Allocation		**$70,331 ***	**$223,388**	**$293,719**	
	Homeless Assistance Max Allocation (60%)		**$20,126**	**$133,159**	**$153,285**	
RFP	**Emergency Shelter**					
	Catholic Charities - Harbor House		$15,125	$15,000	$30,125	
	Catholic Charities - St. Anthony Family Shelter			$25,000	$25,000	
	Inter-Faith Ministries - Inter-Faith Inn			$21,500	$21,500	
	The Salvation Army - Homeless Services			$25,000	$25,000	
	United Methodist Open Door - Homeless Resource Center			$35,000	$35,000	
	YWCA Women's Crisis Center		$5,001	$11,659	$16,660	
	Homelessness Prevention		**$24,629**	**$43,535**	**$68,164**	
	Center of Hope - Rent Assistance		$24,629	$42,661	$68,164	
	Rapid Re-Housing		**$16,400**	**$28,440**	**$44,840**	
	City of Wichita - Housing and Community Services		$16,400	$28,440	$44,840	
	Homeless Management Information System (HMIS)		**$635**	**$1,500**	**$2,135**	
	United Way of the Plains		$635	$1,500	$2,135	
	Administration - Maximum Allocation (7.5% of total Award)		**$8,541**	**$16,754**	**$25,295**	
	- Housing & Community Services Department - ESG Administration			$0	$0	
	- City Indirect Cost			$0	$0	
	GRAND TOTAL - ESG	**$0**	**$70,331 ***	**$223,388**	**$293,719**	**$0**

*Includes $29 unspent prior year funds

Agenda Item No. II-13

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council Members

SUBJECT: Year-End Budget Adjustments

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget adjustments.

Background: Final expenditures will be posted soon to the 2012 budgets. Budget adjustments are needed to accomplish fiscal year-end closing. Adjustments exceeding $25,000 require City Council approval in accordance with the City's Administrative Regulations.

Analysis: In closing out the year 2012, some line items are projected to be over budget. These will require budget adjustments, generally offset by lower than budgeted expenditures in other areas. The potential expenditure overages are noted at the estimated maximum potential level, to provide the necessary authority to process year-end adjustments and to avoid delays in vendor payments. The actual necessary adjustments are often smaller than estimated, and all funds will remain under-budget through the end of the year.

- Facilities Division: There is an overage in the commodities section of this General Fund division, which is responsible for building maintenance. The overage is due to increased supply and materials purchases for maintaining City Hall, the Library, the Indian Center, and other municipal facilities. The division has substantially under-spent its budget overall, especially through holding vacant numerous positions. Up to $125,000 would be moved from personnel to commodities to maintain compliance with budget policies.

- Fleet Fund: Additional vehicle parts were expensed during the year, while extra fuel costs were incurred due to higher than expected gas costs. However, the fund is under-budget and includes a contingency and inventory account to pay for such items. This budget adjustment would allow up to $1.1 million to be transferred from the contingency, inventory accounts, and savings in personnel line items to cover the extra commodities expenses.

- Stormwater Fund: The City incurred an unbudgeted cost of $105,974 from a vehicle accident earlier in the year. This will cause an overage in the contractual costs of the Stormwater Fund, which is under-budget. There is $100,000 available in the fund's contingency, and staff would move up to that amount to the contractual category to cover the overage created by the vehicle accident.

- Water Fund: On November 6, 2012, the City Council authorized a contract with SAIC to perform a master plan for the water system at a cost of $588,531. In order to pay for this, a budget adjustment is required to move that amount from the $1 million fund contingency to the contractuals category of the Water Administration Division.

— Sewer Fund: The budget includes a series of chargebacks from the Water Fund to the Sewer Fund in order to account for shared costs that are initially expensed to a single fund. A budget adjustment of $464,772 is needed cover the chargebacks. The Sewer Fund contingency of $150,000 would be used and a total of $314,772 would be transferred from the Sewage Treatment Division, which has under-spent its budgets for utilities and chemicals. This adjustment does not allocate any additional moneys beyond what was adopted in the 2012 Revised Budget, nor does it result in the City incurring any new expenses. It simply transfers money within the Sewer Utility's operating fund to pay for the normal chargebacks that are completed each year. This measure ensures compliance with accounting regulations.

Financial Considerations: The budget adjustments move moneys within funds to ensure compliance with City policies. No additional moneys are authorized and all funds under the department will come in under budget.

Legal Considerations: Budget adjustments over $25,000 require approval by the City Council.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustments.

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: HOME Program: Housing Development Loan Program Funding (Districts I, III, IV, V, VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Background: On May 1, 2012, the City Council approved final allocations under the 2012-2013 fourth program year action plan funding process, which included a total of $235,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding may be provided to non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) and Local Investment Areas (LIA), as described within the Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis. The Housing and Community Services Department established $140,000 as the maximum funding amount available to any one applicant.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy (between $30,000 and $50,000) to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550 however lower values in existing neighborhoods in the City's targeted areas often result in homes being sold for less.

All homes constructed with HOME funding through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing cost assistance loans through the City's HOMEownership 80 Program.

A newly established local non-profit housing developer, Jakub's Ladder, Inc., has submitted an HDLP application to finance construction of homes on vacant lots located within the City's targeted areas. The organization will serve as developer and general contractor. Specific sites for development were not identified in the application, but the organization is actively seeking buildable, vacant lots within the City's Neighborhood Revitalization Area (NRA), and is in the process of working with potential buyers. The HOME program requires an environmental review prior to the start of a HOME-funded project. In some cases, houses must be designed with a large front porch and a side-load garage at the rear of the structure, in order to achieve neighborhood compatibility, in terms of design. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increase the

subsidy that is required in order to develop new single-family housing. In this case the development subsidy per unit is expected to be approximately $41,000 to $45,000.

Housing and Community Services staff recommends funding from the HDLP in the amount of $42,826, for Jakub's ladder, in order to construct one home. The newly constructed home will feature a basement and a two-car garage. Staff will not provide a notice to proceed with construction, until such time as a qualified, owner-occupant buyer has been identified, and has signed a contract to purchase the home to be constructed. The homebuyer purchasing the home will receive a down payment and closing costs assistance loan from the City's HOMEownership 80 Program.

Financial Considerations: HOME funding for the proposed project will be $42,826, and will be provided in the form of a zero-interest, forgivable participation construction loan. Jakub's Ladder will obtain a construction loan equivalent to at least 60% of the appraised value of the home to be constructed from Intrust Bank. The total cost of the project is estimated to be $132,643.

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

Recommendations/Actions: It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Attachments: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Jakub's Ladder Inc.
A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2012 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated December 18, 2012, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as “the City”) and Jakub’s Ladder, Inc., (hereinafter referred to as the “Developer”).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by July 31, 2014, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit

of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this

contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded

under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $42,826.00 as referenced in Exhibit B. Contract payments above $42,826.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the

original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period.

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Jakub's Ladder Inc.

_____
Signature

_____
Title of Jakub's Ladder Inc. Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Gary E. Rebenstorf, City Attorney Date
and Director of Law of the
City of Wichita

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Jakub's Ladder Inc., hereinafter referred to as the "City" and "Developer" respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $42,826.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of an existing vacant home or a vacant lot located within the boundaries of any of the City's six Local Investment Areas, or within the boundaries of the City's Neighborhood Revitalization Area, with a new single-family home to be constructed on said site. An existing structure acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots owned by the Developer are eligible for development with funding provided under this agreement, provided they are located within one of the Local Investment Areas or the Neighborhood Revitalization Area. One new single-family home is to be constructed/developed and sold to an eligible owner-occupant homebuyer, unless a single-family home developed under this agreement must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed under this agreement must be re-sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing a contract for sale of an assisted property the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of the home, demolition, construction financing, and the developer fees earned in connection with completion of the unit.

Funding under this agreement will be provided in the form of a 0% loan to complete the project as approved by the Department of Housing and Community Services.

Developer shall obtain a construction loan in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City.

III. Administration

The Developer's President/C.E.O. will supervise operations and administration on a day-to-day basis. The Developer's Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to the Developer for this project will be $42,826.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $42,826.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with the completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of the completed home/project, and extended grant authority as a result of repayment generated by the sale of the completed home. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

	$42,826.00
TOTAL	$42,826.00

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2012 HUD guidelines:

2 Bedroom: $643 - $178 (Utility Allowance) = $465.00

3 Bedroom: $822 - $211 (Utility Allowance) = $611.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Refrigerators and electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to the City for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act.

(92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2013, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2013, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for the home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in the Developer. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, as specified in Section 16 of this contract, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.

G. The Developer will obtain any and all permits required by the City prior to undertaking construction.

H. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site.

I. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

J. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

L. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

M. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

N. Project Benchmarks: Developer must identify site for purchase and must enter into and written, ratified sales contract or a written, ratified option for purchase of said site by no later than February 15, 2012. A HOME-eligible buyer, pre-qualified for first mortgage financing, as evidenced by a written commitment

letter to be approved by Housing and Community Services Department staff, must be identified and under a written, ratified sales contract to purchase a home to be constructed on the previously identified site by no later than April 1, 2012. Benchmarks may be adjusted, if deemed necessary by Housing and Community Services Staff.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	
	$42,826.00
TOTAL	$42,826.00

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: HOME Program Funding Agreement Amendment; Power CDC (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the amendment to the funding agreement to extend the project completion period.

Background: On December 14, 2010, the City Council approved HOME Program funding from the City's Housing Development Loan Program (HDLP) for Power CDC, in the amount of $140,000, to subsidize construction of a minimum of four single-family homes in its Millair Creek subdivision, which is located within the Northeast Local Investment Area. The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations.

Analysis: Extension of the HOME Program funding agreement is requested to allow additional time for completion and sale of the final home to be developed under the original agreement and to provide for reimbursement of expenses related to maintenance and preservation as the home is marketed for sale. Power CDC has identified willing buyers. However, economic conditions and the tightening of mortgage credit have adversely impacted the single-family housing market, and have slowed the pace of development over recent months.

Financial Considerations: The amendment to the funding agreement does not include any additional funding. The individual or family purchasing the home will receive a down payment and closing costs assistance loan through the City's HOMEownership 80 Program.

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

Recommendations/Actions: It is recommended that the City Council approve the amendment to the funding agreement providing to extend the project completion period, and authorize the necessary signatures.

Attachments: Funding agreement amendment.

AMENDMENT TO GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Power Community Development Corporation,

A Community Housing Development Organization/Non-Profit Housing Developer

HOME Investment Partnerships Program

2010 Housing Development Loan Program Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into December 18, 2012 and dated to be effective December 14, 2012, between the City of Wichita (hereinafter referred to as the CITY) and Power Community Development Corporation (Power CDC, a Community Housing Development Organization/Non-profit Developer) hereinafter referred to as the "Developer".

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective December 14, 2010, and executed December 14, 2010, in the amount of $140,000, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes, within the City's Northeast Local Investment Area, as described in the City of Wichita's Consolidated Plan.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin December 14, 2010, and executed December 14, 2010, and the intent of this amendment, entered into December 18, 2012, and dated to be effective December 14, 2012, hereby agree, covenant, and contract with each other that, effective December 14, 2012, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by October 31, 2013, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

Power Community Development Corporation

_____
Signature

_____
Title of Officer Date

CITY OF WICHITA

By_____
Carl Brewer, Mayor Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Gary E. Rebenstorf, City Attorney Date
and Director of Law of the
City of Wichita

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Traffic Signalization Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the project.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes an ongoing project to install signalized midblock crosswalks, signalize major intersections, and improve the traffic signals at existing signalized intersections.

Analysis: The Department of Public Works & Utilities receives requests for traffic signalization at un-signalized locations throughout the year. Traffic signal warrant analysis is completed for these locations to determine if warrants are met, and if so, designs are initiated. Recent requests and possible locations not already included within an arterial CIP project are listed below:

K-96 and Hillside	25th/27th and Hillside	K-96 and Oliver
13th and Edgemoor	William from Main to Emporia	

Recent warrant analysis showed these locations were approaching the necessary volumes to meet warrants for signalization.

Staff has also been working with Unified School District 259 to determine if midblock crosswalk signals are needed at various locations due to school boundary changes and the addition of new schools. Once the new locations have been identified, warrant analysis utilizing MetroCount counters and MioVision cameras will be conducted prior to initiating designs.

Improvements to existing signalized intersections are also considered; these would include: left turn phasing at intersections, audible pedestrian signals, controllers, conflict monitors, communication networking equipment, and maintenance contracts with Telvent for the Management Information System for Transport software for the traffic signal network and Electronic Technology Inc. for preventive maintenance for the radio communication network.

Financial Considerations: The programmed CIP budget for 2013 is $525,000. The funding source is General Obligation bonds.

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

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

Attachments: CIP sheet, and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arc	11/28/2012	Traffic Signalization Program

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Dam				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals	$525,000			$525,000
Totals	$525,000			$525,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-85073

13. Recommendation: Approve the project and adopt the resolution.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on December 21, 2012

RESOLUTION NO. 12-264

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO **CONDUCT TRAFFIC STUDIES AND CONSTRUCTION OF TRAFFIC SIGNALS AT THE INTERSECTIONS OF K-96 FREEWAY AT HILLSIDE, K-96 FREEWAY AT OLIVER, 25TH AND 27TH STREETS NORTH AT HILLSIDE, 13TH STREET EAST AT EDGEMOOR AND WILLIAM FROM EMPORIA TO NORTH MAIN STREET. (472-85073).**

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

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

Conduct traffic studies and construction of traffic signals as needed for maj9or traffic facilities.

SECTION 2: The cost of the of the above described traffic studies and construction of traffic signals is estimated to be **Five Hundred Twenty-Five Thousand Dollars ($525,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita through the issuance of General Obligation Bonds.

SECTION 3: That the advisability of said improvements is established and authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of December, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)
APPROVED AS TO FORM:

_____

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. II-17

City of Wichita
City Council Meeting
December 18, 2012

TO:	Mayor and City Council
SUBJECT:	Contract for Victim's Rights Services
INITIATED BY:	Department of Law
AGENDA:	Consent

- -

Recommendation: Approve the Agreement with Correctional Counseling of Kansas and authorize the Mayor to sign.

Background: Kansas law requires that municipalities provide notice to crime victims of certain court proceedings in conformity with the Victim's Bill of Rights contained in the Kansas Constitution and statutes. The City of Wichita has adopted Resolution No. R-93-327 to implement these notification requirements. These services have been provided by a contract with Correctional Counseling of Kansas for a number of years.

The Law Department has also had an additional contract to provide victim services for victims of domestic violence. These services were previously provided by a contract with Kansas Legal Services.

In order to streamline the services previously provided for by two separate contracts, and avoid duplication of efforts, an RFP was issued seeking a proposal for one vendor to provide services for domestic violence victims and meet the notification requirements of the Kansas Victim's Bill of Rights.

Analysis: Following interviews, the staff screening selection committee recommended accepting the proposal submitted by Correctional Counseling of Kansas. Two proposals were submitted and both firms were interviewed by the screening panel. Correctional Counseling was selected based on the firm's qualifications, the interview process and past experience in providing victim services. Correctional Counseling of Kansas has contracted with the City since 2006 to provide victim notification.
Correctional Counseling of Kansas will provide all victim services and notfications necessary to comply with the Kansas Constitution.

Financial Considerations: Funds in the amount of $70,700 have been approved in the contractuals line of the Law Department Budget for purposes of paying for this program in 2013. Additional amounts are provided to furnish office supplies and postage ($15,000), computer access ($2,880), office space ($2,500), interpreter services ($500) and phones ($600).

Legal Considerations: The Law Department has prepared the Agreement and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the Mayor to sign.

Attachment: Agreement

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, dated as of this _____ day of _____, 2012, by and between the City of Wichita, Kansas (hereinafter called the City) and Correctional Counseling of Kansas (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Consultant to provide victims' rights services and domestic violence advocacy in connection with the City's obligation to provide such services under the Kansas Constitution and K.S.A. 74-7333 and K.S.A. 74-7335; and

WHEREAS, Consultant is qualified and desires to provide such services to the City.

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

SECTION 1. **SCOPE OF SERVICES**. The Consultant shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Exhibit B.

SECTION 2. **TIME OF PERFORMANCE**. The services of the Consultant are to commence January 1, 2012, and shall be continuously performed as needed to accomplish the Scope of Services through a period of 12 months ending no later than December 31, 2012, with option to renew for two additional periods of 12 months thereafter if acceptable to the parties.

SECTION 3. **RECORDS, REPORTS AND INSPECTION**.

A. Establishment and Maintenance of Records. The Consultant shall establish and maintain such records as are prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Consultant shall retain such records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and

information as the City may request pertaining to matters covered by this contract. Subject to the Kansas Open Records Act, all reports, information, data and other related materials, prepared or assembled by the Consultant under this contract, are confidential and shall not be made available to anyone without the prior written approval of the City.

D. Audits and Inspections. The Consultant shall at any time, and as often as the City may deem necessary, make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. **CONFLICT OF INTEREST**. No member, officer or employee of the Consultant or its designees or agent, or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this contract. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. **DISCRIMINATION**.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L.88-352). For purposes of this section, "program or activity" is defined as any function conducted by a representative of the Consultant receiving funds pursuant to this contract.

B. The Consultant further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

SECTION 6. **COMPLIANCE WITH LOCAL LAWS**. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and the City of Wichita.

SECTION 7. **ASSIGNABILITY**. The Consultant shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. **COPYRIGHTS**. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

SECTION 9. **PATENTS**. Any discovery or invention arising out of or developed in the course of work by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered in order to protect the public interest.

SECTION 10. **USE AND DISPOSITION OF PROPERTY**. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

A. Compensation and Method of Payment. Compensation and method of payment to the Consultant for activities satisfying the Scope of Services as specified in Exhibit B attached hereto will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total payment to the Consultant, including amounts expended for support services in-kind (e.g., telephone, copying, postage and computer charges) will not exceed $92,180.00.

C. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the funds available to the City of Wichita are insufficient to permit continuation of this contract.

SECTION 11. **TERMINATION CLAUSE**. Upon breach of the contract by Consultant, the City shall give consultant written notice of such breach and if the default is not remedied within 30 days of receipt of the written notification, City may terminate this contract. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 16, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 12. **TERMINATION FOR CONVENIENCE**. The City may terminate this contract at any time by a notice in writing from the City to the Consultant. If the contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation the services actually performed bear to the total services of the Consultant covered by this contract, less payments of compensation previously made.

Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense) not otherwise reimbursed under this contract) incurred by the Consultant during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Consultant, Section 16 hereof relative to termination shall apply. The parties acknowledge that an accurate measure of services to be provided in the future is not quantifiable, and agree that pro rata computations for this section shall be determined on the basis of calendar days, adjusted for prepayments.

SECTION 13. **AMENDMENTS**.

A. To provide necessary flexibility for the most effective execution of this contract, whenever both the City and the Consultant mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 14. **PERSONNEL AND SERVICES**. All services required herein will be performed by the Consultant under the direction of its Director. Any services which the Consultant deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 15. **RENEGOTIATION**. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract. The Consultant

may propose an increase in pricing if presented at least 90 days prior to the beginning of any additional term. No price increase will take effect with written City Council approval.

SECTION 16. **APPENDICES**. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A	Non-Discrimination & Equal Employment Opportunity Statement (references to contractor shall mean Consultant)
Exhibit B	Scope of Services, Performance and Cooperation
Exhibit C	Confidentiality Statement
Exhibit D	Certification of Drug-Free Workplace

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

ATTEST:

CITY OF WICHITA, KANSAS

_____

KAREN SUBLETT, CITY CLERK

_____

CARL BREWER, MAYOR

Approved as to form:

_____

Gary E. Rebenstorf,
Director of Law

CORRECTIONAL COUNSELING OF KANSAS

_____

_____, Director

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights

Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

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

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

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

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

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

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract,

subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

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

D. Exempted from these requirements are:

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

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

Exhibit B

SCOPE OF SERVICES, PERFORMANCE AND COMPENSATION

1. Victim/Witness Coordination Services shall be provided, as necessary to meet the demands for all Criminal, Domestic Violence, DUI, Traffic and Environmental court proceedings:

a. Provide written notification of public hearings or, if not possible, by phone for crimes enumerated in K.S.A. 74-7333 et seq and DUI offenses.;

b. Inform victims of the right to civil redress, mechanisms for requesting restitution, and remedies available through the Crime Victims Compensation Fund;

c. Provide victims with a copy of the Kansas Victim's Bill of Rights;

d. Assist victims in understanding their role in the criminal justice system and accompanying them during court proceedings, and ensuring the right to address the court;

e. Solicit input from victims regarding the view of the case and assessment of the assistance provided through the use of a standard form approved by the City Attorney;

f. Attempt to address safety or protection concerns of victims;

g. Link victims to community resources, as appropriate;

h. Provide quarterly reports to the City to include all data requested by the City Attorney; Such reports shall include:

1. Total number of victim contacts
2. Number of victim letters mailed each month
3. Number of referrals to Domestic Violence Shelters

i. Contact victims and witnesses designated by the City Attorney or his designee for all court proceedings;

j. Obtain restitution information on all cases designated by the City Attorney or his designee;

k. When necessary, utilize interpreters when the victim is foreign speaking or has communication impairment, to ensure the victim understands his or her rights. Vendors' forms will be in a bilingual format (English-Spanish);

l. Attend Court hearings to assist victims through Court proceedings and trial;

m. Interview victims for providing input to Prosecution staff to evaluate diversion and deferred judgment options for domestic violence offenders; and

n. The vendor will develop and maintain a computerized management system to provide summary reports and evaluate program efforts.

2. Specifically, for Domestic Violence cases, the following services shall be provided:

a. Coordinate a volunteer program to ensure availability of volunteer advocates to work with victims.

b. Victim's First Appearance in Municipal Court

Advocate will attend in person the Municipal Court domestic violence daily docket calls at 10:30 a.m. and 1:30 p.m. Monday through Friday, for the purposes of making contact with the victims. The following should occur during the initial contact:

i. Assessment of the victim's needs and referral of the victim to appropriate agencies and treatment;

ii. Consult with the victim concerning recommendations to be made to the Court on restrictions to be placed on offender's appearance bond;

iii. Provide the victim an explanation of the Court process and possible disposition of the case, including that charges are filed by the City and the victim therefore cannot have the charges dropped;

iv. Explain treatment alternatives for the offender;

v. Advise the victim if a no-contact provision is set on the appearance bond, and of the procedure to use if the offender attempts to contact the victim, or otherwise violates such restrictions;

vi. Provide the victim with an information pamphlet and ensure that the victim understands that the advocacy system is in place to assist during the Court proceedings and thereafter, and make sure the victim understands that the goal of the program is to stop violence;

vii. Assign a volunteer or make other arrangements to ensure continuing contact will occur with the victim throughout the Court proceedings.

c. Victims That Do Not Appear for First Appearance

i. If the victim does not appear at the first court appearance, make personal contact for the purpose of attempting to persuade the victim to participate in the case and to otherwise advise the victim of services available through the Victim Advocacy Program; provide documentation of such contacts made and attempted, and the reason for non-appearance; and

ii. Make arrangements for Police Department to take evidentiary photographs of the victim the date after an incident has occurred when the victim has not been subpoenaed to appear in Court the next day following the incident. When the date after an incident has occurred is on a weekend or holiday, this obligation shall be met on the following business day.

d. Assistance During Court Proceedings

i. Continue to assess the victim's needs as to types of assistance which will help ensure the victim's ability to continue to work with the Court process;

ii. Provide recommendations to the prosecutor, for the presentation to the Court for purposes of establishing conditions of probation/deferred judgment (i.e., no-contact restrictions); and

iii. Provide recommendations to the prosecutor regarding the victim's availability for Court proceedings.

3. Program Administration.

a. Operations and administration on a day-to-day basis will be supervised by Consultant. Ultimate responsibility for policies, personnel and fiscal accountability lies with Consultant. The parties acknowledge that satisfactory service delivery can only be accomplished by simultaneous activity in multiple locations.

b. Consultant shall procure and maintain a liability insurance policy which will protect the Consultant from errors, omissions and negligent acts of the Consultant, its agents, officers and employees in the performance of the services rendered under this contract. Such policy of insurance shall be in an amount of not less than $500,000.00 per occurrence and shall name the City as an additional insured. Such insurance coverage shall be subject to the City's reasonable approval. Failure to provide, maintain or provide proof of coverage on request shall be a breach of this contract.

c. Consultant agrees to comply with any applicable drug-free workplace requirements found at 24 CFR 24 Subpart F and to execute the certification attached hereto as Exhibit D.

d. All employees and volunteers of Consultant who work in the Victims' Rights and Advocacy Program shall be required to sign the Confidentiality Statement attached hereto as Exhibit C and failure to abide by the terms of the statement shall be reason to exclude them from further participation in Victims' Rights and Advocacy activities.

4. BUDGET

The City shall expend a maximum of $92,180 for the program described in this contract. Said funds shall be used as follows:

Victims/Witness Coordinator	$32,000.00
Assistant	$19,000.00
Benefits, Fringes and Taxes	9,700.00
Program Administration	10,000.00
Documents/Forms/Office Supplies/Postage (in kind)	15,000.00
Space Lease (in Kind)	2,500.00
Computer (in Kind)	2,880.00
Contractual Services (Interpreters)	500.00
Phone (in Kind)	600.00
TOTAL	$92,180.00

5. METHOD OF PAYMENT

The Consultant agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

1. The City agrees to immediately advance to Consultant $10,000, upon submittal of a written request for such payment, the total administration fee. Said advance will be deducted in approximately equal amounts of $833.00 from monthly reimbursements.

2. The City agrees after the initial $10,000 administration fee, to pay the Consultant no more than $5,058.22 per month plus reimbursable expenses less the amount deducted for the administration fee upon submittal of a statement with supportive documentation as stipulated below.

3. The City and Consultant mutually understand and agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over $10,000 which has to be approved as a contract amendment by the City Council.

4. Reimbursement for expenditures for commodities and contractors shall be made on the basis of a copy of invoices, tickets or billings. Consultant shall order forms through the Department of Law Office Administrator and the costs shall be charged directly against the budget for this contract. The budgeted amounts for the office space and computer also will be charged by the City directly against the budget for this contract.

5. The Consultant will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Consultant for three (3) years after the final payment of expenditures made under this contract.

Exhibit C

CONFIDENTIALITY STATEMENT

I, _____, understand that I will have access to confidential information in police officers' reports as part of my duties in the Victims' Rights and Advocacy Program.

As a condition of my employment, I agree not to disseminate any particulars of any case to anyone outside the City of Wichita Department of Law and Municipal Court, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my employment with the Victims' Rights and Advocacy Program. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge. I understand that improper release of certain case information can be a criminal offense.

Dated this _____ day of _____, 2012.

_____

Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Consultant certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of the prohibition.

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Consultant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

(f) The site for the performance of work done in connection with this contract is:

455 N. Main, Wichita, Kansas 67202

Executed this _____ day of _____, 2012.

CORRECTIONAL COUNSELING OF KANSAS

_____

_____, Director

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Banking Services Contract and Resolution

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the resolution, approve the contract and authorize the necessary signatures.

Background: Based on the issuance of a Request for Proposal (RFP) for banking services, the governing body adopted a resolution on November 20, 2012 approving the selection of INTRUST Bank, N.A. as the City's banking services provider and authorized the preparation, execution and delivery of certain agreements in connection with the City's banking services.

Analysis: The contract for banking services incorporates INTRUST Bank's response to the Request for Proposal (RFP), including the fee schedule into the agreement. The term for banking services is for one year with options to renew for four additional one year terms.

The resolution authorizes the City Manager to enter into necessary agreements as approved by the Law Department for banking services established by the RFP. Banking services utilized by the City include, but are not limited to, depository and zero balance accounts, wire transfers, positive pay services, vault services, Automatic Clearing House ("ACH") services, safekeeping, debit filters and blocks, and collateralization of deposits.

Financial Considerations: The estimated annual cost based on the response to the RFP for banking services is approximately $92,000. Banking services are charged to appropriate Departments outside the General Fund and are also funded, in part, through interest earnings on the City's pooled funds investment portfolio.

Legal Considerations: The contract for banking services and resolution have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the resolution authorizing the execution and delivery of agreements pertaining to banking services, approve the contract for banking services and authorize the necessary signatures.

Attachments: Contract for Banking Services
Resolution

RESOLUTION NO. 12-271

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS PERTAINING TO AUTOMATIC CLEARING HOUSE SERVICES, WIRE TRANSFER SERVICES, POSITIVE PAY SERVICES, CUSTODY AND SAFEKEEPING OF FUNDS AND COLLATERAL SECURITIES, SECURITY REPURCHASE AGREEMENTS, AND OTHER SUCH AGREEMENTS AND RELATED MATTERS IN CONNECTION WITH THE SELECTION OF INTRUST BANK, N.A., AS A BANKING SERVICES PROVIDER FOR THE CITY OF WICHITA.

WHEREAS, by the adoption of Resolution No. 12-246 on November 20, 2012, the City approved the selection of INTRUST Bank, N.A. (the "Bank") as a banking services provider and further approved the execution and delivery of certain agreements pertaining to the Bank's receipt of deposits and transfer authority with respect to the City's accounts; and,

WHEREAS, the City also desires, consistent with the terms of the Request for Formal Proposal - FP240012, to obtain necessary banking services from the Bank, including but not limited to, Automatic Clearing House ("ACH") services, wire transfer services, positive pay services, arrangements for custody and safekeeping of funds and collateral, arrangements relating to securities repurchase agreements in which Kansas municipalities are permitted to invest funds, and other ancillary services and arrangements;

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

Section 1. Execution of Documents. The City Manager is hereby authorized and directed to agree upon, with representatives of the Bank, and to enter into agreement(s) setting forth, the terms and conditions upon which the Bank, in accordance with the specifications established by the City's Finance Department (and in forms approved by the City Attorney), will provide the desired Automatic Clearing House ("ACH") services, wire transfer services, positive pay services, arrangements for custody and safekeeping of funds and collateral, arrangements relating to securities repurchase agreements in which Kansas municipalities are permitted to invest funds, and other ancillary services and arrangements, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to any such agreement(s), for and on behalf of the City.

Section 2. Delivery of Documents; Further Authority. The City Manager, City Clerk or other appropriate officers, agents or representatives of the City are hereby authorized and directed to deliver the above-referenced agreement(s) and to execute and deliver such other documents and certificates as may be approved by the City Attorney as documents necessary and appropriate to carry out the intent of this Resolution.

Section 3. Certification. The City Clerk or Deputy City Clerk is hereby authorized and directed to certify this Resolution to the Bank.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage by the Governing Body of the City.

ADOPTED by the Governing Body of the City of Wichita, Kansas, on December 18, 2012.

(Seal)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

_____
Gary E. Rebenstorf, Director of Law

CONTRACT
for
BANKING SERVICES

THIS CONTRACT entered into this _____ day of December, 2012, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY"**, and **INTRUST BANK, N.A.** hereinafter called **"BANK"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for Banking Services (Formal Proposal – FP240012); and

WHEREAS, BANK has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. BANK** shall provide to the **CITY** all those services specified in its response to Formal Proposal Number – FP 240012, 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 – FP240012, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay **BANK** in accordance with the fee schedules as per Exhibit C for Optional Banking Services and Exhibit D for Required Banking Services included in **BANK'S** response to the proposal.

3. **Term.** The term of this contract shall be from December 1, 2012**, through** November 30, 2013, with options to renew the contract under the same terms and conditions for four (1) successive one (1) year terms by mutual agreement of the parties. In the event either party does not intend to renew the agreement, ninety (90) days advance written notice shall be given prior to the renewal date.

4. **Indemnification and Insurance.**

a. **BANK** 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 **BANK**, 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.

b. **BANK** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

(1) Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence $500,000 each aggregate
Property Damage Liability	$500,000 each occurrence $500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

(2) Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident

(3) Workers' Compensation/Employers Liability for minimum limits of:

(a) Workers' Compensation statutory (includes all states endorsement)

(b) Employers Liability	$100,000 each accident $500,000 aggregate by disease $100,000 by disease each employee
(4) Banker's Professional Liability	$2,000,000 per occurrence and as an annual aggregate

(5) Banker's Blanket Bond

Coverage must be provided on Banker's Blanket Bond Standard Form 24 with a minimum limit of $3,000,000 per loss under Insuring Agreements A-Fidelity, B-On Premises and C-In Transit. A minimum of $2,000,000 shall be provided under Insuring Agreement E-Securities. Computer Crime coverage, in an amount not less than $2,000,000, is to be provided either by endorsement to the Banker's Blanket Bond or by separate bond.

The Insurance Certificate must contain the following:

(1) Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the **BANK** in the contract documents.

(2) Change or Cancellation – Prior to any material change or cancellation of the above policies before the expiration date thereof, the City will be given (30) days advance written notice by registered mail to the stated address of the certificate holder.

The certificate holder shall be as follows:

City of Wichita
c/o Risk Management
455 N. Main, 12th Floor
Wichita, KS 67202

5. **Independent Contractor.** The relationship of the **BANK** to the **CITY** will be that of an independent contractor. No employee or agent of the **BANK** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. BANK** 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 **BANK** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. BANK** 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**. **BANK** and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the **BANK** represents the he or she is duly authorized by the **BANK** to execute this contract, and that the **BANK** has agreed to be bound by all its provisions.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

_____
Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

_____
Carl Brewer
Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

INTRUST BANK, N.A.

_____
Signature

_____
Print Name

_____
Title (President or Corporate Officer)

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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR.

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

1. The CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR, supplier, CONTRACTOR or subCONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, 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 CONTRACTOR, supplier, CONTRACTOR or subCONTRACTOR shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR, 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, subCONTRACTOR 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, CONTRACTORs 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 CONTRACTORs, 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, CONTRACTOR 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
December 18, 2012

TO: Mayor and City Council Members

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale three series of general obligation temporary notes in the principal amount of approximately $82,730,000 (Series 247, 254 and 256) and two series of general obligation bonds (Series 807 and 812) in the principal amount of approximately $13,445,000. The bonds and notes are being issued for the purpose of providing temporary and permanent financing capital improvement projects of the City. The public sale of the bonds and notes is scheduled for 10:00 a.m. C.S.T. on January 15, 2013, at which time bids will be received and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The bonds are being issued on a reimbursement basis to finance project costs previously incurred.

The City's winter 2013 general obligation bond and note sale includes the following issues:

Temporary Notes
The proceeds from the sale of the Series 247 and 254 Renewal and Improvement Temporary Notes will be used to provide interim financing for City-at-large projects, Airport Projects, improvement district projects, public improvement projects and improvements related to Tax Increment Financing (TIF) Districts. The proceeds from the sale of the Series 256 Improvement Temporary Notes will be used to provide interim financing for Exempt Facility Airport projects. Temporary Note Series 247 will be issued in a principal amount of approximately $4,435,000 and is taxable under Federal law due to the nature of the TIF and Airport improvements being financed. Temporary Note Series 254 will be issued in a principal amount of approximately $63,230,000. Temporary Note Series 256 will be issued in a principal amount of approximately $15,065,000 and is subject to Alternative Minimum Tax.

General Obligation Bonds
The Series 807 Bonds will be issued in a principal amount of approximately $9,800,000 and will be used to permanently finance City-at-large and public improvement projects.

Special Assessment Bonds
The Series 812 Bonds will be issued in a principal amount of approximately $3,645,000 and will be used to permanently finance neighborhood improvements located in special improvement districts. Special assessments have been levied against the property owners in the improvement districts for the purpose of paying all or a portion of the costs of such improvements, including the payment of principal and interest on the Series 812 Bonds.

Financial Considerations: The City of Wichita awards the sale of bonds to the bidder with the lowest true interest cost, or "TIC". Using the 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 its present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments. Due to its short term, the awards for the sale of temporary notes are made to the bidder with the lowest net interest cost.

The Series 247, 254 and 256 Temporary Notes will mature on February 11, 2014 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or other available funds of the City. The Series 247, 254 and 256 Temporary Notes will be callable August 13, 2013 at par.

The Series 807 General Obligation Bonds will mature serially over 10 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 807 Bonds will be callable beginning in 2021 at par and are payable from City-wide ad valorem taxes.

The Series 812 Special Assessment Bonds will mature serially over 15 and 20 years with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 812 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from City-wide ad valorem taxes. The Series 812 Special Assessment Bonds will be callable beginning in 2022 at par.

Legal Considerations: The Law Department has approved the Resolution authorizing the sale of the bonds and notes and directing the publication and distribution of the Notice of Sale (prepared by the City's Bond Counsel).

Recommendation/Action: It is recommended the City Council adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statement; 4) authorizing publication and distribution of the Notice of Sale; and 5) authorizing staff, in consultation with Bond Counsel, to take such further action reasonably required to implement this Resolution.

Attachments: Sales Resolution
Official Notice of Sale

RESOLUTION NO. 12-265

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE PUBLIC SALE OF GENERAL OBLIGATION NOTES AND BONDS OF THE CITY.

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

Section 1. The following obligations (collectively, the "Obligations") of the City of Wichita, Kansas (the "City"), shall be offered at competitive public sale on January 15, 2013, at 10:00 a.m., Central Time, or at such other time and date approved by the Mayor that is the date of a City Council meeting:

Name of Obligation	Series	Approximate Principal Amount
General Obligation Bonds	807	$ 9,800,000
General Obligation Bonds	812	4,515,000
General Obligation Renewal and Improvement Temporary Notes	247 (Taxable Under Federal law)	4,435,000
General Obligation Renewal and Improvement Temporary Notes	254	63,230,000
General Obligation Renewal and Improvement Temporary Notes	256 (Subject to Alternative Minimum Tax)	15,065,000

Section 2. Bids for the purchase of each series of Obligations shall be accepted through the *PARITY*® Electronic Bid Submission System until 10:00 a.m., Central Time, and will at such time be read aloud and tabulated by City staff. The bids will be considered and each series of Obligations will be awarded to the respective best bidder by the Governing Body at their earliest convenience following the deadline for receipt of the bids.

Section 3. The City's Bond Counsel, Kutak Rock LLP ("Bond Counsel"), in conjunction with City staff, are authorized to prepare a notice of sale and preliminary official statement in connection with the offering of the Obligations (the "Notice of Sale and Preliminary Official Statement") and appropriate officers of the City are authorized to provide the original purchaser of each series of Obligations with a certification to the effect that the City deems the information contained in the Preliminary Official Statement "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities Exchange Commission, and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable such original purchasers to comply with the requirement of such Rule.

Section 4. City staff is authorized and directed to give notice of the sale of the Obligations by making copies of the Notice of Sale and Preliminary Official Statement available to prospective purchasers of the Obligations and by publishing a summary of such Notice of Sale for the bonds being sold in such final form as shall be prepared by Bond Counsel and approved by City staff, on a date which is at least 6 but not more than 30 days prior to the date of the public sale, in a newspaper of general circulation in Sedgwick County, Kansas, and in the *Kansas Register*, the official newspaper of the State of Kansas.

Section 5. City staff, in consultation with Bond Counsel, is hereby authorized to take such further action reasonably required to implement this Resolution, including, but not limited to, providing notice of outstanding notes being redeemed and paid prior to their maturity with the proceeds of the Obligations.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on December 18, 2012.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4846-4908-1618.2

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF SALE

$9,800,000* GENERAL OBLIGATION BONDS, SERIES 807

$3,645,000* GENERAL OBLIGATION BONDS, SERIES 812

$4,435,000* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 247 (TAXABLE UNDER FEDERAL LAW)

$63,230,000* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 254

$15,065,000* GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 256 (SUBJECT TO ALTERNATIVE MINIMUM TAX)

(General Obligation Bonds and Notes Payable from Unlimited Ad Valorem Taxes)

Date, Time and Place of Receiving Bids

Bids will be received by the Director of Finance on behalf of the Governing Body of the City of Wichita, Kansas (the "City"), via *PARITY*® electronic bid submission system ("*PARITY*"), until 10:00 a.m. (good faith deposits by 9:30 a.m. as described herein) on: **TUESDAY, JANUARY 15, 2013** (the "Sale Date"), for the purchase of:

$9,800,000* principal amount of General Obligation Bonds, Series 807 (the "Series 807 Bonds");

$3,645,000* principal amount of General Obligation Bonds, Series 812 (the "Series 812 Bonds");

$4,435,000* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 247 (Taxable Under Federal Law) (the "Series 247 Notes");

$63,230,000* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 254 (the "Series 254 Notes"); and

$15,065,000* principal amount of General Obligation Improvement Temporary Notes (Subject to Alternative Minimum Tax), Series 256 (the "Series 256 Notes").

All bids shall be publicly read and tabulated on the date and at the time above indicated and all bids and the tabulations thereof shall thereafter be presented to the Governing Body of the City at their earliest convenience in the Council Chamber at City Hall. The Series 807 Bonds and the Series 812 Bonds are herein collectively referred to as the "Bonds." The Series 247 Notes, the Series 254 Notes and the Series 256 Notes are herein collectively referred to as the "Notes." The Governing Body will thereupon consider the award each series of the Bonds and the Notes to the respective best bidders. **All references to time in this Notice shall mean Central Standard Time.**

* Subject to change.

Each series of Bonds and Notes shall be sold separately, and bidders may bid on any series of Bonds or the Notes. No oral or auction bid for any series of Bonds or the Notes shall be considered, and no bid for less than the entire principal amount of the applicable series of Bonds or Notes shall be considered.

Description of Bonds

Series 807 Bonds. The Series 807 Bonds shall be issued in the aggregate principal amount of $9,800,000*, shall bear a Dated Date of February 1, 2013, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 807 Bonds shall mature on June 1 in the years and principal amounts as follows:

Maturing June 1	Principal Amount*	Maturing June 1	Principal Amount*
2014	$875,000	2019	990,000
2015	895,000	2020	1,015,000
2016	920,000	2021	1,040,000
2017	940,000	2022	1,065,000
2018	965,000	2023	1,095,000

The Series 807 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2013.

Series 812 Bonds. The Series 812 Bonds shall be issued in the aggregate principal amount of $3,645,000*, shall bear a Dated Date of February 1, 2013, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 812 Bonds shall mature on June 1 in the years and principal amounts as follows:

Maturing June 1	Principal Amount*	Maturing June 1	Principal Amount*
2014	$185,000	2024	245,000
2015	185,000	2025	250,000
2016	190,000	2026	265,000
2017	200,000	2027	270,000
2018	205,000	2028	275,000
2019	210,000	2029	45,000
2020	215,000	2030	50,000
2021	225,000	2031	50,000
2022	235,000	2032	50,000
2023	240,000	2033	55,000

* Subject to change.

The Series 812 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2013.

Principal Amounts Subject to Change. The City reserves the right to decrease the total principal amount of any series of Bonds and the principal amount of any maturity in order to properly size a Bond issue including adjustments based on net bond proceeds received by the City as a result of any premium bid. Adjustments, if required, will be made proportionately to each maturity as permitted by the authorized denominations of such series of Bonds. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of a series of Bonds as described. If there is an adjustment in the final aggregate principal amount of a series of Bonds or the schedule of principal payments as described above, any premium bid on such series of Bonds will be proportionately adjusted. At the request of the City, each successful bidder agrees to resize the series of Bonds, adjust the premium and provide a revised maturity schedule to the City promptly after receipt of notification of such a request by the City.

Redemption of Bonds

Series 807 Bonds. The Series 807 Bonds maturing in the years 2014 through 2021, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 807 Bonds maturing June 1, 2022, and thereafter, may be called for redemption and payment prior to their respective maturities on and after June 1, 2021, in whole or in part at any time at a price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date established for redemption and payment.

Series 812 Bonds. The Series 812 Bonds maturing in the years 2014 through 2022, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 812 Bonds maturing June 1, 2023, and thereafter, may be called for redemption and payment prior to their respective maturities on and after June 1, 2022, in whole or in part at any time at a price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date established for redemption and payment.

Mandatory Redemption. A bidder may elect to have all or a portion of a series of Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of those consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth herein, subject to the following conditions for each series of Bonds: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements, (b) callable and noncallable serial maturities of the Bonds may not be combined in the same Term Bond maturity, and (c) a bidder must indicate the Term Bond election on the bid submitted.

General Redemption Provisions. If less than all of a series of outstanding Bonds are called for redemption on a specified date, the method of selection of the Bonds to be called shall be designated by the City in such equitable manner as it may determine. In the case of Bonds

registered in denominations greater than $5,000, the City shall treat each $5,000 of face value as though it were a separate Bond in the denomination of $5,000.

Written notice of any call for redemption and payment of the Bonds shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Bonds called for redemption and payment as shown by the Registration Books maintained by the Bond Registrar.

Paying Agent and Bond Registrar

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Bond Registrar for the Bonds (hereinafter called the "Paying Agent"). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Bonds shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered bond certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Bonds.

Payment of Principal and Interest on Bonds; Ownership Registration

One certificate representing the entire principal amount of each maturity of each series of the Bonds will be issued to The Depository Trust Company, New York, New York (hereafter called "DTC"), registered in the name of Cede & Co. (DTC's nominee), and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Bonds in the permitted $5,000 denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Bonds will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Bonds. DTC's practice is to credit Direct Participants' accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Bonds.

Description of Notes

***Series 247 Notes*.** The Series 247 Notes shall be issued in the principal amount of $4,435,000*, shall bear a Dated Date of February 14, 2013, and a Maturity Date of February 11, 2014, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 247 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Notes, and said interest shall be payable on the Maturity Date.

***Series 254 Notes*.** The Series 254 Notes shall be issued in the principal amount of $63,230,000*, shall bear a Dated Date of February 14, 2013, and a Maturity Date of

* Subject to change.

February 11, 2014, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 254 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Notes, and said interest shall be payable on the Maturity Date.

Series 256 Notes. The Series 256 Notes shall be issued in the principal amount of $15,065,000*, shall bear a Dated Date of February 14, 2013, and a Maturity Date of February 11, 2014, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 256 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Notes, and said interest shall be payable on the Maturity Date.

Principal Amounts Subject to Change. The City reserves the right to increase or decrease the total principal amount of any series of Notes based on net note proceeds received by the City in order to properly size a Note issue including adjustment resulting from any premium bid. The successful bidder may not withdraw its bid or change the interest rate bid as a result of any changes made to the principal amount of a series of Notes as described. If there is an adjustment in the final aggregate principal amount of a series of Notes or the schedule of principal payments as described above, any premium bid on such series of Notes will be proportionately adjusted.

Redemption of Notes

The Notes may each be called for redemption and payment prior to their respective maturities on and after August 13, 2013, in whole or in part at any time. Notes called for redemption and payment shall be redeemed at a price of 100% of the principal amount thereof, plus accrued interest to the date established for redemption and payment.

If less than all of the outstanding Notes of a series are called for redemption on a specified date, the method of selection of the Notes to be called shall be designated by the City in such equitable manner as it may determine. In the case of Notes registered in denominations greater than $5,000, the City shall treat each $5,000 of face value as though it were a separate Note in the denomination of $5,000.

Written notice of any call for redemption and payment of the Notes shall be given by the Paying Agent by United States first-class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Notes called for redemption and payment as shown by the Registration Books maintained by the Note Registrar.

Payment of Principal and Interest on Notes; Ownership Registration

One certificate representing the entire principal amount of each series of Notes will be issued to The Depository Trust Company, New York, New York (hereafter called "DTC"), registered in the name of Cede & Co. (DTC's partnership nominee,) and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Notes in the hereinbefore stated permitted denominations, with transfers of

* Subject to change.

ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Notes will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Notes. DTC's practice is to credit Direct Participants' accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Notes.

Paying Agent and Note Registrar

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Note Registrar for the Notes (hereinafter called the "Paying Agent"). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Notes shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered note certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Notes.

Conditions of Bidding

General Bid Conditions. Individual proposals for the purchase of each series of Bonds and/or the Notes shall be received bearing such rate or rates of interest as may be specified by the bidder, subject to the conditions of this paragraph. No bid for less than par value, plus accrued interest thereon from the Dated Date to the date of delivery, shall be considered, and no supplemental interest payments shall be authorized. Each bid must state (i) the total interest cost to the City during the life of the applicable series of Bonds or the Notes on the basis of the bid, (ii) the premium, if any, offered by the bidder, (iii) the net interest cost to the City on the basis of the bid, and (iv), for each series of Bonds, the true interest cost (as hereinafter defined) on the basis of such bid. Each bid shall be certified by the bidder to be correct, and the Governing Body of the City shall be entitled to rely on such certificate of correctness.

Bond Bid Conditions. The same rate of interest shall apply to all Bonds of the same series having the same maturity date. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. *No interest rate specified for a maturity for a series of Bonds may be less than the interest rate specified for any prior maturity for such series of Bonds unless the interest rate bid for any maturity is not more than 1% lower than the highest interest rate specified for any preceding maturity for such series of Bonds.* The maximum stated rate of interest on any Series 807 Bond and any Series 812 Bond shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer,* in New York, New York, on the Monday next preceding the date of the public sale, plus 6%.

Note Bid Conditions. Only a single rate of interest for each series of Notes may be specified by the bidder. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. The maximum stated rate of interest on the Series 247 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer,* in New York,

New York, on the Monday next preceding the date of the public sale, plus 7%. The maximum stated rate of interest on any Series 254 Notes and any Series 256 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 6%.

Form and Submission of Bid; Good Faith Deposit

Bids must be submitted through the *PARITY*. To the extent any instructions or directions set forth in *PARITY* conflict with the Official Notice of Sale, the terms of the Official Notice of Sale shall control. All bids must be received by the undersigned by 10:00 a.m. (the "Submittal Hour") on January 15, 2013 (the "Sale Date"), and the applicable good faith deposit that applies to such bid must be received by the City in the manner and by the time described below. The City shall not be responsible for any failure, misdirection or error in the means of transmission via *PARITY*. Bids submitted in accordance with this section and accepted by the City as provided below shall be binding obligations of the bidders. For further information about the electronic bidding services of *PARITY*, potential bidders may contact Ipreo, 1359 Broadway, 2nd Floor, New York, NY 10010, (212) 849-5021.

Good Faith Deposit

Each bid for the Bonds shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Bonds for which the bid is submitted ($196,000 for the Series 807 Bonds and $72,900 for the Series 812 Bonds), and each bid for the Notes shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Notes for which the bid is submitted ($88,700 for the Series 247 Notes, $1,264,600 for the Series 254 Notes and $301,300 for the Series 256 Notes). The good faith deposit must be in the form of (1) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City, (2) a Financial Surety Bond (as described below) payable to the order of the City or (3) a wire of Federal Reserve funds (as described below), immediately available for use by the City. If a bid is accepted, such good faith deposit shall be deposited by the City until the bidder shall have complied with all of the terms and conditions of this Notice and of its bid. In the event a bidder whose bid is accepted shall default in the performance of any of the terms and conditions of this Notice or of its bid, said bidder's good faith deposit shall be retained by the City for liquidated damages. If a bid is accepted, but the City shall fail to deliver the applicable Bonds or Notes to the bidder in accordance with the terms and conditions hereof, said good faith deposit amount shall be returned to the bidder. No interest shall be paid upon the successful bidder's good faith deposit. Checks representing the good faith deposit accompanying the bids of the unsuccessful bidders shall be promptly returned.

Certified or Cashier's Check Received By 9:30 a.m. If a certified or cashier's check is used for the good faith deposit, it must be received by the City by 9:30 a.m. on the Sale Date by delivery to Ms. Catherine Gilley, Debt Coordinator, Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679.

Financial Surety Bond Received By 9:30 a.m. If a Financial Surety Bond is used for the good faith deposit, e-mailed (cgilley@wichita.gov) notification of the surety bond must be received by Ms. Catherine Gilley, Debt Coordinator by the insurance company

issuing the surety bond by 9:30 a.m. on the Sale Date. If a Financial Surety Bond is used for the good faith deposit, it must be from an insurance company licensed to issue such surety bond in the State of Kansas. Such surety bond must be submitted to the Director of Finance prior to the time that bids for the purchase of the applicable series of Bonds or the Notes will be received. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If a series of Bonds or the Notes is awarded to a bidder using a Financial Surety Bond, then that bidder is required to submit its good faith deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by the Director of Finance not later than 2:00 p.m. on the next business day following the award of the applicable series of Bonds or the Notes. If such check or wire transfer is not received by that time, the Financial Surety Bond will be drawn by the City to satisfy the good faith deposit requirement.

Wire Transfer Received By 9:30 a.m. If a wire transfer of the good faith deposit is used, the wire transfer shall reference the applicable series of Bonds or the Notes and shall be sent to the City for receipt by 9:30 a.m. on the Sale Date. Wire transfer instructions may be obtained by contacting:

Catherine Gilley
Debt Coordinator
455 North Main – 12th Floor
Wichita, Kansas 67202
316/268-4143
cgilley@wichita.gov

or

Shawn Henning
City Treasurer
455 North Main – 12th Floor
Wichita, Kansas 67202
316/268-4444
shenning@wichita.gov

If a wire transfer of the good faith deposit is used, the wire transfer identification information shall reference the applicable series of Bonds or the Notes by including the following information which shall be completed by the bidder with the applicable series designation

Ref: City of Wichita, Kansas Good Faith Deposit, Series _____
[fill in appropriate Series designation]

Contemporaneously with such wire transfer, each bidder shall send an e-mail to cgilley@wichita.gov and shenning@wichita.gov including the following information: (i) indication that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the issue to which it applies; (v) the return wire instructions if such bidder is not awarded the applicable series of Bonds or the

Notes to which the wire transfer applies, (vi) the name of the bidder for which the wire transfer is to be credited as a good faith deposit, and (vii) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the e-mail will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Awarding of Bonds and Notes

Bonds. Each series of Bonds will be sold separately and each will be awarded to the responsible bidder offering to pay not less than the par amount of applicable series of Bonds and accrued interest thereon and specifying a rate or rates of interest that result in the lowest effective interest rate to the City. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") basis by discounting the scheduled semiannual debt service payments of the City on the applicable series of Bonds (based on such rate or rates of interest so bid), to the Dated Date of such Bonds (based on a 360-day year), compounded semiannually and to the bid price, excluding accrued interest to the date of delivery. The City reserves the right to verify each bidder's calculation of TIC, and the award shall be made to the bidder whose proposal results in the lowest TIC calculated in accordance with the provisions of this Notice. If two or more identical bids for the lowest TIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the right to reject any and/or all bids, and to waive any irregularities in any bid submitted.

Notes. Each series of Notes will be sold separately and each will be awarded to the responsible bidder offering to pay not less than the par amount of applicable series of and accrued interest thereon and specifying a rate or rates of interest that result in the lowest net interest cost to the City, which will be determined by subtracting the amount of the premium bid, if any, from the total interest cost to the City (the "NIC"). If there is any discrepancy between the NIC and any average annual net interest rate specified, the specified NIC shall govern and the interest rates specified in the bid shall be adjusted accordingly. The City reserves the right to verify each bidder's calculation of NIC, and the award shall be made to the bidder whose proposal results in the lowest NIC calculated in accordance with the provisions of this Notice. If two or more identical bids for the lowest NIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the right to reject any and/or all bids, and to waive any irregularities in any bid submitted.

Ratings

The City's outstanding general obligation bonds are rated "Aa1" by Moody's Investors Service, Inc. ("Moody's") and "AA+" by Standard & Poor's, a division of the McGraw-Hill Companies ("S&P"). The City's general obligation notes are rated *"MIG 1"* by Moody's and "SP-1+" by S&P. The City has applied to both Moody's and S&P for ratings on the Bonds and Notes described herein. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from S&P at 55 Water Street, New York, New York 10041 and Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. Generally, a rating agency

bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by a rating agency if in its judgment circumstances so warrant. Any downward revision or withdrawal of any such ratings may have an adverse effect on the market price of the Bonds and Notes.

Bond Insurance

The City has not applied for any policy of municipal bond insurance with respect to the Bonds or Notes and will not pay the premium in connection with any policy of municipal bond insurance desired by the successful bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of the Bonds or Notes, such intent must be specified on the bid and the bid must be accompanied by a commitment from the selected insurer specifying all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. Such commitment shall be delivered to the office of the Department of Finance, located on the Twelfth Floor of City Hall, 455 North Main, Wichita, Kansas 67202-1679. The Governing Body specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest true interest cost to the City.

CUSIP Identification Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds and Notes, and such numbers shall be printed on the Bonds and Notes; however, neither the failure to assign any such number to or print any such number on any Bond or Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the successful bidder to accept delivery of and to make payment for the Bonds or Notes in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery of and Payment for Bonds

A single Bond per maturity, duly printed or typewritten, executed and registered in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder of each series of Bonds on or about February 14, 2013, by deposit of such Bonds with DTC. Payment for each series of Bonds shall be received by 12:00 noon on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Bonds, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of such series of Bonds affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Delivery of and Payment for Notes

A single Note, duly printed or typewritten, executed, registered and countersigned in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder(s) of each series of Notes on or about February 14, 2013, by deposit of such Notes with DTC. Payment for each series of Notes shall be received by 12:00 noon on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Notes, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of the Notes affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Official Statement

The Governing Body of the City has authorized and directed the preparation of a Preliminary Official Statement in connection with the issuance of the Bonds and Notes, copies of which may be obtained from the City's Department of Finance. The Preliminary Official Statement is in a form "deemed final" by the Governing Body for the purpose of the Securities Exchange Commission's Rule l5c2-12(b)(1), but is subject to revision, amendment and completion in the final Official Statement. Authorization is hereby given to redistribute this Official Notice of Sale and the Preliminary Official Statement, but this entire Official Notice of Sale and the entire Preliminary Official Statement, and not portions thereof, must be redistributed.

By awarding the Bonds or Notes to any bidder or bidding syndicate submitting a proposal therefor, the Governing Body agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which such Bonds or Notes are awarded, a reasonable number of copies of the final Official Statement. The City designates the senior managing underwriter of any syndicate to which such Bonds or Notes are awarded as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder delivering a proposal with respect to the Bonds or Notes agrees thereby that if such proposal is accepted (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all participating underwriters of the applicable series of Bonds or the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Copies of the final Official Statement in excess of a reasonable number may be ordered by the successful bidder at its expense.

Continuing Disclosure

The City will agree in the resolutions of the City prescribing the terms of the Bonds and Notes to enter into an undertaking (the "Undertaking") for the benefit of the holders of the applicable series of Bonds and Notes to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable

entity as required or permitted under Securities and Exchange Commission Rule 15c2-12 (the "Rule"), certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule.

Authority, Purpose and Security

The Bonds and Notes shall be issued under the authority of and pursuant to the provisions of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically, with reference to the Notes, K.S.A. 10-123, as amended and supplemented. The Bonds and Notes shall be authorized by ordinances and accompanying resolutions to be adopted and passed, respectively, by the Governing Body on the Sale Date. The Bonds and Notes and the interest thereon shall constitute general obligations of the City, and the full faith, credit and resources of the City will be pledged by the aforesaid ordinances to the payment thereof. Reference is made to the City's Official Statement for a more extensive discussion of security for the Bonds and Notes.

Legal Opinion

All matters relating to the authorization and issuance of the Bonds and the Notes are subject to the approving opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel. Bond Counsel's opinion shall be furnished without expense to the successful bidder(s) concurrently with delivery of the Bonds and the Notes. All fees and expenses of Bond Counsel shall be paid by the City. Reference is made to the Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds and Notes and for the form of opinions of Bond Counsel.

Not Bank-Qualified

The Bonds and Notes will not be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Original Purchaser's Certificate

The successful bidder for each series of Bonds and Notes will be required to complete, execute and deliver to the City, prior to the delivery of the applicable series of Bonds or Notes, a certificate regarding the "issue price" of such Bonds or Notes (as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code")). The certificate shall state that, as of January 15, 2013 (the "Sale Date"), the bidder reasonably expected to offer all of the Bonds or Notes of such series to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the prices set forth in such certificate (excluding accrued interest and expressed as dollar prices) and that all of such series of Bonds or Notes have actually been offered to the general public at such prices. Such certificate, however, may indicate that the successful bidder will not reoffer such Bonds or Notes for sale. The form of such certificate may be obtained from Bond Counsel prior to the Sale Date.

Assessed Valuation; Bonded Indebtedness

The City's equalized assessed tangible valuation for computation of bonded debt limitations is $3,533,597,333. The total outstanding general obligation bonded indebtedness of the City as of February 1, 2013, including the Bonds and Notes is $875,456,695. The City's Series 245 Notes (outstanding in the principal amount of $6,105,000), and the Series 252 Notes (outstanding in the principal amount of $55,140,000) will be retired on February 14, 2013, from a portion of the proceeds of the Bonds, the Notes and other available funds of the City.

Additional Information

Additional information regarding the Bonds and Notes may be obtained from the Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679 (Ms. Catherine Gilley, Debt Coordinator, Telephone 316/268-4143, E-mail: cgilley@wichita.gov). To obtain a Preliminary Official Statement visit www.onlinemunis.com.

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BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON DECEMBER 18, 2012.

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk
Karen Sublett, City Clerk

4851-9571-7138.4

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Organized Crime Drug Enforcement Task Force (OCDETF)

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve continued participation in the Organized Crime Drug Enforcement Task Forces (OCDETF).

Background: The Wichita Police Department, through the Drug Enforcement Administration's Task Force, has participated in the Organized Crime Drug Enforcement Task Force (OCDETF) for approximately a decade. The OCDETF Program works in partnership with state and local law enforcement agencies. For each specific investigation, a separate agreement must be executed between OCDETF and the participating law enforcement agency.

Analysis: OCDETF funding expands the resources available to the Wichita Police Department and increases its ability to investigate drug crimes and narcotic trafficking in this region. Funds awarded by OCDETF are allocated on a case by case basis, after a review of the substance and needs of each particular investigation. Agreements are approved for each federal fiscal year (beginning October 1).

Financial Considerations: OCDETF provides reimbursement for overtime costs while assisting on OCDETF investigations, up to $50,000 per case per year. There is no local match requirement. Annual reimbursements vary depending on cases assigned. Approval of budget authority up to $150,000 annually is requested.

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

Recommendations/Actions: It is recommended that the City Council approve continued annual participation in the OCDETF program and the established annual OCDETF budgets.

Attachments: None.

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Reconstruction of Old Sanitary Sewers (S-4) (All Districts)
Water Distribution Mains Replacement (W-67) (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the projects.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council contains annual projects for replacing or rehabilitating failing water and sewer infrastructure.

Analysis: The Reconstruction of Old Sanitary Sewers Program helps to eliminate stoppages and backups, as well as decrease inflow and infiltration into the system. The Water Distribution Mains Replacement Program decreases the number of water main breaks, brings undersized mains to current standards and improves fire protection. Both programs reduce maintenance costs and improve customer service, and are also utilized for relocation/reconstruction of existing facilities in advance of, or as part of, CIP paving projects.

Financial Considerations: The approved 2011-2012 CIP contains the following projects for 2013:

$4,320,000 for Reconstruction of Old Sanitary Sewers
$ 594,000 for Water Distribution Mains Replacement

The projects will be funded from future revenue bonds and/or sewer utility and water utility cash reserves.

Legal Considerations: The resolutions have been approved as to form by the Law Department.

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

Attachments: Resolutions and Notices of Intent.

OCA: _xxxxxx___

(Published in the Wichita Eagle, on December 21, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $594,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-266, duly adopted December 18, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Distribution Main Replacement Program (W-67) (called the "Project"). The total costs of the Project are estimated to be five hundred ninety four thousand dollars ($594,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $594,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on December 18, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on December 21, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $4,320,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-267, duly adopted December 18, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Reconstruction of old Sanitary Sewers (S-4) (called the "Project"). The total costs of the Project are estimated to be four million three hundred twenty thousand dollars ($4,320,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $4,320,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented, including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on December 18, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 12-266

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $594,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. Pursuant to the laws of the State of Kansas, including K.S.A. 10-1201, *et. seq*,, as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Distribution Main Replacement Program (W-67) (the "Project"). The total costs of the Project are estimated to be five hundred ninety four thousand dollars ($594,000) in 2013 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed five hundred ninety four thousand dollars ($594,000) in 2013, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the

Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on December 18, 2012.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-267

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $4,320,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. Pursuant to the laws of the State of Kansas, including K.S.A. 10-1201, *et. seq*,, as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Reconstruction of Old Sanitary Sewers (S-4) (the "Project"). The total costs of the Project are estimated to be four million three hundred twenty thousand dollars ($4,320,000) in 2013 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed four million three hundred twenty thousand dollars ($4,320,000) in 2013, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the

Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on December 18, 2012.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve resolutions authorizing filing of grant applications and pledging sufficient matching funds.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible federal funds for the support of Q-line services for Fiscal Year 2013. The CMAQ grant is for the Q-line program. The grant has been proposed to support and expand existing Q-line services. Transit staff will work with downtown stakeholders to determine specific service characteristics. The grant is for $100,000 ($80,000 fed portion and $20,000 local portion). Transit staff held a public hearing on December 14, 2012, with no adverse comments. Congestion Mitigation and Air Quality (CMAQ) funds are Federal Highway Administration (FHWA) funds that are transferred to FTA for use for transit services. The funds are 80% federal funds and 20% local matching funds. A second resolution for each grant is required by KDOT to pledge sufficient matching funds.

Analysis: The proposed resolutions authorize the filing of applications for the following funding:

- Federal Portion - $80,000
- Local Portion - $20,000
- Total - $100,000

The Transportation Policy Body, which develops and approves transportation plans for the Wichita Area Metropolitan Planning Organization, awarded the $80,000 federal portion to Wichita Transit for the CMAQ grant on September 11, 2012.

Financial Consideration: The federal share is $80,000 and the local match is $20,000 and will be funded by the Transit Fund.

Goal Impact: Funding from this grant will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the resolutions authorizing filing of grant as to form.

Recommendation/Actions: Staff recommends the City Council approve the resolutions and authorize the necessary signatures.

Attachments:
1. WT Resolution Authorizing 2013 CMAQ Q-2
2. KDOT 1312 Form Resolution for 2013 CMAQ Q-2

RESOLUTION NO. 12-268

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C., AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2013 CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROJECT

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to CMAQ – Congestion Mitigation and Air Quality: Expanded Q-line 2 services.

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

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C., United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C.

2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.

3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Recipient of CMAQ assistance under the provisions of 49 U.S.C., certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on December 18, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Arterial Sidewalk and Wheelchair Ramp Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the project.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes an ongoing project to install wheelchair ramps and sidewalks on arterial streets.

Analysis: The Department of Public Works and Utilities receives requests for sidewalks throughout the year. Staff reviews each request to be sure right of way is sufficient to construct sidewalks. Recent requests and possible locations, not already included within an arterial CIP project, are listed below:

13th Street North, Harding to Woodlawn
Arkansas, 37th Street North to 45th Street North
15th Street North, McLean to Meridian
Mt. Vernon, Roosevelt to Crestway
Woodlawn, Calvin to Mt. Vernon
Wassall, Hydraulic to Washington
2nd Street North, Gleneagles to Ridge
33rd Street North, Arkansas to Broadway
Oliver, Railroad tracks north to 37th Street North
Arkansas, 23rd Street North to 24th Street North
900 North Waco
21st Street North, Red Brush to Webb
Rock Road, 1000 feet north of Pawnee to Pawnee
2nd Street North, Woodchuck to Evergreen
Ridge, 29th Street North to 37th Street North

Staff has met with Unified School District (USD) 259 staff to discuss impacts of the new school boundaries and busing/transportation changes. Some of the above locations are the result of those meetings. Staff will continue to work with USD 259 and continue to observe possible routes students may take to get to school and address those locations as necessary.

Financial Considerations: The programmed CIP budget for 2013 is $450,000. The funding source is General Obligation bonds.

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

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

Attachments: Map, CIP sheet, and ordinance.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	12/11/2012	S 2013 Sidewalk and Wheelchair Ramp Program

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk	$450,000			$450,000
Water				
Freeway				
Totals	$450,000			$450,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-85074

13. Recommendation: Approve the budget and ordinance.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle January 11, 2013

ORDINANCE NO. 49-424

AN ORDINANCE DECLARING **13TH STREET NORTH, BETWEEN HARDING AND WOODLAWN; OLIVER, RAILROAD TRACKS NORTH TO 37TH STREET NORTH; ARKANSAS, BETWEEN 37TH STREET NORTH AND 45TH STREET NORTH; ARKANSAS, BETWEEN 23RD STREET NORTH AND 24TH STREET NORTH; 15TH STREET NORTH, BETWEEN MCLEAN AND MERIDIAN; 900 NORTH WACO; MT. VERNON, BETWEEN ROOSEVELT AND CRESTWAY; 21ST STREET NORTH, BETWEEN RED BRUSH AND WEBB; WOODLAWN, BETWEEN CALVIN AND MT. VERNON; ROCK ROAD, 1000 FEET NORTH OF PAWNEE TO PAWNEE; WASSALL, BETWEEN HYDRAULIC AND WASHINGTON; 2ND STREET NORTH, BETWEEN WOODCHUCK AND EVERGREEN; 2ND STREET NORTH, BETWEEN GLENEAGLES AND RIDGE; RIDGE, BETWEEN 29TH STREET NORTH AND 37TH STREET NORTH; 33RD STREET NORTH, BETWEEN ARKANSAS AND BROADWAY 2011/2012 SIDEWALK AND WHEELCHAIR RAMP PROGRAM (472-85074)** TO BE MAIN TRAFFICWAYS WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAYS; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **13th Street North, between Harding and Woodlawn; Oliver,**

Railroad Tracks North to 37th Street North; Arkansas, between 37th Street North and 45th Street North; Arkansas, between 23rd Street North and 24th Street North; 15th Street North, between Mclean and Meridian; 900 North Waco; Mt. Vernon, between Roosevelt and Crestway; 21st Street North, between Red Brush and Webb; Woodlawn, between Calvin and Mt. Vernon; Rock Road, 1000 Feet North of Pawnee to Pawnee; Wassall, between Hydraulic and Washington; 2nd Street North, between Woodchuck and Evergreen; 2nd Street North, between Gleneagles and Ridge; Ridge, between 29th Street North and 37th Street North; 33rd Street North, between Arkansas and Broadway 2011/2012 Sidewalk and Wheelchair Ramp Program (472-85074) in the City of Wichita, Kansas are hereby designated and established as main trafficways, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **13th Street North, between Harding and Woodlawn; Oliver, Railroad Tracks North to 37th Street North; Arkansas, between 37th Street North and 45th Street North; Arkansas, between 23rd Street North and 24th Street North; 15th Street North, between Mclean and Meridian; 900 North Waco; Mt. Vernon, between Roosevelt and Crestway; 21st Street North, between Red Brush and Webb; Woodlawn, between Calvin and Mt. Vernon; Rock Road, 1000 Feet North of Pawnee to Pawnee; Wassall, between Hydraulic and Washington; 2nd Street North, between Woodchuck and Evergreen; 2nd Street North, between Gleneagles and Ridge; Ridge, between 29th Street North and 37th Street North; 33rd Street North, between Arkansas and Broadway 2011/2012 Sidewalk and Wheelchair Ramp Program (472-85074)** as main trafficways in the following particulars:

The design and construction of sidewalk and wheelchair ramps listed on attached as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Four Hundred Fifty Thousand Dollars ($450,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the Office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January, 2013.

_____

CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: 2013 Arterial Street Rehabilitation Program (Districts I, II, and III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project.

Background: The Capital Improvement Program (CIP) adopted by the City Council includes ongoing funding to rehabilitate major streets. This General Obligation Bond funding is separate from the Contract Maintenance Program that is funded by the Public Works operating budget, and is supplemented by funding from the Kansas Department of Transportation (KDOT) specifically for rehabilitation of connecting link state highways. Harry Street, between Washington and Grove, and Kellogg, between Webb and Greenwich, have been selected for this program as they are two of the most severely deteriorated arterial streets in town and are, at best, difficult to maintain.

Analysis: The Harry Street rehabilitation will consist of the removal and replacement of deteriorated concrete slabs as necessary. Kellogg was selected because it is a connecting link state highway and is in need of an asphalt mill and overlay.

Financial Considerations: The project budget for Kellogg is $400,000 and the project budget for Harry Street is $300,000, for a total project budget of $700,000. The proposed funding for this $700,000 is $500,000 in General Obligation Bonds and $200,000 awarded by the KDOT, all included in the adopted CIP.

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

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

Attachments: CIP sheet, and ordinance.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilites	Eng & Arch	11/29/2012	S 2013 Street Rehabilitation Program

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-		2012	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk	$500,000		$200,000	$700,000
Water				
Other				
Totals	$500,000		$200,000	$700,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-85075

13. Recommendation: Approve the project and ordinance.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle January 11, 2013

ORDINANCE NO. 49-423

AN ORDINANCE DECLARING **HARRY STREET BETWEEN WASHINGTON AND GROVE AND KELLOGG, BETWEEN WEBB AND GREENWICH (472-85075)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **Harry Street between Washington and Grove and Kellogg, between Webb and Greenwich (472-85075)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Harry Street between Washington and Grove and Kellogg, between Webb and Greenwich (472-85075)** as a main trafficway in the following particulars:

The design and construction of a roadway as necessary for a major traffic facility.

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Seven Hundred Thousand Dollars ($700,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal Grants, administered by the Kansas Department of Transportation, the City of Wichita, Kansas is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $700,000, exclusive of the cost of interest on borrowed money.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita, Kansas and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

CITY OF WICHITA
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Disclaimer of Interest to Property Located Between McCormick and Walker, West of McLean (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the disclaimer.

Background: In 1992, the City acquired the Union Pacific Railroad's rights to rail corridors running from Seneca along McLean to Walker via quit claim deed. A portion of this corridor lies adjacent to land owned by Unified School District 259 (USD 259). The land owned by USD 259 is currently utilized for athletic fields. USD 259 has plans to renovate the fields and wishes to incorporate the west portion of the rail corridor into the parcel.

Analysis: The railroad ownership was a permanent easement for rail purposes. As such, it would have expired upon the cessation of rail use and the removal of rail related improvements. Upon cessation, the land would revert to the owner of the underlying land. In this situation, the underlying owner is USD 259. While they are the underlying landowner, the land record still shows the quit claim deed to the City for the railroad's interest. The disclaimer will eliminate this cloud on USD 259's title.

Financial Considerations: There is no cost associated with this action.

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

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

Attachments: Disclaimer and aerial.

DISCLAIMER

The City of Wichita, Sedgwick County, Kansas, a municipal corporation existing and operating under the laws of the State of Kansas, does hereby disclaim and release any and all right, title or interest which it may have in and to the property described in Exhibit A hereto, whether said interest arises from the instrument filed with the Sedgwick County Register of Deeds on April 1, 1997, at Film 1684, Page 783, or by any other recorded or unrecorded document.

Executed this _____ day of _____, 2012.

THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

By _____
CARL BREWER, Mayor

ATTEST:

By _____
KAREN SUBLETT, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the _____ day of _____, 2012, by CARL BREWER, Mayor, on behalf of the City of Wichita, Sedgwick County, Kansas.

_____
Notary Public
My Appt. Expires: _____

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the _____ day of _____, 2012, by KAREN SUBLETT, City Clerk, on behalf of the City of Wichita, Sedgwick County, Kansas.

_____
Notary Public
My Appt. Expires: _____

Approved as to Form:

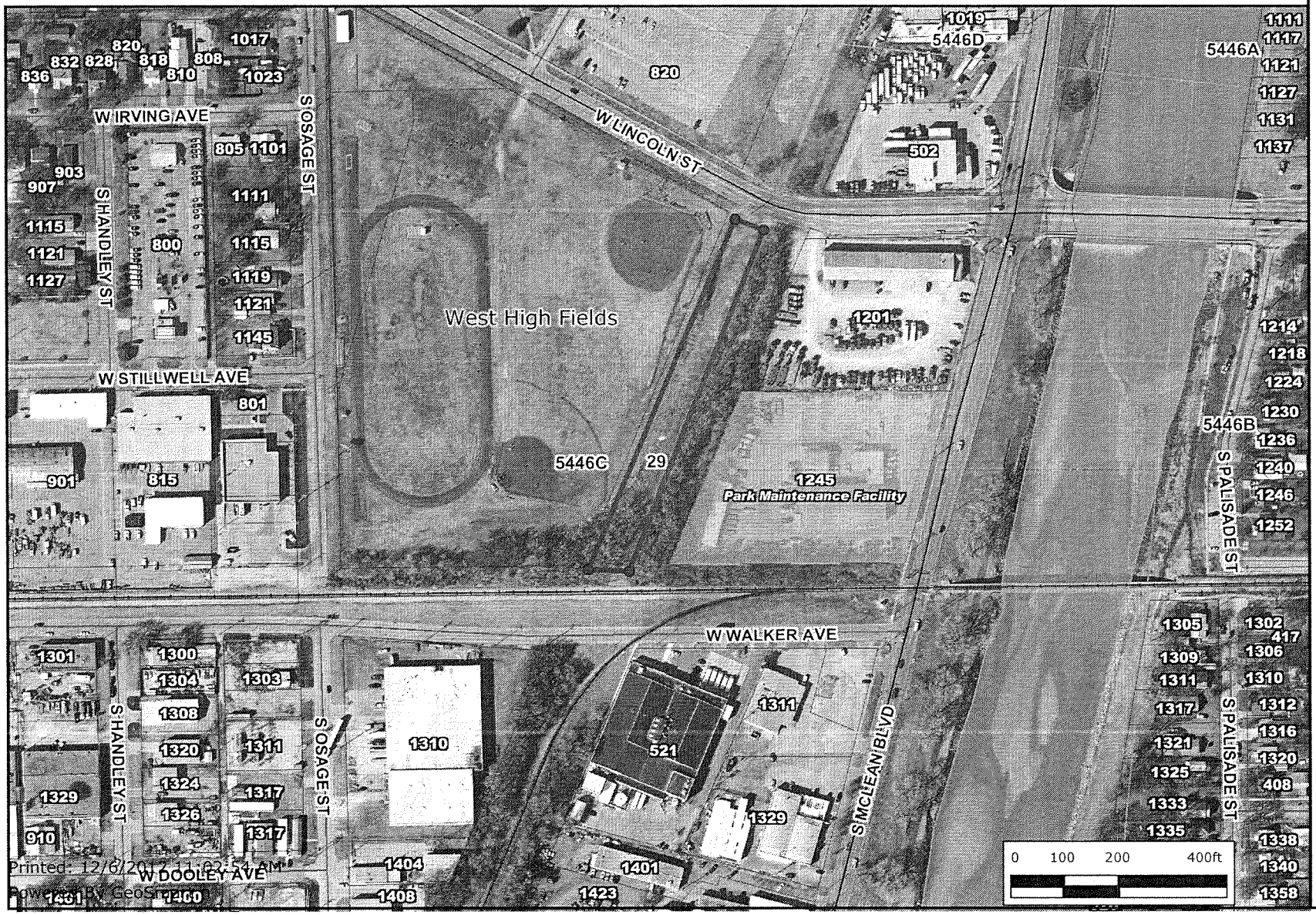
_____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

The westerly half of the abandoned Midland Valley Railroad right-of-way that adjoins the below described parcel on the east:

All of that part of the Southwest Quarter of Section 29, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, bounded on the North by Lincoln Street, on the West by Osage Avenue, on the South by the right-of-way of the Kansas City, Mexico and Orient Railroad also known as the Atchison, Topeka and Santa Fe Railroad, and on the East by the right-of-way of the Midland Valley Railroad; EXCEPT that part of Lots 78 and 80, on McCormick Avenue, in Glendale Addition, an addition to the City of Wichita, Kansas, Sedgwick County, Kansas, lying south of Lincoln Street; AND EXCEPT the alley lying south of and adjacent to Lots 78, 80, 82 and 84, on McCormick Avenue, in Glendale Addition, an addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

Rail Corridor to be Disclaimed



Property Parcels

Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Township and Range

Section

Quarter Section

Waterways

Streams

Parks

Airports

SDERASTER.S-DEDATA.ORTH-01FT

SDERASTER.S-DEDATA.ORTH-O

City Limits
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
Landside Equipment Storage Facility
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amended Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

Resolution No. 09-214 was adopted on July 14, 2009, finding the existence of a public necessity for the renovations of the Water Works building at 2100 Airport Road for use as a landside equipment storage facility at an estimated cost of $450,000.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to approve the contract for design-build services and increase a capital budget related to a Landside Equipment Storage Facility at a different location. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

Financial Considerations: The budget requested is $825,000, which represents the maximum cost that will be financed with General Obligation bonds/notes. If debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

Recommendation/Action: It is recommended that the City Council adopt the Amended Resolution and authorize the necessary signatures.

Attachments: Amended Resolution.

OCA = 501837; UC1 = 1011

(Published in the Wichita Eagle on _____,_____.)

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 09-214, DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. l3-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands; and,

WHEREAS, Resolution No. 09-214 of the City of Wichita, Kansas, adopted on July 14, 2009 and published on July 17 and July 24, 2009, found the existence of public necessity for the renovations of Water Works building at 2100 Airport Road for use as a landside equipment storage facility, and approved the payment and financing of the same, at an estimated cost of $450,000, exclusive of the cost in interest on borrowed money; and,

WHEREAS, it has now become necessary to amend Resolution No. 09-214 to reflect the change in location for the Project approved therein and increase the cost.

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

SECTION 1. That Section 1 of Resolution No. 09-214 is hereby amended to read as follows:

> "SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements (including related studies), specifically, **Landside Equipment Storage Facility** to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project")."

SECTION 2. That Section 2 of Resolution No. 09-214 is hereby amended to read as follows:

> "SECTION 2. That the cost of the above described Project is estimated to be Eight Hundred and Twenty Five Thousand Dollars ($825,000), exclusive of the cost of

interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. l3-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed $825,000."

SECTION 3. That the original versions of Sections 1 and 2 of Resolution No. 09-214, as the same previously existed, are hereby repealed and replaced with the amended versions set forth herein.

SECTION 4. 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.

ADOPTED at Wichita, Kansas, _____,_____.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: City of Wichita Employees' Deferred Compensation Plan Amendment to Great-West Agreement for Recordkeeping And Communication Services

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Amendment.

Background: In 1991, the City of Wichita hired Great-West to administer the deferred compensation plan. Following a Request for Proposal process in 1996, 2001, and 2007, Great-West was hired for three consecutive five-year periods. The current contract expires on January 31, 2013.

Analysis: The Deferred Compensation Board has issued a Request for Proposal (RFP) to hire a consultant to prepare an RFP for the deferred compensation plan recordkeeper, assist the Board in the evaluation of proposal responses, oversee the finalist interviews, and assist in the transition to a new provider, if necessary. A three-month contract extension with two options to extend the Agreement with Great-West is required to provide sufficient time to complete the RFP process, select a provider and negotiate a new contract.

Financial Considerations: All costs associated with the administration of the program are borne by the participants of the program.

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

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

Attachments: Amendment No. 3 to Great-West Agreement for Recordkeeping and Communication Services §457 Deferred Compensation Plan.

Great-West Retirement Services®

AMENDMENT NO. 3
TO
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES
§457 Plan
Group No. 98330-01

THIS AMENDMENT NO. 3 is entered into by and between Great-West Life & Annuity Insurance Company ("Great-West"), and/or any successor, assign or affiliate, and the City of Wichita, Kansas ("Employer") with respect to the services to be provided by Great-West Retirement Services®, a unit of Great-West, to the City of Wichita Employees Deferred Compensation Trust (the "Plan").

Effective April 8, 2008, Great-West and Employer entered into the Agreement for Recordkeeping and Communication Services ("Agreement"), under which Great-West provides certain recordkeeping and communication services for the Employer with respect to the Plan; and

Effective September 21, 2010, Great-West and Employer entered into Amendment No. 1 to the Agreement; and

Effective March 20, 2012, Great-West and Employer entered into Amendment No. 2 to the Agreement to administer Unforeseeable Emergency Requests.

Great-West and the Employer have agreed that it would be beneficial to amend the Agreement for a new Agreement term.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, and other good and valuable consideration as herein provided, the parties agree to amend the Agreement as follows:

1. The following shall be added to the end of Subsection A of Section 4 Term and Termination of the Agreement.

   "In addition, Employer and Great-West hereby agree to extend the Agreement to April 30, 2013 and Employer shall have the option to extend the Agreement for two (2) successive ninety (90) day periods with thirty (30) days written notice to Great-West prior to the expiration of each respective period."

2. In all other respects the Agreement shall remain in full force and effect.

3. This Amendment No. 3 will take effect upon the date executed by both the Employer and Great-West (the "Effective Date").

IN WITNESS WHEREOF, the parties by signing this Amendment No. 3, in duplicate, certify that they have read and understood it, that they agree to be bound by the terms of the Amendment No. 3 and that they have the authority to sign it. This Amendment No. 3 is not binding on either party until approved by both parties.

For: City of Wichita, Kansas

Signature: _____ Date _____

Name: _____

Title: _____

For: Great-West Life & Annuity Insurance Company

Signature: _____ Date _____

Name: Brent Neese

Title: Vice President, Government Markets

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for November, 2012

DATE: December 6, 2012

The following claims were approved by the Law Department during the month of November 2012.

Andrews, Traci	$ 1,298.14
Black Hills Energy	$ 678.20
Eberley, Chad	$ 404.79**
Eller, Ronny	$ 745.74
Fouch, Gary	$ 650.00
Great West Casualty	$ 8,159.18*
Jones, Perry	$ 550.00**
Rodriguez, Jose	$ 500.00
The County Place HOA	$ 724.98
Watts, Eldon	$ 2,580.65

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

REVISED 12/17/2012 **Agenda Item No. II-29**

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council Members

SUBJECT: Year-End Budget Adjustments

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget adjustments.

Background: Final expenditures will be posted soon to the 2012 budgets. Budget adjustments are needed to accomplish fiscal year-end closing. Adjustments exceeding $25,000 require City Council approval in accordance with the City's Administrative Regulations.

Analysis: In closing out the year 2012, some line items are projected to be over budget. These will require budget adjustments, generally offset by lower than budgeted expenditures in other areas. The potential expenditure overages are noted at the estimated maximum potential level, to provide the necessary authority to process year-end adjustments and to avoid delays in vendor payments. The actual necessary adjustments are often smaller than estimated, and all funds will remain under-budget through the end of the year.

- Facilities Division: There is an overage in the commodities section of this General Fund division, which is responsible for building maintenance. The overage is due to increased supply and materials purchases for maintaining City Hall, the Library, the Indian Center, and other municipal facilities. The division has substantially under-spent its budget overall, especially through holding vacant numerous positions. Up to $125,000 would be moved from personnel to commodities to maintain compliance with budget policies.

- Fleet Fund: Additional vehicle parts were expensed during the year, while extra fuel costs were incurred due to higher than expected gas costs. However, the fund is under-budget and includes a contingency and inventory account to pay for such items. This budget adjustment would allow up to ~~$1.1million~~ ***$1.3 million*** to be transferred from the contingency, inventory accounts, and savings in personnel line items to cover the extra commodities expenses.

- Stormwater Fund: The City incurred an unbudgeted cost of $105,974 from a vehicle accident earlier in the year. This will cause an overage in the contractual costs of the Stormwater Fund, which is under-budget. There is $100,000 available in the fund's contingency, and staff would move up to that amount to the contractual category to cover the overage created by the vehicle accident.

- Water Fund: On November 6, 2012, the City Council authorized a contract with SAIC to perform a master plan for the water system at a cost of $588,531. In order to pay for this, a budget adjustment is required to move that amount from the $1 million fund contingency to the contractuals category of the Water Administration Division.

— Sewer Fund: The budget includes a series of chargebacks from the Water Fund to the Sewer Fund in order to account for shared costs that are initially expensed to a single fund. A budget adjustment of $464,772 is needed cover the chargebacks. The Sewer Fund contingency of $150,000 would be used and a total of $314,772 would be transferred from the Sewage Treatment Division, which has under-spent its budgets for utilities and chemicals. This adjustment does not allocate any additional moneys beyond what was adopted in the 2012 Revised Budget, nor does it result in the City incurring any new expenses. It simply transfers money within the Sewer Utility's operating fund to pay for the normal chargebacks that are completed each year. This measure ensures compliance with accounting regulations.

Financial Considerations: The budget adjustments move moneys within funds to ensure compliance with City policies. No additional moneys are authorized and all funds under the department will come in under budget.

Legal Considerations: Budget adjustments over $25,000 require approval by the City Council.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustments.

Second Reading Ordinances for December 18, 2012 (first read on December 11, 2012)

A. <u>Public Hearing and Issuance of Industrial Revenue Bonds, American Baptist Estates.</u> (District IV)

ORDINANCE NO. 49-413

An ordinance authorizing the city of Wichita, Kansas, to issue its health care facilities revenue refunding bonds, series ix, 2012 (American Baptist Estates, Inc.), in the aggregate principal amount of not to exceed $2,250,000 for the purpose of providing funds to refund the city's outstanding health care facilities revenue bonds, series i, 2008 (American Baptist Estates, Inc.), and authorizing the execution of certain documents in connection with the issuance of the bonds.

B. **<u>Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet.</u> (Districts IV and V)**

ORDINANCE NO. 49-414

An ordinance authorizing the city of Wichita, Kansas, to issue its taxable industrial revenue bonds in the original aggregate principal amount not to exceed $1,409,479.02 for the purpose of providing funds to finance the installation of improvements to certain existing aviation manufacturing and flight testing facilities as well as to finance the acquisition of certain machinery and equipment for such facilities located in the city of Wichita, Kansas; prescribing the form and authorizing execution of a twenty-second supplemental trust indenture by and between the city and the bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the "trustee"), as trustee with respect to the bonds; prescribing the form and authorizing the execution of a twenty-second supplemental lease by and between Learjet inc. and the City; approving the form of a guaranty agreement; and authorizing the execution of a bond purchase agreement by and between the City and Learjet inc., as purchaser of the bonds.

C. <u>Public Hearing and Issuance of Industrial Revenue Bonds, C & C Development/Atlas Aerospace, LLC dba Product Manufacturing Company.</u> (District IV)

ORDINANCE NO. 49-415

An ordinance authorizing the City of Wichita, Kansas to issue its industrial revenue bonds, Series I, 2012 (C & C Development, LLC) (taxable under federal law), in the aggregate principal amount of $3,125,000 for the purpose of constructing and acquiring a commercial facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

D. <u>Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company.</u> (Districts III and IV)

ORDINANCE NO. 49-416

an ordinance authorizing the city of Wichita, Kansas, to issue its taxable industrial revenue bonds, Series VII, 2012 (Cessna Aircraft Company), in the original aggregate principal amount of not to exceed $13,000,000 for the purpose of purchasing, acquiring, renovating, equipping, constructing and/or installing an industrial and commercial facility; authorizing execution of a twenty second supplemental trust indenture by and between the city and the bank of New York Mellon Trust Company, N.A., St .Louis, Missouri, as trustee with respect to the Series VII, 2012 bonds; authorizing the city to lease said project to Cessna aircraft company; authorizing the execution of a twenty second supplemental lease by and between the city and Cessna Aircraft Company; authorizing the execution of a bond purchase agreement by and between the city and Cessna Aircraft Company, as purchaser of the bonds; authorizing the execution of a fourth supplemental site lease and subordination agreement and a partial release of lease both by and between the city and Cessna Aircraft Company and authorizing execution of a bill of sale, termination and release of twelfth supplemental lease and cancellation, discharge and release of twelfth supplemental trust indenture.

E. <u>Ordinance appropriating the 2013 budget; ratifying the payment of claims against the 2012 budget.</u>

ORDINANCE NO. 49-417

An ordinance appropriating the amounts set up in each fund in the budget; providing for the payment of all claims and charges against the accounts provided for therein; and approving and ratifying the payment of all claims against the accounts.

F. <u>Year-end Salary and Classification Ordinances.</u>

ORDINANCE NO. 49-418

An ordinance providing for a uniform schedule of standard pay ranges for exempt employees of the City of Wichita, repealing Ordinance No. 49-166.

ORDINANCE NO. 49-419

An ordinance establishing position classifications for exempt employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinances No. 48-948.

ORDINANCE NO. 49-420

An ordinance providing for a uniform schedule of standard pay ranges for non-exempt employees of the City of Wichita, repealing Ordinance No. 49-383.

ORDINANCE NO. 49-421

An ordinance establishing position classifications for non-exempt employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 49-246.

G. <u>Nuisance Abatement Assessments.</u>

ORDINANCE NO. 49-422

An ordinance making a special assessment to pay for the cost of cutting weeds in the City of Wichita, Kansas.

Agenda Item No. II-31

City of Wichita
City Council Meeting
December 18, 2012

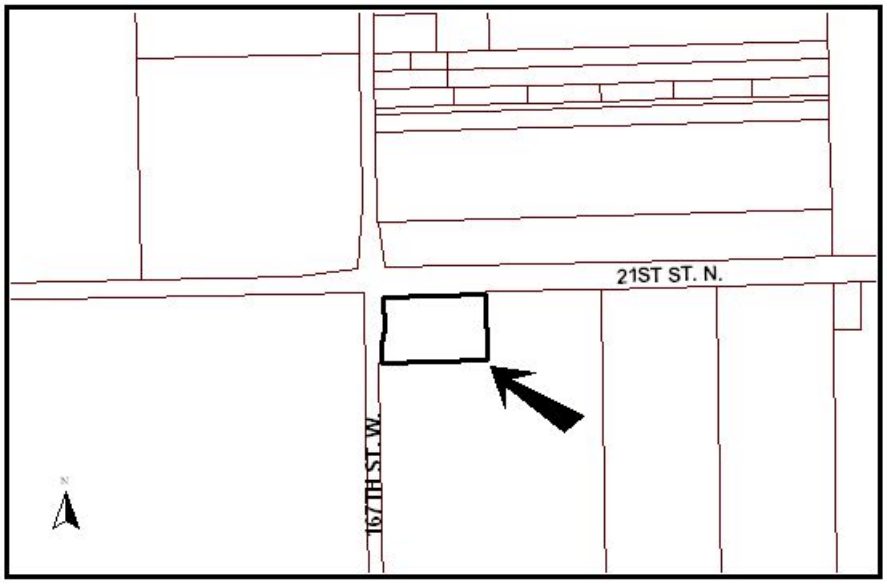
TO: Mayor and City Council

SUBJECT: No Protest Agreement for Future Sewer Extension for Lot Split LSP2012-00023 located on the southeast corner of 167th Street West and 21st Street North.

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Agreement.



Background: This property is located in the County within three miles of Wichita's boundary and is zoned LC Limited Commercial.

A No Protest Agreement for Future Sewer Extension ("Agreement") was required by City of Wichita Public Works and Utilities Department for approval of a Lot Split (LSP2012-00023) for Lot 1, Block 1, Burbank Addition.

Analysis: The lot split will allow for the creation of an additional lot zoned LC Limited Commercial. This Agreement assures the City of Wichita that the property will be included in the improvement district for sanitary sewer extension.

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

Legal Considerations: The Agreement has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the Agreement.

Attachments: No Protest Agreement for Future Sewer Extension.

COPY

NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION

This Agreement made and entered into this 8 day of November, 2012 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Diane R. MacNair-Burbank, Owner, party of the second part (hereinafter "Owner")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, the Owner is the owner of real property legally described as:

Lot 1, Block 1, Burbank Addition

and

WHEREAS, the City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owner's request for a lot split of said real property, without making necessary the submittal of petitions for sanitary sewer to serve said property.

2. Owner, on her own behalf and on behalf of her heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner of her right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

I, Diane R. MacNair-Burbank, owner of Lot 1, Block 1, Burbank Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lot 1, Block 1, Burbank Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 8 day of November, 2012.

Diane R. MacNair-Burbank

Diane R. MacNair-Burbank, Owner

CITY OF WICHITA

By:_____ ATTEST: _____

Carl Brewer, Mayor Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 8 day of November, 2012, before me, a Notary Public, in and for the County and State aforesaid, came Diane R. MacNair-Burbank, owner, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

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

Suzanne Chapman
Notary Public

My Commission Expires: 12/5/14

SEAL

SUZANNE CHAPMAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 12/5/14

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 20 __, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:_____

SEAL

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 18, 2012

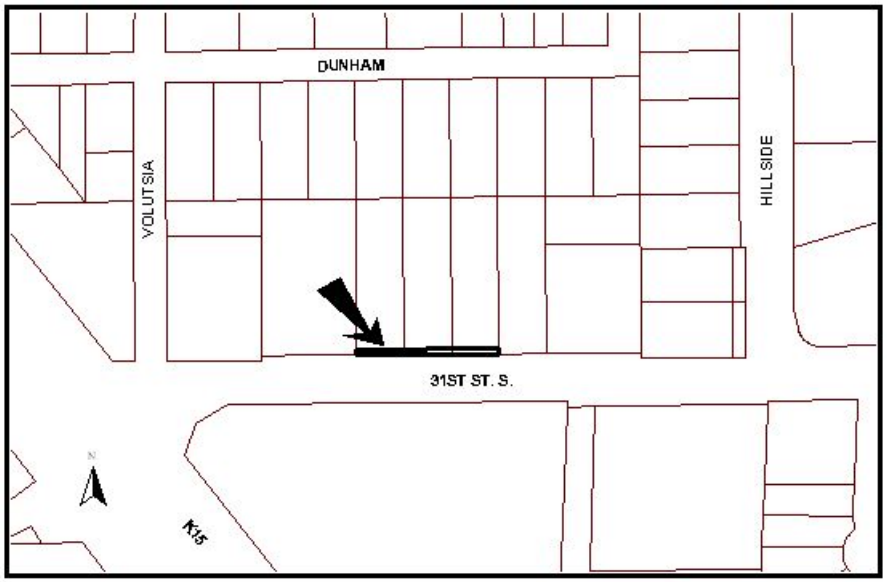
TO: Mayor and City Council

SUBJECT: DED2012-00015 Dedication of Access Control for property located on the north side of 31ST Street North, west of Hillside. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2012-00021 (Edminster Gardens Addition) and was requested by Traffic Engineering.

Analysis: The Dedication DED2012-00015 is for the purpose of access control except two openings along 31st Street North.

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

Legal Considerations: The Dedication has been approved as to form by the Law Department and has been recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Dedication.

Sedgwick County
Register of Deeds - Bill Mask
DOC.#/FLM-PG: 29330998
Receipt #: 1834058
Pages Recorded: 3
Cashier Initials: JP
Recording Fee: $16.00
Authorized By
Date Recorded: 11/5/2012 3:46:24 PM

COPY

Grantor	NICHOLS WILLIAM JACOB TR
Grantee	PUBLIC
Type of Document	DEDICATION - DEED
Recording Fees	$16.00
Mtg Reg Tax	$0.00
Total Amount	$16.00

Return Address
KANSAS SECURED TITLE
232 N. MEAD
WICHITA , KS 67202

051993

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned property owners, William Jacob Nichols Living Trust under Indenture dated September 30, 1986, and ~~KBS~~ KBEE Holdings, LLC being the owners of the following described real estate in Sedgwick County, Kansas to wit:

Lots 6, 7, and 8, Edminster Gardens Addition, Sedgwick County Kansas, EXCEPT the south 10 feet for street right-of-way, AND EXCEPT that part of Lot 6 described as beginning at the northwest corner of Lot 6, thence south 90.3 feet, thence east 1.13 feet, thence north line of Lot 6, then west to point of beginning.

do(es) hereby dedicate complete access control, except for two openings, to 31st Street South across the south line of the above-described real estate to the public.

Executed this 29 day of October, of 2012.

Owner: William Jacob Nichols Living Trust under Indenture dated September 30, 1986

William Jacob Nichols
Name: William Jacob Nichols
Title: Trustee

Owner: KBEE Holdings, LLC

Kami Linnens LLC Member
Name: Kami Linnens
Title: LLC Member

1

16 DUS993-KST

DED2012-15
LSP2012-21

STATE OF Texas)
COUNTY OF Cameron) SS

BE IT REMEMBERED, that on this 29th day of October, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William Jacob Nichols, William Jacob Nichols personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same. Trustee

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

Ruth Garza
Notary Public

My Commission Expires: 9-6-15

Ruth Garza
My Commission Expires
09/06/2015

STATE OF Kansas)
COUNTY OF Sedgwick) SS

BE IT REMEMBERED, that on this 30th day of October, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kami Linnens, LLC Member, KBEE Holdings LLC personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Kimberly D May
Notary Public

My Commission Expires: _____

KIMBERLY D. MAY
Notary Public, State of Kansas
My Appointment Expires
10/3/16

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the City Council of the City of Wichita, Kansas, and approved by said City Council

This _____, _____.

_____
City Clerk

Agenda Item No. II-33

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council Members

SUBJECT: DER2012-00010: City of Wichita Boundary Resolution

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the Boundary Resolution.

Background: For any year in which territory is added to or excluded from the incorporated area, the City is required by State law (K.S.A. 12-517) to declare by resolution a description of the corporate boundaries of the City. During 2012, the City approved seven annexation requests, one unilateral annexation, and one de-annexation. The annexations and de-annexation resulted in the incorporated area of the City shrinking by a total of 441.68 acres (0.69 square miles), resulting in an incorporated area of 162.811 square miles as of December 31, 2012.

Analysis: City Engineering staff prepared the attached Boundary Resolution containing a description of the corporate boundaries of the City, including all changes made through annexation and de-annexation in the past year.

Financial Consideration: None.

Legal Consideration: The Law Department has reviewed and approved the Boundary Resolution as to form.

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

Attachment: Boundary Resolution

RESOLUTION NO. 12-270

A RESOLUTION DECLARING, ESTABLISHING AND DEFINING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS, AFTER ALL ANNEXATIONS OF TERRITORY AND EXCLUSIONS OF TERRITORY SINCE DECEMBER 20, 2011

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

SECTION 1: That hereafter and until altered or changed in accordance with the law, the City Limits are, and the entire boundaries of the City of Wichita, Kansas are hereby defined, established and declared to be as follows:

Beginning at the intersection of the north right-of-way line of 13th Street North and the east right-of-way line of 127th Street East; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 11, Township 27 South, Range 2 East of the 6th P.M.; thence north along said west line to the south right-of-way line originally designated for the St. Louis, Wichita, and Western Railway Company; thence east along said south right-of-way line to west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the east line of the west half of the Southeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south line of the originally designated right-of-way for the St. Louis, Wichita, and Western Railway Company; thence west along said south right-of-way line to a point located 487 feet east of the west line of the Southwest Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence south along a line parallel to said west line to a point located 568.23 feet south the north line of said Quarter Section; thence west along a line parallel to said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the north line of the South Half of Section 1, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line and the north line of the South Half of Section 2, Township 27 South, Range 2 East of the 6th P.M. to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of 127th Street East; thence north along said west right-of-way line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point located 350 feet north of the south line of Section 34, Township 26 South, Range 2 East of the 6th P.M.; thence west parallel to the south line of said Section 34 and the south line of Section 33, Township 26 South, Range 2 East of the 6th P.M. to a point on the west right-of-way line of Greenwich Road located 350 feet north of the south line of said Section 33; thence north along said west right-of-way line to the north line of the south half of the Southeast Quarter of

said Section 33; thence west along said north line of the south half to the east line of the West Half of said Section 33; thence north along said east line and the east line of the West Half of Section 28, Township 26 South, Range 2 East of the 6th P.M. to the south line of the Northeast Quarter of said Section 28; thence east along said south line, a distance of 283.35 feet; thence bearing N 06°02'48" E to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the east line of the West Half of Section 29, Township 26 South, Range 2 East of the 6th P.M.; thence north along the east line of said West Half and the east line of the West Half of Section 20, Township 26 South, Range 2 East of the 6th P.M. to the south right-of-way line of the Union Pacific Railroad; thence southwesterly along said south right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the north right-of-way line of the Union Pacific Railroad; thence northeasterly along said north right-of-way line to the east line of the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to a point 1465.01 feet northeast of its intersection with the west line of the east half of Section 30, Township 26 South Range 2 East of the 6th P.M.; thence north with a deflection to the right of 117°31'41", to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of the east half of said Section 30; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to the east right-of-way line of Woodlawn Boulevard; thence south along said east right-of-way line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the south right-of-way line of K-254 Highway; thence southwesterly along said south right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the west line of the east half of the Southwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M.; thence south along said west line to a point 275 feet north of the south line of said Southwest Quarter; thence east parallel with said south line to a point 225 feet east of the west line of the east half of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hillside Avenue; thence north along said east right-of-way line to the intersection with the north line of Normandy Park Addition, Sedgwick County, Kansas; thence easterly along said

north line to the Northeast corner of said Addition; thence southerly along the east line of said Addition, 206.00 feet; thence easterly parallel with the south line of the northwest quarter of said Southwest Quarter, 520.87 feet, more or less, to a point on the northwesterly right-of-way line of Kansas Highway 254, (Condemnation Case No. B19603); thence northeasterly along said right-of-way, being a curve to the left, having a radius of 2745.51 feet, an arc length of 222.70 feet to a point on the east line of the west half of said Southwest Quarter; thence northerly along said east line and the east line of the west half of the Northwest Quarter of Section 23, Township 26 South, Range 1 East to a point 195.00 feet south of the northeast corner of the west half of said Northwest Quarter; thence west, parallel with the north line of said Northwest Quarter, a distance of 230.00 feet; thence north to a point on the south right-of-way line of 53rd Street North located 1090.82 feet east of the west line of said Section; thence west 36.82 feet along said south right-of-way line; thence south parallel with the west line of said Section to a point 330.63 feet south of the north line of said Section; thence west parallel with the north line of said Section a distance of 454 feet; thence south parallel with the west line of said Section a distance of 100 feet; thence west to a point on the east right-of-way line of Hillside Avenue, said point being located 430.63 feet south of the north line of said Section; thence north along said east right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 22, Township 26 South, Range 1 East of the 6th P.M.; thence south along said east line and the east line of the Southwest Quarter of said Section 22 to the northeast corner of the southeast quarter of said Southwest Quarter; thence west along the north line of said southeast quarter of the Southwest Quarter to the west line of the east half of the east half said Southwest Quarter; thence south along said west line to a point 648.16 feet north of the south line of said Southwest Quarter; thence east to a point 647.7 feet north and 336 feet west of the southeast corner of said Southwest Quarter; thence south to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hydraulic Avenue, thence south along said east right-of-way line to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the southerly right-of-way line of the Chisholm Creek Diversion; thence southwesterly along said southerly right-of-way line to a point 100 feet west of the east line of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., said point being the west right-of-way line of St. Louis and San Francisco Railroad; thence north along said west right-of-way line to the north right-of-way line of the Chisholm Creek Diversion; thence westerly along said north right-of-way line to the east right-of-way line of Lawrence Road; thence north along said east right-of-way line to the south right-of-way line of Interstate Highway 235; thence northeasterly and easterly along said south line to a point 860.7 feet west of the east line of said Southwest Quarter; thence north to the north line of said Southwest Quarter; thence west to the east line of the southwest quarter of the Northwest Quarter of Section 28,

Township 26 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said southwest quarter of the Northwest Quarter; thence west along said north line of said southwest quarter of the Northwest Quarter to a point 622.8 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of said Northwest Quarter; thence south along said west line to a point 1620.84 feet north of the south line of said Northwest Quarter; thence west parallel to the south line of the Northeast Quarter of Section 29, Township 26 South, Range 1 East of the 6th P.M. to the east line of the Wichita-Valley Center Flood Control (Condemnation Case A-41035); thence northerly and westerly along said east line to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence northwesterly along said westerly line to the south right-of-way line of 61st Street North; thence west along said south right-of-way line to the east right-of-way line of Seneca Street; thence north along said east right-of-way line to the north right-of-way line of 61st Street North; thence west along said north right-of-way line to the east line of the west half of vacated Fairfield Street; thence southwesterly along said east line to the north line of the Northeast Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M; thence west along said north line to a point 30 feet north of the northeast corner of Lot 110, Vanview Addition; thence south parallel to the west line of said Northeast Quarter to the south right-of-way line of 61st Street North and the northeast corner of said Lot 110; thence west along said south right-of-way line to the east bank of the Little Arkansas River; thence north along said east bank to the north line of the Southeast Quarter of Section 7, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to the east line of the Southwest Quarter of Section 7, Township 27 South, Range 1 East; thence north along said east line and the east line of the Northwest Quarter of said Section 7 to the north line of Reserve A, Rio Vista Estates Third Addition; thence westerly along said north line to the northwest corner of Reserve A, Rio Vista Estates Second Addition; thence southerly and westerly along the west line of said Reserve A to the east right-of-way line of Meridian Avenue; thence south along said east right-of-way line to a point on the most northerly northwest corner of Lot 1, Block 2 of Rio Vista Estates Second Addition and on the east right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Southwest Quarter.; thence west parallel to the south line of said Section and Section 12, Township 26 South, Range 1 West of the 6th P.M.. to a point on the west right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Section; thence north along said west right-of-way line to the centerline of the Little Arkansas River; thence northwesterly along said centerline to a point 1650.14 feet north of the south line of the Southeast Quarter of Section 12, Township 26 South, Range 1 West of the 6th P. M.; thence west parallel to the south line of said Southeast Quarter to a point 1056.05 feet, more or less, west of the east line of said Southeast Quarter; thence south along a line parallel to said east line to the north right-of-way line of

61st Street North; thence west along said north right-of-way line to a point 208.71 feet east of the west line of said Southeast Quarter; thence south to a point 208.71 feet east of the west line of the Northeast Quarter of Section 13, Township 26 South, Range 1West of the 6th P.M. on the north line of said Section; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of 53rd Street North; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to a point 856.8 feet west of the east line of Section 24, Township 26 South, Range 1 West of the 6th P.M.; thence south to a point 649 feet, more or less, south of the north line of said Section 24, said point located 856.8 feet west of the east line of said Section; thence east parallel to the north line of said Section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 1646 feet north of the south line of the Northeast Quarter of said Section 24; thence west along a line parallel to said north line to a point 147.5 feet west of the east line of said Section; thence south 140 feet along a line parallel to the east line of said Section; thence east along a line parallel to the north line of said section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of the south half of the Northeast Quarter, Section 24, Township 26 South, Range 1 West; thence west along said north line to a point on the east line of Moorings 10th Addition to Wichita, Sedgwick County, Kansas, said point being the southeast corner of Lot 2, Block 2 in said Moorings 10th Addition; thence north along the east line of said Addition to the northeast corner of Reserve D in said Addition, thence westerly along the north line of said Addition to the east right-of-way line of North Portwest Circle; thence northwesterly along said east right-of-way line to the southeast corner of Lot 5, Block 2, Moorings 11th Addition to Wichita, Sedgwick County, Kansas; thence north along the east line of said lot to the northeast corner of said lot and the north line of said Addition; thence west along said north line to the west line of said Addition; thence south and southeasterly along said west line to the northerly right-of-way line of Portwest Circle; thence southwesterly along said northerly right-of-way line and the westerly right-of-way line of Portwest Circle to the northwest corner of Lot 6, Block 1, Moorings 11th Addition, said corner lying on the west line of said Addition; thence southwesterly and south along said west line to the north line of the south half of the Northwest Quarter of Section 24, Township 26 south, Range 1 West of the 6th P.M.; thence west along said north line to the east line of the Wichita-Valley Center Flood Control right-of-way; thence south along said east right-of-way line to a line 650 feet north of and parallel to the south line of the north half of said Section 24; thence west along said line and said line extended to the west mean high bank of the Arkansas River; thence southeasterly along said west mean high bank to the north line of the South Half of Section 23, Township 26 South, Range 1 West of the 6th P.M; thence west along said north line and the north line of the South Half of Section 22, Township 26 South, Range 1 West of the 6th P.M, to the west line of the

Southeast Quarter of said Section; thence south along said west line to the south line of said Section; thence east 30 feet along said south line; thence south along a line parallel to the west line of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. to a point 30 feet north of the south line of Government Lot 5 in said Section; thence east along a line parallel to said south line to a point on the south right-of-way line of 45th Street North; thence southeasterly along said south right-of-way line to a point 30 feet south of the south line of said Government Lot 5; thence west parallel to said south line and said line extended to a point 30 feet west of the east line of the Northwest Quarter of said Section 27; thence north along a line parallel to said east line to a point 30 feet south and 30 feet west of the northeast corner of said Northwest Quarter; thence west 388.45 feet parallel to the north line of said Northwest Quarter; thence south 356.25 feet parallel to said east line to a point on the west line of Lot 13, Block A, Edgewater Addition and the northeast corner of Lot 15 in said addition; thence west along the north line of said Lot 15 to the northwest corner of Lot 16, Block A in said Addition; thence south along the west line of said Addition to a point on the east line of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, said point being located 956.63 feet north of the southeast corner of said Lot 1; thence S89°05'07"W, parallel with the westerly portion of the south line of said Lot 1, 140 feet; thence S01°10'42"E, parallel with the east line of said Lot 1, 599.35; thence S89° 05'07"W, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet to the northeast corner of Reserve A in said Midland Baptist Church 2nd Addition; thence south along the east line of said Reserve A to the southeast corner of said Reserve A, said southeast corner also being a point on the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to a point located 208 feet west of the east line of the Northeast Quarter, Section 27, Township 26 South, Range 1 West of the 6th P.M.; thence north along a line parallel to said east line to a point 450 feet north of the south line of said Northeast Quarter; thence east along a line parallel to said south line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to the west mean high bank of the Arkansas River; thence southerly along said high bank to the south line of the North Half of Section 36, Township 26 South, Range 1 West of the 6th P.M.; thence east along said south line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the north line of Section 1, Township 27 South, Range 1 West of the 6th P.M.; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west line of the north half of the Northeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of the north half of said Northeast Quarter; thence east along said south line of said north half a distance of 647.85 feet; thence southwesterly 979.38 feet to a point on the west line of the south half

of said Northeast Quarter, said point being 735.71 feet south of the north line of the said south half; thence south along the west line of said south half and the north half of the Southeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M. to the south line of said north half; thence east along the south line of said north half to the west line of the Big Slough-Cowskin Creek Floodway; thence southwesterly along said west line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence north along said east line to a point 264 feet north of the south line of said Southwest Quarter; thence west parallel to said south line a distance of 165 feet; thence south parallel to the east line of said Southwest Quarter to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the west half of said Southwest Quarter; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Hoover; thence north along said east right-of-way line to a point 2099.9 feet south of the north line of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence east along a line parallel with said north line to a point 245.7 feet east of the west line of said Section; thence north parallel to the west line of said section a distance of 531.9 feet; thence east parallel to the north line of said Section a distance of 286.2 feet; thence north parallel to the west line of said Section a distance of 245.7 feet; thence west parallel to the north line of said section to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of Hoover Road; thence north along said west right-of-way line to a point 300 feet north of the south line of the north half of the Northeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M., thence west parallel to said south line to a point 871 feet west of the east line of said Quarter; thence south parallel to the east line of said Northeast Quarter to the south line of the north half of said Northeast Quarter; thence west along said south line to the east line of the Northwest Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M.; thence north along said east line and said east line extended to the north right-of-way line of 37th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of K-96 Highway; thence west along said south right-of-way line to the north line of the Southeast Quarter of Section 28, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the Southwest Quarter of said Section 28 to the east right-of-way line of Tyler Road; thence south along said east right-of-way line to a point 855 feet north of the south line of said Southwest Quarter; thence east parallel to said south line to a point 264 feet east of the west line of said Southwest Quarter; thence south to the north right-of-way line of 37th Street North, thence west along said north right-of-way line to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the north line of the south half of the Southeast Quarter of

Section 30, Township 26 South, Range 1 West of the 6th P.M. as extended east; thence west along said line and said line extended to the west line of said Southeast Quarter; thence south along said west line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line 419.2 feet; thence south parallel with the east line of the Northwest Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. to a point 1039.65 feet south of the north line of said Northwest Quarter; thence east parallel to the north line of said Northwest Quarter to the east line of said Northwest Quarter; thence north along said east line to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to a point 1573.47 feet west of the east line of the Northeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence south parallel with said east line 981.06 feet; thence east parallel with the north line of said Northeast Quarter 750 feet; thence north parallel with the east line of said Northeast Quarter 513.04 feet; thence west parallel to the north line of said Northeast Quarter 117.17 feet; thence north parallel to the east line of said Northeast Quarter to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to a point 190 feet south of the north line of the southeast quarter of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence west parallel to said north line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the north line of the Southwest Quarter of said Section 31; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to a point 1368.74 feet west of the east line of the Northeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence southerly perpendicular to the north line of said Northeast Quarter to a point 260.00 feet south of said north line; thence easterly parallel with the north line of said Northeast Quarter, 340.00 feet; thence southerly perpendicular to the north line of said Northeast Quarter, 1340.74 feet to a point 1600.74 feet normally distant south of the north line of said Northeast Quarter; thence northeasterly, 418.36 feet to a point 1430.63 feet normally distant south of the north line of said Northeast Quarter and 600 feet normally distant west of the east line of said Northeast Quarter; thence northerly parallel with the east line of said Northeast Quarter, 250.00 feet ; thence easterly perpendicular to the east line of said Northeast Quarter, 340.00 feet; thence southerly parallel to the east line of said Northeast Quarter, 267.00 feet; thence easterly perpendicular to the east line of said Northeast Quarter, to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to a point 507.9 feet east of the west line of said Southeast Quarter; thence north 15 feet; thence west parallel to the north line of said

Southeast Quarter to the west line of the Northeast Quarter of said Section 1; thence south along said west line and the west line of the Southeast Quarter of said Section 1 to a point 1689.32 feet north of the south line of said Southeast Quarter; thence east 162.2 feet; thence south 199.32 feet; thence east 340 feet to a point 2101 feet west and 1490 feet north of the southeast corner of said Southeast Quarter; thence south 500 feet; thence east 30 feet; thence south to the north right-of-way line of 21st Street North; thence east along said north right-of-way line to a point 680 feet west of the east line of said Southeast Quarter; thence south to the south right-of-way line of 21st Street North; thence west along said south right-of-way line to a point 275 feet west of the northwest corner of Teal Brook Estates Addition; thence south parallel to the west line of the Northeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M. to a point 238 feet south of the north line of said Northeast Quarter; thence east parallel with said north line to the west line of said Addition; thence south along said west line to the north line of the south half of said Northeast Quarter; thence west along said north line to a point 190 feet east of the west line of said Northeast Quarter; thence south along a line parallel to the west line of said Northeast Quarter to the south line of said Northeast Quarter; thence west along said south line to the west line of the Southeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line 655.62 feet to the center line of the Cowskin Creek; thence easterly, southerly and northerly along said center line to the intersection of said centerline with the south line of Lot 16, Autumn Ridge Second Addition to Wichita, Sedgwick County, Kansas as extended to the west; thence east along said south line extended to the southwest corner of said Lot 16; thence southerly along the west line of Autumn Ridge Second Addition and the east line of the Floodway Reserve Agreement (dedicated on Film 979, Page 1092) to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to a point 429 feet west of the east line of the Southwest Quarter of Section 12, Township 27 South, Range 2 West; thence north parallel with the east line of said Southwest Quarter to a point 990 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to a point 470 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to a point 511.5 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to south line of Lot 1, Block 2, L.R. Jones Second Addition, Sedgwick County, Kansas; thence east along said south line to the east line of said Lot1; thence north along said east line to the north line of said Lot 1; thence west along said north line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the south line of Lot 11, Block 1, L.R. Jones Second Addition, Sedgwick County, Kansas and said line extended to the south line of NW Main Pump Station, an Addition to Wichita, Sedgwick County, Kansas; thence east along said south line to the east line of said Addition; thence north along said east line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said

east right-of-way line to a point 1314.73 feet north of the south line of the Southwest Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence west parallel to said south line and the south line of the Southeast Quarter of Section 2, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas to the northeast corner of the Northwest YMCA Addition, an Addition to Sedgwick County, Kansas; thence west along the north line of said Addition to the northwest corner of said Addition; thence south and east along the west and south lines of said Addition to the south right-of-way line of 21st Street North;

thence west along said south right-of-way line to a point 441.92 feet east of the west line of the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south parallel to said west line to a point 860 feet south of the north line of said Northeast Quarter; thence east parallel with said north line a distance of 238.40 feet; thence south parallel to the west line of said Northeast Quarter a distance of 450 feet; thence west parallel to said north line to the west line of said Northeast Quarter; thence south along said west line to the north line of the south half of Section 11; thence west along said north line to the northwest corner of Reserve 49, Blackstone Addition, Sedgwick County, Kansas, said point being on the west line of said Addition; thence south, west and southwesterly along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the west line of the east half of the Southeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line and the west line of the east half of the Northeast Quarter of Section 14, Township 27 South, Range 2 West of the 6th P.M. to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M. to the northwest corner of the Southeast Quarter of said Section 13; thence south along the west line of said Southeast Quarter to the north right-of-way line of Central; thence west along said north right-of-way line to the west line of Block 1, Rainbow Lakes Estates extended north; thence south along said west line extended to the north line of Section 24, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line and said north line extended to the west right-of-way line of 135th Street West; thence south along said west right-of-way line to the south right-of-way line of Central; thence west along said south right-of-way line to the west line of the Northeast Quarter of Section 23, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line to the northeast corner of the Southwest Quarter of said Section 23; thence west along the north line of said Southwest Quarter to the west line of the east half of said Southwest Quarter; thence south along said west line to the north right-of-way line of Maple; thence west along said north right-of-way line to a point 400 feet east of the west line of the southeast quarter of the Southeast Quarter of Section 22, Township 27 South, Range 2 West of the 6th P.M.; thence north along a line parallel to said west line to the north line of the said southeast quarter of the Southeast Quarter; thence west 400 feet along said north line to said west line; thence south along said west line to said north right-of-way line; thence

west along said north right-of-way line to the west line of said Southeast Quarter; thence south along said west line and the east line of the Northwest Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence south along said east line to the south line of the north half of said Northwest Quarter; thence west along said south line to a point 1320 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 267.3 feet; thence east parallel to the south line of said Northwest Quarter to the west right-of-way line of 162nd Street West; thence north along said west right-of-way line 390.7 feet; thence west parallel to said south line to a point 1320 feet east of said west line; thence south parallel to the west line of said Northwest Quarter 328 feet; thence west parallel to the south line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence south along said east right-of-way line to the north right-of-way line of U.S. Highway 54; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence north along said west line to the north line of said Southeast Quarter thence east along said north line to the east right-of-way line of Reece Road; thence south along said east line to the south right-of-way line of Moscelyn Lane; thence east and easterly along said south right-of-way line to the west right-of-way line of 151st Street West; thence south along said west right-of-way line to the north right-of-way line of Grassmere Lane; thence west along said north right-of-way line to the west line of Tapestry Meadows Third Addition, said line being 997 feet west of the east line of said Southeast Quarter; thence south along said west line and the west line of Tapestry Meadows Second Addition to the north right-of-way line of U.S. 54 Highway; thence easterly along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the north line of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th P.M; thence east along said north line to a point located 900 feet west of the Northeast Corner of said Southwest Quarter; thence southeast to a point 500 feet south of said Northeast Corner, said point being located on the east line of said Southwest Quarter; thence south along said east line to a point 1722 feet north of the south line of said Southwest Quarter; thence west parallel to said north line 250 feet; thence south parallel said east line to the north right-of-way line of U.S. 54 Highway as condemned in Case No. A-38302; thence east along said north right-of-way line to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section, thence north along said east line to the south right-of-way line of the A.T. & S.F. Railroad; thence westerly along the said south right-of-way to the east line of Lot 1, Centennial Sub, Sedgwick County, Kansas, said line being located 350 feet east of the west line of said Section; thence south along said east line a distance of 215 feet to the south line of said Subdivision; thence westerly along said south line to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to a point 886.79 feet north of the south line of the Southwest Quarter of

Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence east parallel to said south line to a point 249.20 feet east of the west line of said Section; thence south parallel to the west line of said Section a distance of 259.16 feet; thence west parallel to the south line of said section to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1111.66 feet west of the east line of the Northwest Quarter of Section 1, Township 28 South; Range 2 West of the 6th P.M.; thence S 01° 17' 03" W a distance of 885.54 feet; thence N 88° 51' 55" E a distance of 22 feet; thence S 01° 17' 03" W a distance of 1559.19 feet to the south line of said Northwest Quarter; thence east along said south line and the south line of the Northeast Quarter of said Section to a point 175.95 feet east of the southwest corner of said Northeast Quarter; thence north parallel to the east line of said Northeast Quarter to a point 2428.17 feet west and 1376.46 feet south of the northeast corner of said Northeast Quarter; thence east along a line parallel to the north line of said Northeast Quarter to a point located 613.27 feet west of the east line of said Northeast Quarter; thence S03 02'11"E, 79.17 feet; thence S29 23'22"E, 210 feet; thence S03 02'11"E, 215 feet; thence easterly to a point on the west right-of-way line of 119th Street West located 1,856.85 feet south, more or less, of the north line of said Northeast Quarter; thence north along said west right-of-way line to a point located 353.94 feet south of the north line of said Northeast Quarter; thence east parallel to said north line and said line extended east to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to the west line of the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 5, Township 28 South, Range 1 West of the 6th P.M. to the west line of the east half of said Section; thence south along said west line of said east half and the west line of the east half of Section 8, Township 28 South, Range 1 West of the 6th P.M. to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to a point 538.07 feet east of the west line of the east half of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence S02°29'53"E parallel with the west line of the east half of said Section to a point 1142.10 feet south of the north line of said section; thence S90°00'00"W parallel with the north line of said Section, 538.07 feet to the west line of the east half of said Section; thence north along said west line to a point 990 feet south of the north line of the Northwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence west 220 feet, to a point 990 feet south of said north line; thence north, to the south right-of-way line of 31st Street South; thence west along said south right-of-way, to the east right-of-way line of 119th Street West; thence south along said east right-of-way line, to a point 921.93 feet north of the southwest corner of said Northwest Quarter; thence east at an interior angle of 91°18', 326.15 feet; thence south at an interior angle of 88°42', 238 feet; thence west, 326.15 feet to the east right-of-way line of 119th Street

West; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line, to the southeast corner of the west half of said Northwest Quarter; thence south along the west line of the east half of the Southwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M., 349.65 feet; thence east, 1371.05 feet to the east line of said Southwest Quarter; thence south along said east line, to a point 1,032.73 feet south of the northeast corner of said Southwest Quarter said point being the northernmost northeast corner of Lot 1, St. Peter The Apostle Catholic Church Addition; thence west along the north line of said Addition to the northernmost northwest corner of said Addition; thence southerly and westerly along the west line of said Addition to the north right-of-way line of Peter Avenue; thence east along said north right-of-way line to the east right-of-way line of Annie Avenue and the northernmost southeast corner of said Lot 1; thence north along the east line of said Addition, 179.68 feet to the south line of said Addition; thence east along said south line, 130.04 feet to the west line of said Addition; thence south along said west line and the west line of Schulte Country Storage Addition to the southwest corner of said Addition; thence east along the south line of said Addition, to the westernmost southeast corner of said Addition and the northwest corner of Schulte Country Store Addition; thence south along the west line of said Addition to the southwest corner of said Addition; thence northerly and easterly along the south line of said Addition and the south line of Lot 1, St. Peter The Apostle Catholic Church Addition to the southernmost southeast corner of said Addition; thence north along the east line of said Addition to the south line of Lot 1, Block A, St Peter the Apostle Catholic Church 2nd Addition; thence east along said south line and the south line of Harvest Ridge Addition, to the southeast corner of Lot 30, Block C, Harvest Ridge Addition; thence south along the west line of said Addition and said line extended to the north right-of-way line of K-42 Highway; thence northeasterly along said north right-of-way line to a point 50 feet west of the east line of the Northeast Quarter, Section 9, Township 28 South, Range 1 West; thence south parallel to said east line to a line 50 feet south of and parallel to the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southwesterly along said south line to a point 417.29 feet west of the east line of said Quarter Section measured along said line; thence northwesterly at right angles to said line 50 feet to the south line of said Railroad right-of-way; thence southerly and westerly along the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the east right-of-way line of Tyler Road; thence north along said east right-of-way line to the south line of the north half of the Southwest Quarter of Section 9, Township 28 South, Range 1 West of the 6th P.M.; thence east along said south line to the east line of said Southwest Quarter; thence north along said east line to the southwest corner of the Northeast Quarter of said Section 9; thence east along the south line of said Northeast Quarter to the west right-of-way line of Ridge Road; thence north along said west right-of-way line and said line extended to the

north right-of-way line of Highway K-42; thence northeasterly along said north right-of-way line to a point 210 feet west of the Center Line of Section 3, Township 28 South, Range 1 West of the 6th P.M.; thence north along a line parallel to and 210 feet west of said Center Line a distance of 328.3 feet; thence west at 90 degrees a distance of 390 feet; thence north along a line parallel to and 600 feet west of the Center Line of said Section 3 to a point 327.4 feet south and 600 feet west of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence east at 90 degrees to a point on the Center Line of said Section 3; thence north to said southwest corner; thence east along the south line of the north half of the Northeast Quarter of said Section 3 to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to the west line of the J.I. Case Addition; thence south along said west line to a point 460 feet south of the north line of the Northeast Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M.; thence east 190 feet; thence south along said west line to the north line of Ecco Industrial Addition; thence west along said north line of said Addition to the west line of said Addition; thence south along said west line to the northeast corner of the Southwest Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M; thence west along the north line of said Southwest Quarter to a point 242.4 feet east of the west line of said Southwest Quarter; thence south parallel with said west line 225 feet; thence east parallel with said north line to the west right-of-way line of Summitlawn Avenue; thence south along said west right-of-way line to the north right-of-way line of 35th Street South; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence south along said east right-of-way line to the south line of the north half of said Southwest Quarter; thence east along said south line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of MacArthur Road; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of said Section 15, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to a point 1273.00 feet west of the east line of the Southeast Quarter of said Section 15; thence southeasterly with a deflection angle to the right of 45°00’08”, 237.00 feet; thence southeasterly with a deflection angle to the left of 12°14’30”, 533.00 feet; thence southeasterly with a deflection angle to the right of 12°58’00”, 315.00 feet; thence southeasterly with a deflection angle to the right of 22°30’00”, 595.00 feet; thence southeasterly with a deflection angle to the left of 06°01’00”, to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the westerly right-of-way line of the Wichita-Valley Center Flood Control (Condemnation Case A-30410);

thence northwesterly along said westerly line to the north line of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M; thence west along said north line and said line extended to a point 667.87 feet west of the east line of the Southeast Quarter of said Section 15; thence north parallel with said east line of said Section 15 a distance of 521.77 feet to the south line of Wheatland Addition, Sedgwick County, Kansas; thence east along said south line of said Addition and said south line extended to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of MacArthur Road; thence east along said south right-of-way line to the west right-of-way line of West Street; thence north along said west right-of-way line to the north right-of-way line of MacArthur Road; thence easterly along said north right-of-way line to the east right-of-way line of West Street; thence north along said east right-of-way line to the most westerly southwest corner of Lot 1, Block A, Pretty Prairie Addition; thence east along the south line of said Lot 1 to a point 230 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south along the west line of said Lot 1 to the south line of said Lot 1; thence southeasterly along said south line of said Lot 1 and the south line of Lot 2, Block A, Pretty Prairie Addition to the east line said Lot 2; thence north along said east line to the south line of Rainbow Sales Addition; thence east along said south line to the east line of said Addition; thence north along said east line to a point 350 feet north of the south line of said Southwest Quarter; thence east, parallel with said south line, 180 feet; thence north parallel to the east line of said Southwest Quarter, to the northern most southeast corner of Lot 1, Trimmel Addition; thence north along the east line of said Addition and the east line of Carmichael Addition to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to a point 1998.2 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south parallel to said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to a point 359.34 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to a point 359.34 feet west and 610.4 feet north of the southeast corner of said Southwest Quarter; thence east 194.34 feet to a point 610.4 feet north and 165 feet west of said southeast corner; thence north to a point 165 feet west of and 1326 feet north of said southeast corner, thence east to the east line of said Southwest Quarter; thence south along said east line to a point 1320.6 feet, more or less, north of the south line of the Southeast Quarter of said Section 12; thence east parallel with said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 168.3 feet north of the south line of the Northeast Quarter, Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence west to a point 233.8 feet west of the east line of said Section; thence south 168.3 feet to the south line of the north half of said Section 13; thence west along said south line to the southeast corner of the Northwest Quarter of said Section 13; thence north along the east line of said Northwest Quarter to the north line of the south half of the south half of said

Northwest Quarter; thence west along said north line to a point 660 feet east of the west line of said Northwest Quarter; thence south parallel with the west line of said Northwest Quarter 395 feet; thence west parallel with the south line of said Northwest Quarter to the east right-of-way line of West Street; thence south along said east right-of-way line to a point 754 feet north of the south line of the Southwest Quarter Section 13, Township 28 South, Range 1 West of the 6th P. M.; thence east parallel to said south line to a point 208.71 feet east of the west line of said Southwest Quarter; thence south parallel to the west line of said Southwest Quarter 135 feet; thence east parallel to the south line of said Southwest Quarter to a point 600 feet east of the west line of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to a point 380 feet west of the east line of said Quarter Section; thence north parallel to said east line to a point 380 feet north of the south line of said Quarter Section; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West; thence south along said west line to the south line of said Northeast Quarter; thence west along said south line to the east line of the west half of the west half of said Northeast Quarter; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of said Northeast Quarter; thence south along said west line of said Northeast Quarter and the west line of the Southeast Quarter of said Section 24 to the south line of the north half of the Southeast Quarter; thence east along said south line and the south line of the North Half of the Southwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. to the west line of the Southeast Quarter of said Section 19; thence south along said west line and said line extended to the south right-of-way line of 55th Street South; thence west along said south right-of-way line to the west line of the east half of the northeast quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the south line of the northeast quarter of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the north line of the Southeast Quarter of said Section 30; thence east along said north line to a point 400 feet west of the east line of the west half of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence northeasterly along said east right-of-way

line to the south line of the north half of Section 29, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the west line of the Southeast Quarter of said Section; thence south along said west line to the south right-of-way line of 59th Street South; thence east along said south right-of-way line to the west right-of-way line of Broadway Avenue; thence north along said west right-of-way line to the north line of said Southeast Quarter; thence east along said north line and the south line of the Northwest Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M. to the east line of said Northwest Quarter; thence north along said east line to the north line of the south half of the Northeast Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the north line of the Riverside Drainage Canal; thence southeasterly and easterly along said north line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the north line of Becker Addition, Sedgwick County, Kansas; thence west along said north line to a point 486.8 feet west of the east line of the Northeast Quarter of Section 28, Township 28 South, Range 1East, said point being the west line of Becker Addition; thence south 301.17 feet along said west line to the north line of the Southeast Quarter of said Section 28; thence west along said north line to the east right-of-way line of the Kansas Turnpike; thence southerly along said east right-of-way line to the west line of said Southeast Quarter; thence south along said west line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to a point 660.04 feet north of the north line of the south half of the Northeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M; thence west along a line parallel to said north line to a point 660.04 feet west of the east line of said Northeast Quarter; thence south along a line parallel to said east line to the north line of the south half of said Northeast Quarter; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly along said north right-of-way line to the west right-of-way line of Hydraulic Avenue; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line and said line extended to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly and easterly along said north line to the south line of the Riverside Levee; thence northwesterly along said south line to the east line of the Southeast Quarter of Section 34, Township 28 South, Range 1 East; thence south along said east line to the north line of the south half of said Southeast Quarter; thence west along said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point 203.32 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to a point 320 east of the west line of said Southeast Quarter; thence north parallel to the west line of said Southeast Quarter and said line extended to a point 137 feet north of the north line of said Southeast Quarter; thence west parallel to said north line to the east right-of-way line of Grove Street; thence

north along said east right-of-way line to a point located 831.96 feet, more or less, south of the north line of the Northeast Quarter of said Section 34; thence southeasterly a distance of 563.09 feet more or less; thence northeasterly 144.3 feet more or less to a point on the south line of the Riverside Levee; thence northwesterly along said south line to the east right-of-way line of Grove Street; thence north along said east right-of-way line and said east right-of-way line extended to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west line of the eastern portion of the Riverside Levee; thence northeasterly along said west line to the east line of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the south line of Government Lot 7, located in the Southeast Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the right bank of the Arkansas River; thence northerly along said right bank to the south line of Mona Kay Matlock Addition extended from the west; thence west along said extended line to the westerly right-of-way line of the Riverside Levee; thence northerly along said westerly right-of-way line to the north line of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the right bank of the Arkansas River; thence northerly along said right bank to the northerly right-of-way line of the Kansas Turnpike; thence easterly and northerly along said northerly right-of-way line to the south line of the north half of Section 11, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the most southerly southeast corner of Turnpike Industrial 3rd Addition to Sedgwick County, Kansas; thence north along the east line of said Addition to the south line of said Addition; thence northeasterly and east along said south line to the southwest corner of Lot 1, Block A of Bradley Addition, Sedgwick County, Kansas; thence north along the west line of said Addition to the north line of said Addition; thence east along said north line of said Addition and said line extended to the east right-of-way line of Oliver Street; thence north along said east right-of-way line to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to a point 2,170.42 feet east of the northwest corner of the Northwest Quarter of Section 12, Township 28 South, Range 1 East of the 6th P.M.; thence 490.25 feet on a bearing of S 00°00’00”W; thence 253.90 feet on a bearing of S18° 46’00”W; thence 389.40 feet on a bearing of S50°29’00”W; thence 285.26 feet on a bearing of S62°51’00”W; thence 26.76 feet on a bearing of S68°07’15”W; thence 553.32 feet on a bearing of S34°39’05”E; thence 529.18 feet on a bearing of N73°30’20”E; thence 377.90 feet on a bearing of N13°25 00”E; thence 176.92 feet on a bearing of N76° 35’45”W; thence 100.00 feet on a bearing of N01°19’30”E; thence 146.51 feet on a bearing of N07°44’55”W; thence 89.02 feet on a bearing of N65°26’40”W to a point of intersection with a curve; thence northerly 421.20 feet along a curve to the left having a central angle of 19° 56’45” with a radius of 1209.92 feet, and with a great chord of 419.08 feet having a bearing of N12°50’55”E to a point of intersection with a radial line of said curve; thence 6.59 feet on a bearing of N87°07’30”W along the radial line of said curve

to a point of intersection with a curve; thence northerly 294.20 feet along a curve to the left having a central angle of 11° 20’05” with a radius of 1489.52 feet, and with a great chord of 294.10 feet having a bearing of N02°47’30”W to a point of tangency; thence 30.33 feet on a bearing of N08°27’25”W along the tangent to the preceding curve to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to the east right-of-way line of George Washington Boulevard; thence northerly along said east right-of-way line to the north right-of-way line of 31st Street South; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 1, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of George Washington Boulevard; thence northwesterly along said east right-of-way line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south right-of-way line to a line 300 feet south of and parallel to the north line of the Northwest Quarter of said Section 1; thence east on said line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 36, Township 27 South, Range 1 East to the northerly right-of-way line of the Kansas Turnpike; thence northeasterly along said northerly right-of-way line to the south right-of-way line of Harry; thence east along said south right-of-way line to the west line of the east half of the Northeast Quarter, Section 31, Township 27 South, Range 2 East; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to a point 40 feet south of the north line of the Northeast Quarter, Section 6, Township 28 South, Range 2 East of the 6th P.M.; thence east parallel to the north line of said Northeast Quarter and the north line of the Northwest Quarter, Section 5, Township 28 South, Range 2 East of the 6th P.M., to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line and said line extended to a point on the north line of the Southeast Quarter, Section 5, Township 28 South, Range 2 East, said point being 240 feet east of the northwest corner of said Southeast Quarter; thence south parallel with the west line of said Southeast Quarter, 1015.17 feet more or less to a point 310 feet north of the south line of the northwest quarter of said Southeast Quarter; thence west parallel with the south line of the northwest quarter of said Southeast Quarter 105 feet; thence south parallel with the west line of said Southeast Quarter 310 feet to a point on the south line of the northwest quarter of said Southeast Quarter; thence east along the south line of the northwest quarter of said Southeast Quarter, 578.01 feet; thence north parallel with the west line of said Southeast Quarter, 515 feet; thence northeasterly 281.42 feet more or less to a point 912 feet east of the west line of said Southeast Quarter as measured parallel with the north line of said Southeast Quarter and said point being 610.62 feet south of the north line of said Southeast Quarter as measured parallel with the west line of said Southeast Quarter; thence north parallel with the west line of said Southeast Quarter 483.57 feet; thence east at right angles to the last described line

18 feet; thence north parallel with the west line of said Southeast Quarter 127.05 feet to a point on the north line of said Southeast Quarter; thence east along said north line and the south line of the Northeast Quarter of Section 5, Township 28 South, Range 2 East of the 6th P.M. to a point 300 feet east of the west line of the east half of said Northeast Quarter; thence north along a line parallel to said west line a distance of 365 feet; thence west parallel to the south line of said Northeast Quarter to the west line of the east half of said Northeast Quarter; thence north along the west line of said east half a distance of 406.66 feet; thence east parallel with the south line of said Northeast Quarter a distance of 184 feet; thence north parallel to the west line of the east half of said Northeast Quarter a distance of 498.11 feet to the south line of the northeast quarter of said Northeast Quarter; thence east along said south line to the west right-of-way line of Webb Road; thence north along said west right-of-way line a distance of 167 feet; thence west to a point 332 feet west of the east line of said Northeast Quarter, said point being located on the east line of Lot 8, Block 3, Turtle Run 2nd Addition; thence north along the east line of Block 3, Turtle Run 2nd Addition a distance of 277 feet; thence east to the west right-of-way line of Webb Road; thence north along said west right-of-way line to the south right-of-way line of Pawnee**;** thence east along said south right-of-way line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the north right-of-way line of Pawnee; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south line of the North Half of said Section 33; thence east along said south line and the south line of the North Half of Section 34, Township 27 South, Range 2 East of the 6th P.M. to the west line of the East Half of said Section 34; thence south along said west line to the north right-of-way line of Pawnee; thence east along said north right-of-way line to the southeast corner of Reserve D, Sierra Hills 2nd Addition; thence northerly and easterly along the east line of said Addition to the northeast corner of Reserve E, said Addition; thence N79˚52’54”E, 104.00 feet; thence N84˚17’54”E, 535.00 feet; thence S00˚47’54”W, 322.00 feet; thence N85˚37’54”E, to the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the north line of the Southeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section; thence north along said east line and said line extended to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1,540.52 feet east of the west line of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence north along a line parallel to said west line to a point in the centerline of a creek, said point being located 105 feet north of the south line of said Southwest Quarter; thence northerly and easterly along the centerline of the creek to a point 343.18 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to the south line of the north half of said Southwest Quarter; thence east to the east line of said Southwest Quarter; thence north along said east line a distance of 627.26 feet; thence N32°21’18”W, 270.00 feet; thence N60°42’49”W,

632.00 feet; thence N28°20'44"W, 109.83 feet; thence S88°45'24"W, parallel with said north line, 134.79 feet; thence N01°14'36"W, 50.00 feet to the north line of said Southwest Quarter; thence east along said north line and north line of the Southeast Quarter of said Section 26 to a point located 1642.06 feet west of the northeast corner of said Southeast Quarter; thence south parallel to the east line of said Southeast Quarter to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1817 feet west of the east line of said Southeast Quarter; thence south on a line parallel to said east line and the east line of the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M. to a point 177.02 feet south of the south line of Timber Valley Estates 3rd Addition, Sedgwick County, Kansas; thence southwesterly, 132.02 feet; thence southeasterly, 115 feet; thence southwesterly, 15 feet; thence southeasterly, 74 feet to a curve; thence southeasterly along said curve, 233.74 feet; thence easterly to an intersection with the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the south right-of-way line of Harry Street; thence east along said south right-of-way to the west line of the East Evangelical Free Church Addition, Sedgwick County, Kansas; thence south along said west line to the south line of said Addition; thence east along said south line a distance of 395 feet to the west line of Arbor Lakes Estates Addition, Sedgwick County, Kansas, said line being the west line of the northeast quarter of the Northwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M.; thence south along said west line a distance of 566.56 feet to the south line of the north half of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of said Section 36; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of 159th Street East; thence north along said west right-of-way line to the north right-of-way line of Harry Street; thence east along said north right-of-way line to the east line of the Southeast Quarter of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southeast Quarter; thence west on said north line to the east line of the Northwest Quarter of said Section 25; thence north on said east line to the south right-of-way line of Kellogg Drive; thence west on said south right-of-way line to the west line of the east half of said Northwest Quarter; thence south on said west line to the north line of the Southwest Quarter of said Section 25; thence west on said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line and the southerly right-of-way line of K-96 Highway to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the north right-of-way line of the Kansas Turnpike; thence northeasterly along said north right-of-way line to the south line of the Northwest Quarter, Section 23, Township 27 South, Range 2 East; thence west along said south line to the east line of Meadowland Addition, Sedgwick County, Kansas; thence northwesterly and west along the east line and the north line of said Addition to the east right-of-way line of 127th Street East; thence north along said

east right-of-way line 341.91 feet, more or less, to the north right-of-way line of K-96 Highway; thence westerly and northerly along said north right-of-way line and the west right-of-way line of K-96 Highway to the north right-of-way line of Central; thence west along said north right-of-way line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the point of beginning; and in addition thereto the following tracts of land described as: A tract of land beginning at a point on the east line of Section 6, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, a distance of 30 feet north of the Southeast corner of said section; thence going northerly along the east line of said Section, a distance of 867.8 feet; thence turning left and going westerly to the half Section line at a point 880.6 feet north of the South Quarter corner of said section; thence turning left and going southerly, a distance of 850.6 feet; thence turning left and going easterly parallel to the south section line to the point of beginning EXCEPT for that part designated as 31st Street South right-of-way AND EXCEPT for that part designated as Maize Road right-of-way.

And Also:

All of the Southeast Quarter of Section 1, Township 27 south, Range 2 East of the 6th P.M. EXCEPT beginning at a point 660.09 feet south of the northeast corner of said Southeast Quarter; thence west 480 feet; thence north 41 feet; thence west 110 feet; thence south 41 feet; thence west 342.46 feet to the east line of Monarch Landing 2nd Addition; thence south along said east line and the east line of Monarch Landing Addition to the southeast corner of Lot 3, Block 5 of said Monarch Landing Addition; thence east to a point on the east line of said Southeast Quarter, said point being 1320.30 feet south of the northeast corner of said Southeast Quarter; thence north along said east line to the point of beginning, AND EXCEPT for that part designated as 21st Street North right-of-way, AND EXCEPT for that part designated as 159th Street East right-of-way .

And Also:

A tract of land located in the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., described as: The south half of said Southwest Quarter, EXCEPT for that part designated as Webb Road right-of-way AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

Tracts of land in Section 17 and Section 20, Township 26 South, Range 2 East of the 6th P.M., described as:

Beginning at the southeast corner of the Southwest Quarter of said Section 17; thence north along the east line of said Southwest Quarter, 430.00 feet; thence west, parallel with the south line of said Southwest Quarter, 400.00 feet; thence

south, parallel with the east line of said Southwest Quarter, 430.00 feet to a point on the south line of said Southwest Quarter; thence East along the south line of said Southwest Quarter, 400.00 feet to the point of beginning TOGETHER WITH that part of 53rd Street North described as: Beginning at the northeast corner of the Northwest Quarter of said Section 20; thence west along the north line of said Northwest Quarter to a point 400 feet west of the east line of said Northwest Quarter; thence south parallel with said east line to the south right-of-way line of 53rd Street North; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 17, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 61st Street North and the east right-of-way line of the St. Louis and San Francisco Railroad, thence easterly and southerly along said east right-of-way line to a line parallel to and 370.01 feet west of the east line of said Northwest Quarter; thence north parallel with said east line to said south right-of-way line; thence west along said south right-of-way line to point of beginning.

And Also:

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Tracts of land described as: The south 1000.06 feet of the west 1366.80 feet of the north half of the Southwest Quarter of Section 34, Township 26 South, Range 2 East of the 6th P.M EXCEPT for that part designated as Greenwich Road right-of-way.

And Also:

The east half of the west half of the Northwest Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M.; EXCEPT for the east 458 feet of the north 452 feet of said east half; AND EXCEPT for that part designated as K-96 right-of-way; AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

The Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6th P.M.; EXCEPT for that part beginning at the southwest corner of said Southwest Quarter; thence north along the west line of said Southwest Quarter, 530 feet; thence east parallel to the south line of said Southwest Quarter, 290.4 feet; thence south parallel to said west line, 340 feet; thence west parallel to said south line, 61.14 feet; thence south parallel to said west line, 190 feet to the south line of said Southwest Quarter; thence west along said south line to point of beginning; AND EXCEPT that part designated as 37th Street North right-of-way; AND EXCEPT that part designated as 135th Street West right-of-way.

And Also:

A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as: Commencing at the Northeast corner of Section 12, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence along the east line of said Section 12 a distance of 300.00 feet; thence west, parallel with the north line of said Northeast Quarter, a distance of 52.50 feet to a point on the westerly right of way line of 159th Street East as described in Film 1668, Page 2, Sedgwick County Register of Deeds office; said point being the point of beginning; thence west, parallel with the north line of said Northeast Quarter, a distance of 747.50 feet to a point 800.00 feet west of the east line of said Northeast Quarter; thence south, parallel with said east line, a distance of 140.00 feet to a point 440.00 feet south of the north line of said Northeast Quarter; thence west, parallel with said north line a distance of 529.00 feet; thence south deflecting left 89°44'00", a distance of 2218.14 feet to the south line of said Northeast Quarter; thence east, a distance of 1319.18 feet to the southeast corner of said Northeast Quarter; thence north 2309.84 feet to a point 350.00 feet south of the northeast corner of said Northeast Quarter; thence west, parallel with the north line of said Northeast Quarter, a distance of 30.00 feet; thence northwest along the westerly right of way line of said Film 1668, Page 2 to the point of beginning, EXCEPT for that part designated as 159th Street Right-of-Way.

And Also:

Tracts of land in the Northwest Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as:

Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 1016 feet west of the east line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter to a point 559.21 feet north of the north right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence west parallel to the north line of said Northwest Quarter 300 feet; thence north parallel to the west line of said Northwest Quarter to a point 531.59 feet, more or less, south of the north line of said Northwest Quarter ; thence west parallel to the north line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence east along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as:

Beginning at the intersection of the south right-of-way line of U.S. Highway 54 and the east line of said Northeast Quarter; thence south along said east line 460

feet; thence west parallel to the north line of said Northeast Quarter 467 feet; thence north parallel to said east line to the south right-of-way line of U.S. Highway 54; thence east along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., described as:

Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 396.69 feet east of the west line of said Northwest Quarter; thence south parallel to said west line to a point 589.29 feet south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 151st Street West; thence south along said east right-of-way line 162.2 feet; thence east parallel with said north line to a point on the west line of United Industrial Addition, said point being 546.69 feet east of the west line of said Northwest Quarter; thence south along said west line of said Addition to the south line of said Addition; thence east along said south line and said south line extended to the east right-of-way line of United Circle; thence northerly along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line to the point of beginning.

And Also:

A tract of land in the Northeast Quarter of Section 17, Township 28 South, Range 1 West of the 6th P.M., described as: Eliot Second Addition, Wichita, Sedgwick County Kansas.

And Also:

Tracts of land described as: That part of the east half of the Northwest Quarter lying north of the railroad right-of-way in Section 36, Township 27 South, Range 2 West of the 6th P.M., except the portion condemned in Case A-38302 and except that portion deeded to the State of Kansas in Deed Book 1419, Page 413

And Also:

A tract of land in the Northeast Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M., described as:

Beginning at the intersection of the west right-of-way line of West Street and the south line of said Northeast Quarter; thence west along said south line to the east line of the Missouri Pacific Railroad right-of-way; thence north along said east right-of-way line 642.44 feet; thence east parallel to the south line of said Northeast Quarter to the west right-of-way line of West Street; thence south along said west right-of-way line to point of beginning.

And Also:

The west 130 feet of the following described tract: Beginning at a point 180 feet west of the northeast corner of the Northwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence west along the north line of said Northwest Quarter, 510 feet; thence south parallel with the east line of said Northwest Quarter, 420 feet; thence northeasterly 563.8 feet, more or less, to a point 180 feet west and 180 feet south of the northeast corner of said Northwest Quarter; thence north 180 feet to the point of beginning, EXCEPT for that part designated as 47th Street South right-of-way.

And Also:

A tract of land in the Southwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. described as:

Lots 1, 2, 3 and 4, Deer Creek Estates Second Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P. M., described as: Commencing at the northwest corner of said Northwest Quarter; thence S00˚E along the west line of said Northwest Quarter 1139 feet for a place of beginning; thence continuing S00˚E, 258.26 feet; thence N89˚48'30"E, 683.76 feet; thence N00˚E, 175 feet; thence N44˚09'W, 132.99 feet; thence S88˚36'W, 591.3 feet to the point of beginning, EXCEPT for that part designated as Meridian Avenue right-of-way.

And Also:

A tract of land in Section 11, Township 28 South, Range 1 East of the 6th P.M. described as:

Lot 1, Block A, Dunnegan Industrial Addition, Wichita, Sedgwick County, Kansas

And Also:

Tracts of land in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, all of Township 28 South, Range 1 East of the Sixth Principal Meridian, described as; All of Lots 4 and 5, Block B, TOGETHER WITH all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block C, TOGETHER WITH all of Lots 6, 7, 8, 9, 10, and 11, Block E, TOGETHER with all of Lots 1, 2, 3, 4, and 5, Block F, all in Woodvale Addition, Sedgwick County, Kansas, TOGETHER WITH that part of Lot 3 in said Block B, and that part of Lots 3, 16, and 17 in said Block C, and that part of Lots 7, 8, and 9 in said Block D, and that part of Holyoke Ave., Clifton Ave., and 62nd St. So. as dedicated in said Woodvale Addition lying south of the following described line: Commencing at the SW

corner of the SW ¼ of Sec. 26, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, said SW corner also being the SW corner of said Woodvale Addition; thence northerly along the west line of said SW ¼, and along the west line of said Woodvale Addition, 742.59 feet to the intersection with the south line of Right-of-Way Agreement, (Film 215, Page 1009), and for a point of beginning; thence easterly with a deflection angle to the right of 92˚47'39", 310.00 feet; thence easterly with a deflection angle to the left of 02˚46'24", 1006.62 feet to a point on the east line of the SW ¼ of said SW ¼, and on the east line of said Woodvale Addition, said point being 721.69 feet north of the SE corner of the SW ¼ of said SW ¼, said SE corner also being the SE corner of said Woodvale Addition, and there ending, TOGETHER with all of Myrtle Drive as dedicated in said Woodvale Addition, TOGETHER WITH all of Vassar Avenue as dedicated in said Woodvale Addition, TOGETHER WITH that part of Government Lot 1 in the NE ¼ of Sec. 34, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas and that part of Government Lot 4 in the SE ¼ of Sec. 27, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying northeasterly of the following described line: Commencing at the NE corner of said Government Lot 1; thence S01˚09'09"E along the east line of said Government Lot 1, 795.57 feet to the mean high bank of the Arkansas River, and for a point of beginning; thence N51˚09'09"W along said mean high bank, 200.00 feet; thence N33˚51'09"W along said mean high bank, 148.00 feet; thence N68˚04'58"W, 305.07 feet; thence N28˚53'28"W along said mean high bank, 133.00 feet; thence N41˚53'28"W along said mean high bank, 193.00 feet; thence N48˚53'28"W along said mean high bank, 413.00 feet; thence N50˚59'28"W along said mean high bank, 393.75 feet; thence N41˚22'41"W along said mean high bank, 186.35 feet; thence N32˚44'07"W along said mean high bank, 222.86 feet to a point on the south right-of-way line of Right-of-Way Agreement, (Film 215, Page 1009), and there ending, and lying south of that part of said Right-of-Way Agreement, (Film 215, Page 1009), described as follows: Commencing at the SE corner of said Government Lot 4; thence northerly along the east line of said Government Lot 4, 742.59 feet for a point of beginning; thence west with a deflection angle to the left of 89˚58'45" a distance of 1006.10 feet; thence south 15.00 feet along a deflection angle to the left of 90˚00'00"; thence west 300.00 feet along a deflection angle to the right of 90˚00'00"; thence south 25.00 feet along a deflection angle to the left of 90˚00'00" to a point, which point is 1306.10 feet west and 40.00 feet south of the point of beginning; thence west 335.00 feet, more or less, along a deflection angle to the right of 90˚00'00", to a point on the east established bank line of the Big Arkansas River, and there ending, TOGETHER with the west 20.00 feet of Right-of-Way Agreement, (Film 242, Page 464), lying in Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, and TOGETHER WITH the west 20.00 feet of the south 275.93 feet of the north 335.93 feet of said Government Lot 2, EXCEPT for that part designated 63rd Street South.

And Also:

Tracts of land located in Sections 26 and 27, Township 28 South, Range 1 East of the 6th P.M. described as: The south 1082.30 feet of the northwest quarter of the Southwest Quarter of said Section 26, EXCEPT that part designated as Clifton Avenue right-of-way TOGETHER WITH the south 1082.30 feet of Government Lot 3 located in the Southeast Quarter of said Section 27.

And Also:

Tracts of land in Sections 22, 23, 26 and 27, Township 28 South, Range 1 East of the 6th P.M., described as follows: Beginning at the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23; thence north along the east line of the southwest quarter of the Southwest Quarter of said Section, to a point 1314.48 feet south of the north line of the Southwest Quarter of said Section; thence west parallel to said north line, to the west right-of-way line of Clifton Street; thence north along said west right-of-way line to a point on the north line of Reserve "G", Meadowlake Beach Addition, Wichita, Segwick County, Kansas; thence S79°41'19"W along the north line of said Reserve "G" to a point 174.43 feet west of the east line of Lot 1, Pinaire Mobile Home Park to Sedgwick County, Kansas; thence N30°00'23"W, 35.00 feet; thence S59°59'37"W, 1154.85 feet to a point 225.61 feet north of the south line of said Lot 1; thence S89°59'54"W parallel with the south line of said Lot 1, 570.00 feet to a point on the west line of said Lot 1; thence S00°00'06"E, 225.61 feet to the southwest corner of said Lot 1, said point being on the north line of Government Lot 4, located in the Southeast Quarter of said Section 22; thence west along said north lot line to the east bank of the Arkansas River; thence south along said east bank to the intersection of said east bank and the centerline of a ditch, said point also being 830 feet south of the north line of Government Lot 2 in the Northeast Quarter of said Section 27; thence northeasterly along said ditch centerline to a point located 58.5 feet south of the north line of the southwest quarter of the Northwest Quarter of said Section 26 and 568 feet east of the west line of said southwest quarter of the Northwest Quarter; thence north along a line parallel to said west line to said north line; thence east along said north line to the west right-of-way line of Clifton Avenue; thence north along said west right-of-way line to the south right-of-way line of 55th Street; thence west along said south right-of-way line to the west line of the Northwest Quarter of said Section 26; thence south along said west line to a point located 200 feet south of the northwest corner of said Northwest Quarter ; thence west along a line parallel to the north line of the Northeast Quarter of said Section 27 a distance of 765 feet; thence north parallel to the east line of said Section 27 and said Section 22 a distance of 800 feet; thence east parallel to the south line of said Section 22 a distance of 490 feet; thence south parallel to the east line of said Section 22 a distance of 190 feet; thence east parallel to the south line of said Section 22 a distance of 275 feet to the west line of the Southwest Quarter of said Section 23; thence south along said

west line to the south line of the southwest quarter of the Southwest Quarter of said Section 23; thence east along said south line to the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23 and point of beginning

And Also:

Tracts of land in the Southeast and Southwest Quarters of Section 23, Township 28 South, Range 1 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of 55th Street South and the west right-of-way line of the ATS&F Railroad, thence north along said west right-of-way line to the northeast corner of said Southwest Quarter; thence west along the north line of said Southwest Quarter to the east right-of-way line of Clifton Avenue; thence south along said east right-of-way line to the north right-of-way line of 55th Street South; thence east along said north right-of-way to the point of beginning.

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:

Reserve B, Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:

Reserve C and Lot 7, Block A; both in Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

That part of the west half of the Northwest Quarter of Section 4, Township 28 South, Range 2 East of the 6th P.M., described as follows: Beginning at the northwest corner of said Northwest Quarter; thence east along the north line of said Northwest Quarter, 1328.70 feet to the northeast corner of the west half of said Northwest Quarter; thence south along the east line of said west half, 1476.34 feet; thence N81˚07’31”W, 357.15 feet; thence N75˚45’41”W, 304.16 feet; thence N83˚53’08”W, 64.29 feet; thence N89˚35’43”W, 612.88 feet to a point on the west line of said Northwest Quarter; thence north along said west line , 1333.53 feet to the point of beginning, EXCEPT that part designated as Webb Road (95th Street East) right-of-way, AND EXCEPT that part designated as Pawnee Avenue (23rd Street South) right-of-way.

And Also:

A tract of land described as:

The Northeast Quarter of Section 3, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT that part designated as Pawnee Avenue (23rd Street South) right-of-way, AND EXCEPT that part designated as 127th Street East right-of-way.

And Also:

Tracts of land located in the Southwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M., described as commencing at the northwest corner of said Southwest Quarter; thence S89°48'32"E, along the north line of said Southwest Quarter, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said Southwest Quarter ; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the point of beginning.

And Also:

Tracts of land in Sections 23 and 24, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the east line of said Section 24 and the south right-of-way line of Central; thence south along said east line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section 24; thence north to the north line of said Southwest Quarter; thence west to the east line of the west half of said Southwest Quarter; thence south to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of K-96 Highway; thence northerly and easterly along said east right-of-way line and the southeast right-of-way line of the K-96 Highway/Kansas Turnpike interchange to the east right-of-way line of 143rd Street East; thence south along said east right-of-way line to a point 1275.27 feet north of the south line of the Northwest Quarter of said Section 24, said point being the westernmost northwest corner of Lot 2, Block A, Clark Estates Addition; thence S89°49'00"E, 29.23 feet; thence northerly 412.65 feet along the west line of said Lot 2 to the north line of said Addition; thence east along said north line 151.93 feet to the east line of said Addition; thence southerly along said east line to the southeast corner of Lot 1, Block A of said Addition and the north line of Shadybrook Meadow Addition; thence easterly 67.59 feet along said north line to the westernmost corner of Lot 3, Block A, of The Estates at Shadybrook; thence northerly and easterly along the west line of said Lot 3 and of Lots 4 and 5, Block A in said Addition to the northwest corner of said Lot 5; thence easterly 67.44 feet along the north line of said Lot 5 to the southwest corner of Lot 5, Block 1, Scottsdale at

Shadybrook Farm Addition; thence northeasterly along the west line of said Addition to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the point of beginning.

And Also:

Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the north right-of-way line of Central Avenue and the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the west right-of-way line of 159th Street East; thence south along said west right-of-way line to the north right-of-way line of Central Avenue; thence west along said north right-of-way line to point of beginning.

And Also:

Tracts of land in Section 26, Township 29 South, Range 4 West of the 6th P. M., Sedgwick County, Kansas described as: All of said Section EXCEPT the east 1396 feet of the south 537 feet AND EXCEPT for that part designated as perimeter road rights-of-way.

And Also:

Tracts of land lying in the Northeast and Southwest Quarters of Section 14, Township 28 South, Range 1 West of the 6th P.M. described as:

Broad Street Industrial Park Addition to Sedgwick County, Kansas

SECTION 2. That the following blocks, parcels, pieces and tracts of land be and they are hereby excluded from the corporate limits of the City of Wichita, even though completely surrounded by the territory of the City of Wichita, and nothing herein shall otherwise be construed as incorporating or including such blocks, parcels, pieces and tracts of land within the City limits, such lands being described as follows:

(a) Beginning at the intersection of the north line of Kellogg Street right-of-way and the Center Line of Woodlawn Boulevard; thence north along said Center Line to the Center Line of Douglas Avenue; thence west along said Center Line to the west line of Woodlawn Heights Addition; thence north along said west line a distance of 655 feet; thence east 377 feet; thence north 655 feet more or less, to the north line of the south half of the Northeast Quarter of Section 24, Township 27 South, Range 1 East of the 6th P.M.; thence east along said north line and the

south line of Cresthill Manor Addition to the east line of the west half of Section 19, Township 27 South, Range 2 East of the 6th P.M.; thence south along said east line to the south line of Block U, Eastborough 3rd Addition; thence west to the east line of Block DZ, in said Addition, extended from the south; thence south along said east line and the east line of Block EZ, in said Addition, to the north right-of-way line of Kellogg Street; thence west along said north right-of-way line to the point of beginning.

(b) Tracts of land in Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of Greenwich Road, said point being 270 feet north of the south line of the Northeast Quarter of said Section 28; thence south along said west right-of-way line to the north line of the south half of the north half of the southeast quarter of the Southeast Quarter of said Section; thence west parallel to said south line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the south line of the Northeast Quarter of said Section 28; thence east along said south line to a point 1948 feet west of the east line of said Northeast Quarter; thence north parallel to said east line 270 feet; thence east parallel to the south line of said Northeast Quarter to point of beginning.

(c) A tract of land in the Southwest Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Greenwich Road and the north right-of-way line of Harry Street; thence north along said east right-of-way line to the north line of the south half of said Southwest Quarter; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the point of beginning.

(d) A tract of land located in the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: The southeast quarter of the southeast quarter of said Southeast Quarter of Section 28, EXCEPT for the east 600 feet of the south 600 feet thereof, AND EXCEPT that part designated as Harry Street right-of-way, AND EXCEPT that part designated as Greenwich Road right-of-way.

(e) A tract of land located in the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., described as:
Lot 1, Block 1 Sedgwick County East Yard Addition, Sedgwick County, Kansas.

(f) The south half of the northeast quarter of the Southeast Quarter of Section 34, Township 27 South, Range 2 East of the 6th P.M., EXCEPT that part designated as 127th Street East right-of-way.

(g) Beginning at the south right-of-way line of Douglas and the west right-of-way line of 127th Street East; thence south along said west right-of-way line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 726 feet east of the west line of the Southeast Quarter of Section 22, Township 27 South, Range 2 East of the 6th P.M.; thence north parallel to said west line to a point 1320 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of Douglas; thence east along said south right-of-way line to the point of beginning.

(h) A tract of land in Sections 9, 16 and 21, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 13th Street North, and the east right-of-way line of Webb Road.; thence east along said south right-of-way line to a point 272.31 feet east of the west line of the Northeast Quarter of said Section 16; thence north parallel to said west line to the south line of the Southeast Quarter of said Section 9; thence east along said south line to the west line of the east half of said Southeast Quarter; thence north along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to a point 585 more or less feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of 13th Street North; thence west along said south right-of-way line to a point 642.45 feet west of the east line of the Northeast Quarter of said Section 16, said point also being the northwest corner of Lot 1, Block 1, Kiser West Addition; thence south along the west line of said Lot 1 to the southwest corner of said Lot 1; thence S00°32'23”E, 279.88 feet; thence N88°56'33”E, 337.33 feet to the west line of said Addition; thence south along said west line to the southeast corner of Lot 9, Block 1 of said Addition; thence east along the south line of said Lot 9 to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to a point 663.23 feet north of the south line of the Southeast Quarter of said Section 16; thence west parallel to said south line to a point 485 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said east line extended to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to the north line of the southeast quarter of the Southeast Quarter of said Section 21; thence west along said north line to the west line of the southeast quarter of said Southeast Quarter; thence south along said west line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the south right-of-way line of Central Avenue; thence easterly along said south right-of-way line to the east right-of-way line of Elder, thence north along said east line to the center line of Chamberlin; thence west along said center line to the east line of Lot 45, , Block

2, Lynch Addition to Travel Air City extended; thence north along said east line and the east lines of Lot 57 and 58, Block 2 of said Addition to the north line of said Lot 58; thence west along said north line to the east right-of-way line of Beech Road; thence north along said east right-of-way line to a point 91 feet south of the north line of the Southwest Quarter of said Section 16; thence west to the east line of the East Side Development Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to beginning.

(i) A tract of land in Sections 9, 10, and 15, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9; thence north along the west line of the northeast quarter of said Southeast Quarter to a point located 423.11 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the Northeast Quarter of said Section 9; thence east along said south line and the south line of the Northwest Quarter of said Section 10 to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point 1312 feet south of the north line of the Northwest Quarter of said Section 10; thence east to a point 998 feet east of the west line of said Northwest Quarter; thence south parallel to said west line, 610 feet; thence east parallel to said north line of said Section 10, to the west right-of-way line of K-96 Highway; thence north along said west right-of-way to the southeast corner of Reserve C on Cross Pointe, 2nd Addition, Sedgwick County; thence east parallel to the north line of said Section 10, to the west line of the east half of said Section 10; thence south along said west line and the west line of the Northeast Quarter of said Section 15 to the westerly right-of-way line of K-96 Highway; thence northerly along said westerly right-of-way line to the south line of the Burlington Northern Railroad right-of-way; thence west along said south right-of-way line a distance of 894.72 feet; thence south to a point 755.95 feet north and 1320 feet east of the southwest corner of the Southwest Quarter of said Section 10, said point being located on the north line of Dillon 12th Addition to Sedgwick County, Kansas; thence west along said north line and said north line extended to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the northeast quarter of the Southeast Quarter of said Section 9; thence west along said south line to the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9, said corner being the point of beginning.

(j) The southwest quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., EXCEPT for the south 660 feet of the east 330 feet of said southwest quarter of the Northeast Quarter AND EXCEPT that part designated as 33rd Street North right-of-way.

(k) A tract of land in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M. described as: That part of said Northeast Quarter lying south of South Harbor Addition and west of KPTS Addition and USD 259 Addition.

(l) That part of K-96 Highway right-of-way in the Southeast Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M. lying west of 127th Street East.

(m) A tract of land located in the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M. described as:
Beginning at the intersection of the north right-of-way line of 29th Street North and the west line of said Southeast Quarter; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to a point 1145 feet west of the east line of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to point of beginning.

(n) A tract of land located in the North Half of Section 33, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:
Beginning at the intersection of the south right-of-way line of 37th Street North and the west right-of-way line of the Kansas Southwestern Railroad; thence east along said south right-of-way line to a point 360 feet west of the east line of the west half of the Northeast Quarter of said Section 33, thence southerly perpendicular to the north line of said Northeast Quarter, to a point 95 feet south of said north line ; thence S55°55’48”E, 30.01 feet; thence east parallel with the north line of said Northeast Quarter, 79.12 feet; thence N75°26’48”E, 16.46 feet; thence east parallel with the north line of said Northeast Quarter, 22.67 feet; thence S44°12’31”E, 45.52 feet; thence southeasterly, 350.27 feet, more or less, to a point on the east line of the west half of said Northeast Quarter, said point being 440 feet south of the northeast corner of the west half of said Northeast Quarter; thence south along said east line to the south line of the north half of said Section 33, thence west along said south line to the west right-of-way line of the Kansas Southwestern Railroad; thence northerly and westerly along said west right-of-way line to the south right-of-way line of 37th Street North and point of beginning.

(o) A tract of land located in the Northwest Quarter of Section 4, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as: Beginning at the intersection of the east line of said Northwest Quarter and the

south right-of-way line of 29th Street North; thence south along said east line to a point 600 feet south of the north line of said Northwest Quarter; thence west 150 feet to a point 600 feet south of said north line; thence north parallel with the east line of said Northwest Quarter a distance of 450 feet; thence west 435 feet to a point 150 feet south of the north line of said Northwest Quarter; thence north parallel with the east line of said Northwest Quarter to the south right-of-way line of 29th Street North; thence east along said south right-of-way line to point of beginning.

(p) Tracts of land located in the Sections 15, 11, 3 and 10 all of Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:
Beginning at the intersection of the south right-of-way line of 21st Street North and the north line of the Missouri Pacific Railroad right-of-way; thence southeasterly along said north right-of-way line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the south right-of-way line of 13th Street, extended from the west; thence west along said south right-of-way line,to a point 3000.15' east of the west line of the Northwest Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence north,
to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of 21st Street North; thence east along said south right-of-way line to point 1213.53 feet east of the west line of the Northeast Quarter of Section 10, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence north to the north right-of-way line of 21st Street north; thence east along said north right-of-way line to the north right-of-way line of the Missouri Pacific Railroad; thence southeasterly to point of beginning.

(q) A tract of land in the Northwest Quarter of Section 29, Township 27 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the south line of said Northwest Quarter, said point being 1665 feet west of the southeast corner of said Northwest Quarter; thence northeasterly for a distance of 173.30 feet; thence northeasterly with a deflection to the left of 00˚04' for a distance of 353.81 feet; thence northeasterly with a deflection to the left of 01˚31' for a distance of 443.94 feet; thence northeasterly with a deflection to the left of 36˚27' for a distance of 337.02 feet; thence northwesterly with a deflection to the left of 42˚41' for a distance of 114 feet, more or less, to the easternmost corner of Oatman Addition to Sedgwick County, Kansas; thence northwesterly along the east line of Oatman Addition to the northerly line of said Addition; thence northeasterly with a deflection to the right 57˚46 for a distance of 290.95 feet, thence northeasterly with a deflection to the right of 22˚44' for a distance of 462.24 feet; thence with a deflection to the left of 19˚48' to the south right-of-way

line of Maple Street; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to point of beginning.

(r) Tract of land in the Southwest Quarter of Section 30, Township 27 South, Range 1 West described as:
Beginning at the northeast corner of said Section; thence south along the east line of said Southwest Quarter to the north line of Brady Addition; thence west along said north line to the west line of said Addition; thence south along said west line to a point 338 feet north of the north right-of-way line of U.S. Highway 54 as condemned in Case No. A-38302; thence west parallel with said north right-of-way line for a distance of 284 feet; thence north parallel to the east line of said Southwest Quarter to a point 514.21 feet south of the north line of said Southwest Quarter; thence east parallel to said north line 482.37 feet; thence north parallel to the east line of said Southwest Quarter 260 feet; thence west parallel to the north line of said Southwest Quarter 482.37 feet; thence north parallel to the east line of said Southwest Quarter to the north line of said Southwest Quarter; thence east along said north line to point of beginning.

(s) A tract of land in the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M. described as:
Beginning at a point on the west right-of-way line of Meridian Avenue, said point being 731.51 feet north of the south line of said Section; thence west parallel to said south line to a point 1270.5 feet west of the east line of said Section; thence south parallel to the east line of said Section 240 feet; thence east parallel to the south line of said Section to the west right-of-way line of Meridian Avenue; thence north to point of beginning.

(t) Tracts of land in the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. and the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south right-of-way line of 47th Street South; thence south along said west right-of-way line to the south line of said Northeast Quarter; thence east along said south line and the south line of said Northwest Quarter to the east line of the west half of said Northwest Quarter of Section 19; thence north along said line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to point of beginning, EXCEPT that part platted as Lots 1 and 2, Block A, Edwards Estates Addition, Sedgwick County, Kansas.

(u) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located on the south line of Phat An Temple Addition; thence east along said south line, to the east line of said Addition; thence north along said east line and the east line of Erin Springs Addition, to the north line of said Addition; thence west along said north line and the north line of Lucas Springs Addition, to the east right-of-way line of West Street; thence south along said east right-of-way line, to point of beginning.

(v) A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 47th Street South; thence south along said east line to a point 835feet north of the south line of said Northwest Quarter; thence west parallel to said north line 40 feet; thence north parallel to said east line to the south right-of-way line of 47th Street South; thence east along said south right-of-way line to beginning.

(w) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located 992.15 feet south, more or less, of the north line said Southwest Quarter; thence east along a line parallel to said north line, to a point 298.71 feet east of the west line of said Southwest Quarter and the southernmost southeast corner of Trimmel Addition; thence north along the east line of said Addition, 60 feet to the south line of said Addition; thence east along said south line, 26.29 feet; thence south 504.98 feet along a line parallel to the west line of said Southwest Quarter; thence west along a line parallel to the north line of said Southwest Quarter to the east right-of-way line of West Street; thence north along said east right-of-way line, to the point of beginning.

(x) A tract of land in the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of 127th Street East, said point being 744.45 feet south of the north line of said Southeast Quarter; thence west parallel to said north line to a point 258.72 feet west of the east line of said Southeast Quarter; thence north parallel to the east line of said Southeast Quarter 208.72 feet; thence east parallel to the north line of said Southeast Quarter to the west right-of-way line of 127th Street East; thence south along said west right-of-way line to point of beginning.

(y) A tract of land in the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. described as: Beginning 802.39 feet north and 1172.96 feet west of the southeast corner of said Southeast Quarter; thence north 75 feet; thence west 85 feet; thence south 75 feet; thence east 85 feet to beginning.

(z) A tract of land in the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at a point on the west line of said Northwest Quarter located 890 feet south of the north line of said Section 23; thence east parallel with said north line to a point 505 feet east of the west line of said Northwest Quarter; thence N 53°52'52" E, a distance of 359.16 feet; thence N 90°00'00" E, a distance of 200.00 feet; thence S 00°08'44" E, parallel with the east line of the west half of said Northwest Quarter, a distance of 67.39 feet, more or less, to the approximate center line of a creek; thence following the approximate center line of said creek, S22°00'44"W, 47.92 feet; thence S16°02'04"W, 110.34 feet; thence S00°29'36"W, 84.54 feet; thence S09°57'36"W, 127.74 feet; thence S02°59'31"E, 145.34 feet; thence S16°06'19"W, 133.72 feet; thence S29°37'55"W, 120.21 feet; thence S54°33'50"W, 43.77 feet; thence S69°46'35"W, 53.87 feet; thence S61°36'54"W, 65.25 feet; thence S43°39'57"W, 79.48 feet; thence S30°03'00"W, 91.40 feet; thence S42°56'45"W, 87.09 feet to a point 530.00 feet east of the west line of said Northwest Quarter; thence west to a point on said west line, said point being 1760 feet, more or less, south of the north line of said Northwest Quarter; thence north along said west line to point of beginning, EXCEPT for that part designated as Hillside road right-of-way.

(aa) A tract of land in the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of east right-of-way line of Maize Road and the south right-of-way line of 29th Street North, thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of Government Lot 3 ; thence west along said south line and said south line extended to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the point of beginning.

(bb) Tracts of land in Section 7, Township 28 South, Range 1 West of the 6TH P.M., described as: Beginning at a point on west right-of-way line of Maize Road, said point being located 777.66 feet south of the north line of said Section; thence west along a line parallel to said north line, to a point located 625 feet west of the east line of said Section; thence north parallel with said east line, 333.80 feet, more or less; thence east parallel with said north line, 256.47 feet; thence N01°35'13"E, 202.92 feet; thence east parallel with said north line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the point of beginning.

(cc) A tract of land described as that part of K-254 Highway right-of-way lying in the North Half of Section 27, Township 26 South, Range 1 East of the 6th P.M.

(dd) A tract of land in the east half of Section 27, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way of Hillside Avenue and the west right-of-way line of the Union Pacific Railroad, thence south along said west right-of-way line of Hillside Avenue to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the north right-of-way line of 37th Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section, thence north along said east line and said east line extended north to the south line of the north half of the Northeast Quarter of said Section; thence easterly along said south line bearing N89˚52'48"E a distance of 2262.56 feet to a point on the northwest right-of-way line of the Rock Island Railroad; thence along said northwest right-of-way line bearing N30˚19'25"E a distance of 339.04 feet; thence N59˚40'35"W a distance of 25 feet; thence N30˚19'25"E, a distance of 300 feet to point of beginning.

(ee) A tract of land in the Northwest Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Meridian Avenue and the south line of the north half of said Northwest Quarter, thence east along said south line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to a point 700 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 130 feet; thence west parallel to said south line 200 feet; thence south parallel to said west line 130 feet to the south line of said Northwest Quarter; thence west along said south line 60 feet; thence north parallel to said west line a distance of 230 feet; thence west parallel to said south line to the east right-of-way line of Meridian; thence north along said east right-of-way line to the point of beginning

(ff) Tracts of land in the Northeast Quarter of the Section 11, Township 27 South, Range 2 West of the 6th P.M. described as: All of the northeast quarter of the Northeast Quarter of said Section EXCEPT for that part designated as 21st Street North right-of-way AND EXCEPT for that part designated as 135th Street West right-of-way.

(gg) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of 119th Street West and the north line of said Southwest

Quarter, thence east along said north line to a point 316 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 275.7 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to point of beginning.

(hh) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of 119th Street West located 615 feet more or less south of the north line of said Southwest Quarter; thence east parallel to said north line to a point 335 east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 495 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the point of beginning.

(ii) A tract of land in the Southeast Quarter of Section 11, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the west right-of-way line of West Street, said point being located 335 feet south of the north line of said Southeast Quarter; thence west parallel with said north line to a point 500 feet west of the east line of said Southwest Quarter; thence north parallel with the said east line a distance of 300 feet; thence east parallel to said north line to said west right-of-way line; thence south along said west right-of-way line to the point of beginning.

(jj) A tract of land in the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the north right-of-way line of Harry Street and the east right-of-way line of 127th Street East; thence north along said east right-of-line to the south line of the north half of said Southwest Quarter; thence east along said south line to a point located 778.5 feet east of the west line of said Southwest Quarter; thence south parallel to said west line, a distance of 325.41 feet; thence S87˚37’39”E, a distance of 128.77 feet; thence S 38˚ 15’58”E, a distance of 44.36 feet; thence S11˚27’47”W, a distance of 165.81 feet; thence S21˚11’21”E, a distance of 11.72 feet; thence S47˚01’29”W, a distance of 46.10 feet; thence S28˚49’28”W, a distance of 70.61

feet; thence S31˚03'41"W, a distance of 103.24 feet to a point 778.5 feet east of said west line; thence south parallel to said west line, 246.07 feet; thence S59˚27'02"W, a distance of 42.87 feet; thence S39˚27'02"W, a distance of 79 feet; thence S30˚27'02"W, a distance of 123 feet; thence S0˚ 52'58"E, a distance of 30 feet; thence S30˚07'02"W, a distance of 41 feet; thence S0˚32'58"E to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the east right-of-way line of 127th Street East and point of beginning.

(kk) A tract of land in the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M. described as: Beginning at a point located 660 feet west and 660 feet north of the southeast corner of said Southeast Quarter; thence east parallel to the south line of said Southeast Quarter to the west right-of-way line of 119th Street West; thence south and southwesterly along said west right-of-way line to the north right-of-way line of Pawnee Avenue; thence southwesterly and west along said north right-of-way line to a point 660 feet west of the east line of said Southeast Quarter; thence north parallel to said east line to point of beginning.

(ll) A tract of land in the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of Pawnee Avenue and the west right-of-way line of Maize Road, thence west along said south right-of-way line to a point 475 feet west of the east line of said Section; thence south parallel to said east line to point 943 feet south of the north line of said Section; thence east parallel to said north line to the west right-of-way line of Maize Road; thence north along said west right-of-way line to point of beginning.

(mm) A tract of land described as: The east 208 feet of the north 208 feet of the south 1308 feet of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M., EXCEPT for that part designated as Hoover Road right-of-way.

(nn) A tract of land in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. described as: The north 208 feet of the west 417.42 feet of Government Lot 1, EXCEPT for that part designated as 45th Street road right-of-way.

SECTION 3. That if any part or portion of this Resolution shall be held or determined to be illegal, ultra vires or void, the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this Resolution in it entirety shall be held to be ultra vires, illegal or void, then in such event, the boundaries and limits of said City shall be held to be those heretofore established by law.

ADOPTED as amended in Wichita, Kansas**, this 18th day of December, 2012.**

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

SUBJECT: SUB2012-00026 -- Plat of DeWitt 5th Addition located ½ mile north of Pawnee, on the east side of Hoover Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: The site, consisting of one lot on 3.77 acres, is located within Wichita. A zone change (ZON2012-00023) has been approved from SF-5 Single-family Residential to LI Limited Industrial.

Analysis: Water service is available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for extension of sewer. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

Legal Considerations: The Certificate of Petition, Drive Approach Closure Certificate and Resolution have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

Attachments: Certificate of Petition
Drive Approach Closure Certificate
Ordinance
Resolution

(OCA150004 BID 37529-009 CID #76383)

Published in The Wichita Eagle on January 11, 2013
ORDINANCE NO. 49-425

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. ZON2012-00023

Zone change request from SF-5 Single-family Residential to LI Limited Industrial on property described as:

DeWitt 5th Addition, Wichita, Sedgwick County, Kansas.

Generally located ½ mile north of Pawnee, on the east side of Hoover Road.

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 8th day of January, 2013.

ATTEST:

_____ _____
Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, DeWitt Land Company, Inc. a/k/a DeWitt Land Co., Inc., a Kansas Corporation, owner of DeWITT 5TH 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

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within DeWitt 5th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 14th day of November, 2012.

DeWitt Land Company, Inc., a/k/a
DeWitt Land Co., Inc.

By: Michael D. DeWitt
Michael D. DeWitt, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of November, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael D. DeWitt, President of DeWitt Land Company, Inc., a/k/a DeWitt Land Co., Inc., a Kansas Corporation, 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 corporation.

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: 11-7-13)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

DeWitt Land Company, Inc. a/k/a DeWitt Land Co., Inc., a Kansas corporation, owner(s) of that certain real property to be known as DeWitt 5th Addition, Wichita, Sedgwick County, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Hoover Road in excess of the two allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 14th day of November, 2012.

DeWitt Land Company, Inc. a/k/a
DeWitt Land Co., Inc.

By: Michael D. DeWitt
Michael D. DeWitt, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of November, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael D. DeWitt, President of DeWitt Land Company, Inc. a/k/a DeWitt Land Co., Inc., a Kansas corporation, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

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: 11-7-13)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. II-35

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

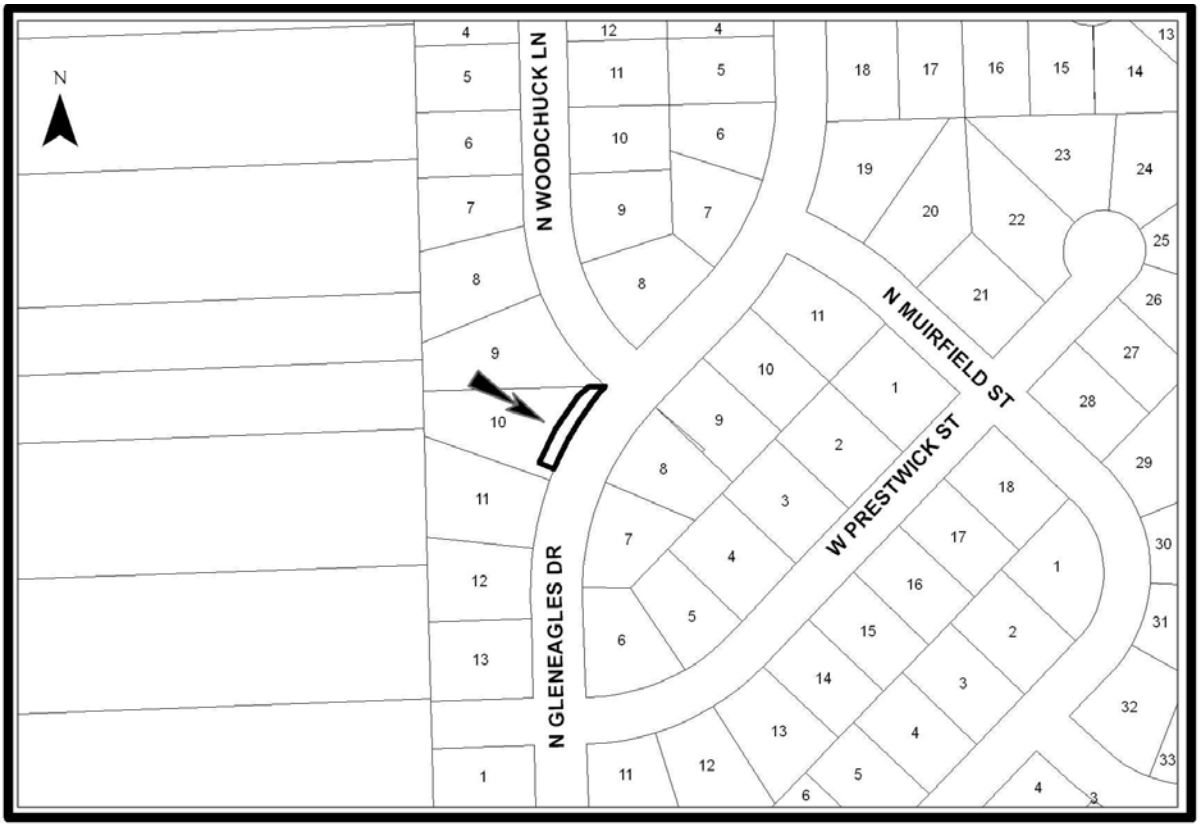
SUBJECT: VAC2012-00036 - Request to vacate a portion of a platted sanitary sewer easement; generally located midway between Tyler and Ridge Roads, south of 2nd Street, on the southwest side of Woodchuck Lane and Gleneagles Drive. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (11-0).



Background: The applicant proposes to vacate all but the south 15 feet of the platted 20-foot wide sanitary sewer easement that runs parallel to the east (front) lot line of Lot 10, Block 8, Gleneagles 2nd Addition and the west side of Gleneagles Drive. There is sewer line and a manhole located in the south end (interior side yard) of this platted easement, thus the south 15 feet of the easement will be retained as measured from the south lot line (interior side yard). There are no other utilities located within the described easement. The Gleneagles 2nd Addition was recorded with the Register of Deeds December 15, 1980.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachment: No attachments are necessary for this vacation request.

Agenda Item No. II-36

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

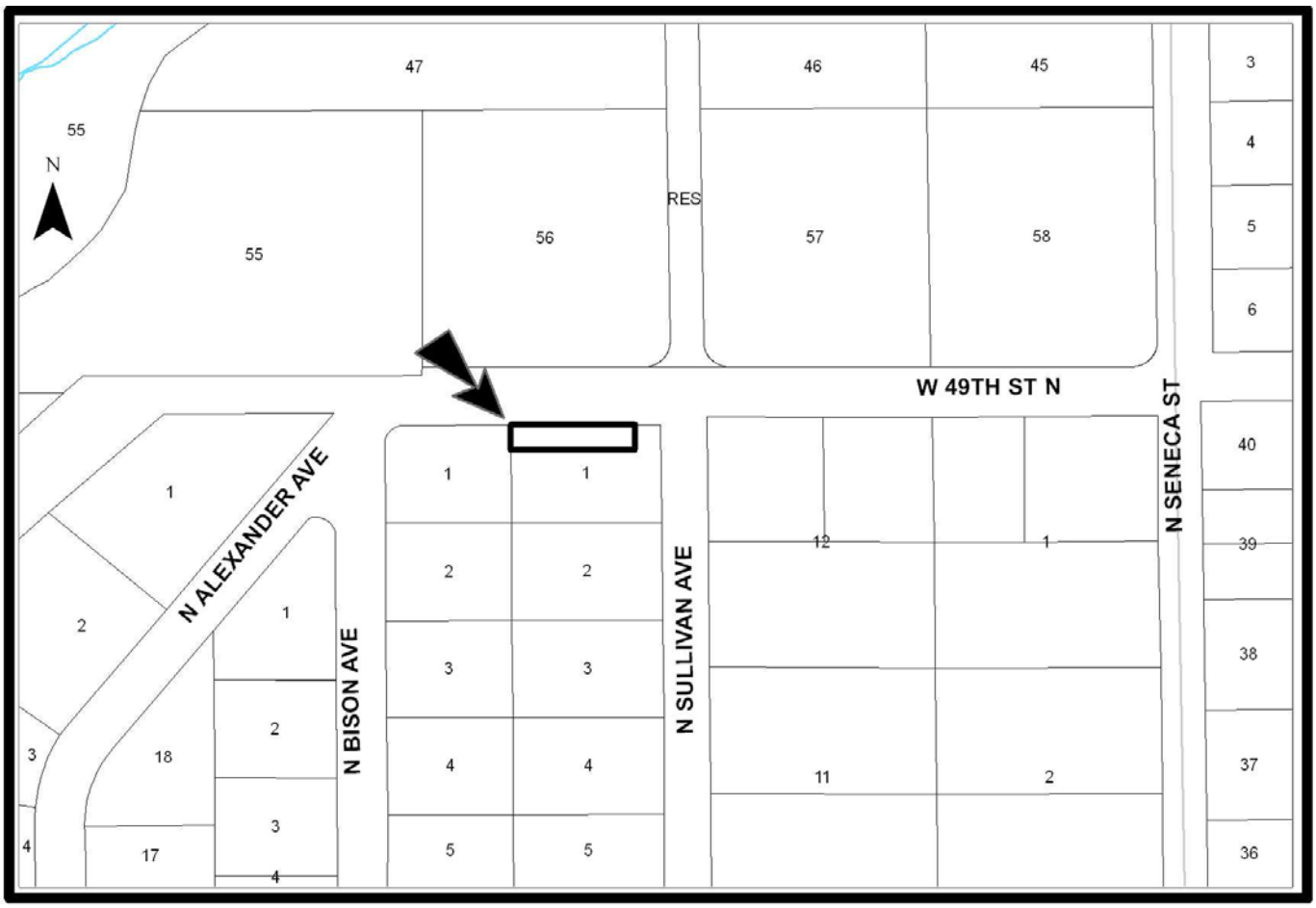
SUBJECT: VAC2012-00037 - Request to vacate a portion of a platted street side yard setback; generally located west of Seneca Street on the southwest corner of 49th Street North and Sullivan Street. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (11-0).



Background: The applicant proposes to vacate the south 18 feet of the platted 30-foot street side yard setback, on the SF-5 zoned corner lot, resulting in a 12-foot street side yard setback; Lot 1, Beulahland Second Addition. The UZC's minimum street side yard setback for the SF-5 zoning district is 15 feet. If the setback was not platted the applicant could have requested an Administrative Adjustment that would reduce the SF-5 zoning district's minimum 15-foot street side yard setback by 20%, resulting in a 12-foot street side yard setback; the applicant's request. Reduction beyond the 12-foot street side yard setback would require a variance, which is a separate public hearing process. There is an 8-foot wide platted easement running through the west 8 feet of the platted setback; the vacation does not allow encroachment into the platted easement or any easements dedicated by separate instruments. There are no utilities located within the described portion of the platted setback. The Beulahland Second Addition was recorded with the Register of Deeds May 20, 1952.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment: No attachments are necessary for this vacation request.

Agenda Item No. II-37

City of Wichita
City Council Meeting
December 18, 2012

TO: Mayor and City Council

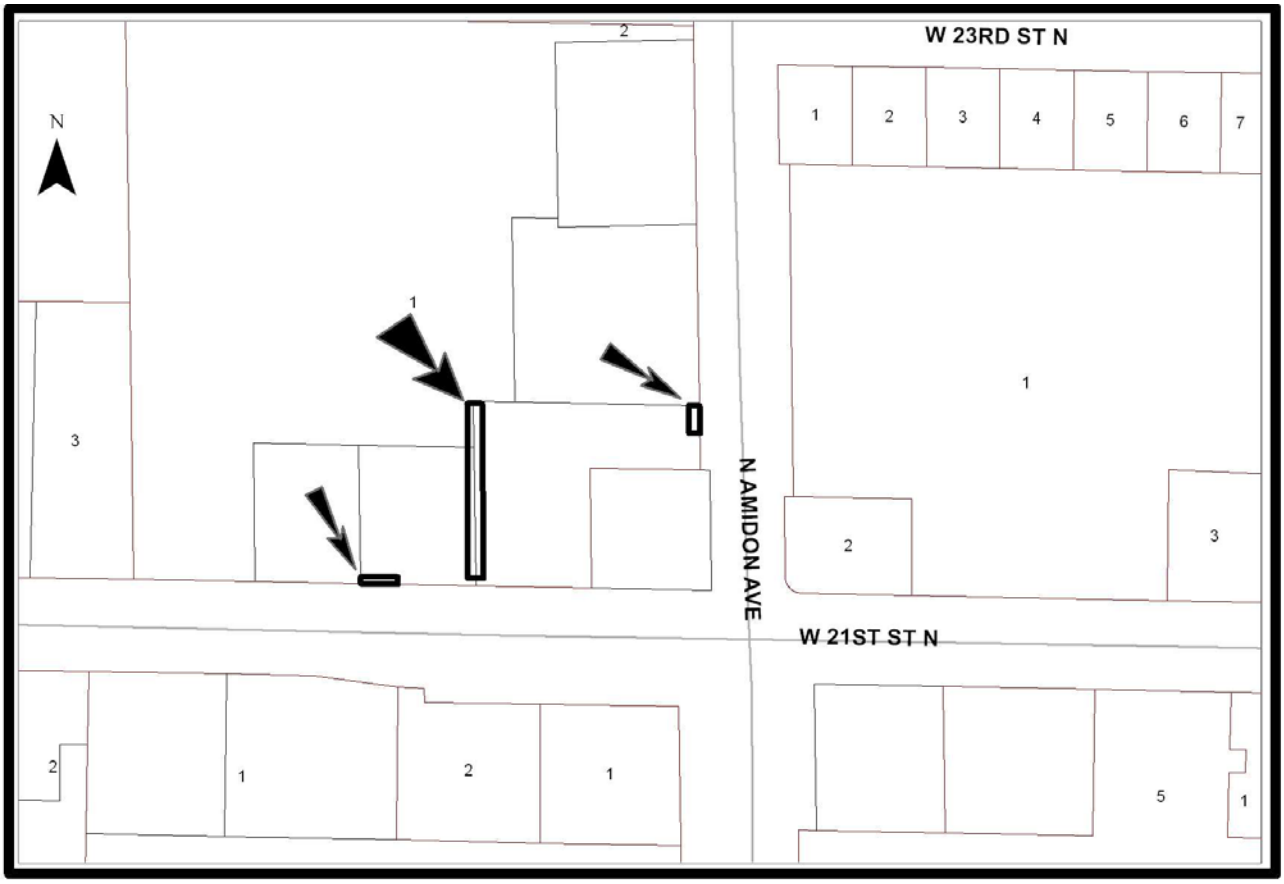
SUBJECT: VAC2012-00039 - Request to vacate portions of access control dedicated by separate instrument and a sanitary sewer easement dedicated by separate instrument; generally located northwest of the 21st Street North and Amidon Avenue intersection. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (11-0).



Background: The applicant is requesting the relocation of a 40-foot wide drive onto 21st Street North that was dedicated by separate instrument; Film 162/Page 1134, vacation case VAC2009-00014. Both the existing and proposed drives are located on the south side of Lot 1, Block A, Sweetbriar Addition. The proposed drive will be moved approximately 80 feet west of its current location. If approved, separation from existing drives will be 150 feet from the nearest west drive and approximately 200 feet from the nearest east drive. There is a raised median in 21st, so movement will be right-in – right-out. There is public water and sewer located in the 21st Street North right-of-way (ROW). There is no stormwater or franchised utilities located in this portion of the 21st Street North ROW.

The application also proposes to vacate a 16-foot wide sewer easement that was dedicated by separate instrument; Misc. Book 616/Page 590. There is a sewer line and Westar equipment in the easement that will be relocated. The applicant has provided plans to Public Works for relocation/abandonment of the sewer line; 2139 PPS. The applicant is working with Westar for the relocation of their equipment. The Sweetbriar Addition was recorded June 16, 1965.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, dedications by separate instruments of a sanitary sewer easement and abutters access rights. A certified copy of the Vacation Order and the dedications by separate instruments of the sanitary sewer easement and access control will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment:

- Dedication by separate instrument of a sanitary sewer easement
- Dedication by separate instrument of abutters access rights

City of Wichita
City Council Meeting
December 18, 2012

TO: Wichita Housing Authority Board Members

SUBJECT: Public Housing Admissions and Continued Occupancy Policy (ACOP)

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Review and approve a revision to the Public Housing Admissions & Continued Occupancy Policy (ACOP) to include a $50 minimum rent.

Background: On October 2, 2012 the Wichita Housing Authority Board approved the 2013 Annual Public Housing Authority (PHA) Plan which included the revised Minimum Rent policy. The revision establishes $50 as the minimum rent each household will pay, effective January 1, 2013 Public Housing tenants.

Analysis: In order to finalize this change the Public Housing Admissions & Continued Occupancy Policy (ACOP) must be amended to reflect the $50 minimum rent policy. As established in the earlier approval, the revised minimum rent policy will be implemented at each tenant's annual recertification throughout the year (2013) and will remain in effect thereafter. Tenants who experience a qualified financial hardship associated with the minimum rent policy may request an exemption to the minimum rent. This amendment affects the Public Housing program only; the Section 8 Housing Choice Voucher program has had a $50 minimum rent policy since 2006.

Financial Considerations: Public Housing tenants will be required to pay a $50 minimum rent.

Legal Considerations: The Law Department has approved the Admissions and Continued Occupancy Policy as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board review and approve a revision to the Public Housing Admissions and Continued Occupancy Policy (ACOP) to include a $50 minimum rent.

Attachments: Revised language in the Public Housing Admissions and Continued Occupancy Policy.

V. Determination of Rent

Part I – Determination of Total Tenant Payment
The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income

2. 30% of the family's adjusted monthly income

3. The Minimum rent is $50. (Approved by WHAB 10-02-12)

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

A. Minimum Rent.

The Wichita Housing Authority has set the minimum rent at $50.00. However, if the family requests a financial hardship exemption, the Wichita Housing Authority will suspend the minimum rent for the family beginning the month following the family's financial hardship request. The suspension will continue until WHA can determine whether a financial hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent, nor will they be evicted for not paying the minimum rent.

Procedures for Participant Notification

WHA staff shall notify all participant families subject to a minimum rent of their right to request a financial hardship exemption from paying minimum rent.

WHA staff shall notify all Public Housing tenants at their annual recertification appointment of their right to request a financial hardship exemption from minimum rent.

WHA staff shall notify all families at the time of lease-up of their right to request a minimum rent financial hardship exemption.

WHA staff shall document resident files showing that the family was notified of the right to request a minimum rent financial hardship exemption at the time of lease-up and annual recertification.

WHA shall modify the City of Wichita Housing Authority Dwelling Lease Agreement to include the Minimum Rent policy.

1. A financial hardship exists in the following circumstances:

a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would

be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

b. When the family would be evicted because it is unable to pay the minimum rent;

c. When the income of the family has decreased because of changed circumstances, including loss of employment; and

c. When a death has occurred in the family.

d. Other circumstances determined by WHA or HUD.

2. No hardship. If WHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring participants to make back payments of minimum rent to the WHA for the time of suspension.

3. Temporary hardship. If WHA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. WHA will offer a reasonable repayment agreement for the amount of back minimum rent owed by the family.

4. Long-term hardship. If WHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may request a Private Conference to appeal WHA's determination regarding the hardship. Requests for a Private Conference must be submitted in writing to WHA and within 10 days of WHA's determination. No escrow deposit will be required in order to access the informal hearing procedures.

City of Wichita
City Council Meeting
December 18, 2012

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3) Terminal Communication Systems Supplemental Agreement No. 18, Design, Bid and CA Services Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP). In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added, with some being funded from budget sources separate from the main ACT 3 program. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

Analysis: The major element of this project will be to design, procure, and install new Terminal Communication Systems before the new terminal opens. Elements of the Terminal Communication Systems include the Network, Security, Closed Circuit Television monitoring, Telephone, Electronic Visual Information Displays (EVIDS), and Communications and Security Cabling distribution systems. Because these are all high technology systems subject to frequent design improvements, these communication products were not included in the current Terminal Building construction package to ensure that the most modern and efficient systems are included in the new facility. These systems are required on opening day in 2015 to operate the new terminal. Competitive procurements of these systems will be done by City staff following development of the plans and specifications as provided by HNTB in this supplemental agreement. Subsequently, the systems contracts will be assigned to the terminal general contractor for coordination and installation, as included in the current Key Walbridge contract as a planned allowance.

A supplemental agreement with HNTB has been developed for design, bid, and construction administration services, as well as a TSA-required study to review the Baggage Handling System explosives detection screening system to ensure compliance with the latest Planning Guidelines and Design Standards 4.1 that were created subsequent to the terminal design several years ago. Once this study is complete, a supplemental agreement may be developed for design services to upgrade this system, if necessary.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of $456,991. This is a planned program expenditure, and the current approved program budget includes funds to cover this expense. This program is funded with Airport Improvement Program grants, Passenger Facility Charge collections, and Airport revenues, either directly or through the repayment of

General Obligation bonds. The following table depicts the original contract with HNTB and the supplemental agreements through No. 18:

	Amount	Description	Date
Contract	$12,660,000	ACT 3 Base Design Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009
SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009
SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT3 Design Contract Amendments	12/1/2009
SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010
SA No. 14	19,406	Stormwater Study, Sidewalk & Floor	5/3/2011
SA No. 15	86,471	Additional CRS for Landside Utilities	9/20/2011
SA No. 16	1,272,976	ACT 3 Amendments	11/15/2011
SA No. 17	320,207	Apron Phase III, Design and Bid Services	11/20/2012
SA No. 18	456,991	Terminal Communication Systems, Design, Bid, & CA Services	12/18/2012
	$16,362,303	Total Contract	

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: HNTB Supplemental Agreement No. 18.

SUPPLEMENTAL AGREEMENT NO.18

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 17, is hereby amended to include the services described in Exhibits SA18-A and SA18-B.

II. TIME OF SERVICES

A. CONSULTANT shall commence work on services included in Exhibits SA-18-A and B upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is anticipated to be as follows:

- Complete field investigations — 8 weeks after ATP
- 50% construction documents submittal — 16 weeks after ATP
- Program manager/Owner review — 2 weeks
- Pre-final construction documents submittal — 6 weeks
- Program manager/Owner review — 2 weeks
- Final procurement documents — 3 weeks

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2012.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____

Title: Senior Project Manager

By: _____

Title: VICE-PRESIDENT

ATTACHMENTS:

Exhibit SA18-A -	Scope of Services – ASP 38
Exhibit SA18-B -	Scope of Services – ASP 37
Exhibit SA18-C -	Fee Schedule
Exhibit SA18-D -	Fee Summary for ASP 38, with supporting documents
Exhibit SA18-E -	Fee Summary for ASP 37, with supporting documents

SCOPE OF SERVICES – ASP 38 – BHS Comparison to PGDS 4.1

These services are to provide a review of the Baggage Handling System (BHS) screening system in comparison to the current TSA requirements as defined in TSA's Planning Guidelines and Design Standards (PGDS) 4.1.

The services include:

1. Establish latest PGDS standard the system to which the system shall be built.

2. Review latest PGDS standard and compare with layout and specification.

3. Analyze mechanical design (layout) with regards to compatibility. This includes:
   - Verification of predicted EDS machines and integration of EDS machines
   - CBRA layout (bag flow, table alignments, ergonomic compatibility, etc.)

4. Analyze controls and reporting design with regard to compatibility. This includes:
   - Tracking
   - Routing of bags
   - Reports
   - Use of VFDs
   - Bag handling within the CBRA

5. Provide a report describing the findings. It will identify required changes in layout and specification, including providing a preliminary identification of the impact of the required changes. A brief description of the expected changes required will be provided and the changes will be classified as heavy impact, medium impact or low impact.

The services do not include:

6. Analysis of the impact of the potential changes to the building layout and other building systems.

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AIRPORT ENGINEERING

SCOPE OF SERVICES – ASP 37 – Terminal Communication Systems

The scope for ASP 37 includes services related to providing a single procurement package for Terminal Communications Systems.

Services include the following:

Provide communications and security engineering services to complete the design and prepare construction/installation/continuing services documents for a single procurement package for the following Terminal Communications Systems scope areas.

A. Network
B. Security
C. Telephone
D. Electronic Visual Information Display System (EVIDS)
E. Communications and Security Cabling and Distribution for Landside and Airfield Areas
F. Scoping and estimating related to communications and security infrastructure

Additional detail for each of these scope items (A through F) is provided below. The scope to be provided for the single procurement package (A though E) includes:

1. Complete systems design based on previously completed design intent, except as modified herein.
2. Prepare drawings and specifications. Submittals of documents will be made to the Owner at 50% CD, 95% and final procurement documents.
   a. 50% CD documents will define scope of package.
   b. 95% and final procurement documents will include complete scope and details.
   c. Construction safety and phasing plans will be included.
   d. Preparation of specifications will include only technical sections. Consultation and review will be provided for the front end and Division 01 sections.
   e. Assistance will be provided in defining the scope for which maintenance and support beyond the warranty period will be required.
   f. Drawings will be based on relevant electronic background drawings to be provided by WAA, including, but not limited to site points of entry and ductbank configurations, for the following:
      - North Cargo Building
      - 1761 Airport Road
      - Airfield Electrical Vault
      - South Maintenance Yard
      - Airport Safety Building - Dispatch Center in the Airport Safety Building is to be developed under a separate scope of work, prior to this scope being completed
      - Parking garage, toll plaza and related site areas within loop roadway (Package 10).
3. Update cost estimates at 50% CD and final stages and provide Engineer's Cost Opinion.
4. Attend up to 3 design meetings with the Owner.
5. Attend the pre-proposal meeting.
6. Assist Program Manager in establishing criteria for evaluating proposals.

7. Assist Program Manager in evaluation of proposals at two stages – initial proposal submission and final presentation. This does not include on-site meetings other than attendance at final proposal presentations.
8. Provide construction administration services as defined in the base contract, including the following on-site meetings:
   a. Pre-construction.
   b. 50% completion.
   c. Substantial completion (includes preparation of punch list).
   d. Final inspection, with testing and acceptance oversight.
9. Construction phase on-site meetings may be phased by discipline. The total of all on-site meetings for design, procurement and construction is to include no more than five person trips by HNTB and 30 person trips by Ross & Baruzzini.

Services related to specific systems and scope areas to be included in this single procurement package are:

1. Network

   Network scope includes the Local Area Network (LAN) for the areas described below. The LAN includes the software and hardware components such as network equipment (core switches, access switches, intrusion detection and wireless services), network management software, network services via routers and protected within firewalls. The scope also includes integrating new LAN components into the existing LAN architecture. The capacity of the LAN will be double the initial ports used.

   The LAN scope includes the Airport's master clock system that will serve the new Terminal Building, including the clock devices, mounting devices, and servers.

   Network scope will be provided for the following:

   1. Terminal building, including East and West Data Centers (already included in project scope)
   2. Network Switches - For the following locations, replace existing or provide new network switches in existing equipment racks. Conduct site survey to confirm existing conditions at each location. At all of these locations, fiber and copper patch cables, termination equipment and testing will be provided as appropriate:
      a. Airport Safety Building
      b. North Cargo Building
      c. 1761 Airport Road
      d. Airfield Electrical Vault
      e. South Maintenance Yard and Tyler Road area
      f. West Data Center
      g. East Data Center
      h. WAN Connection to Jabara
      i. Parking garage, toll plaza and related site areas within loop roadway (Package 10). Refer to attached Parking Program IT Scope Matrix, dated 10/31/12, for identification of scope to be completed under Pkg 12 Allowance #1.

2. Security
   Security scope includes Access Control and Closed Circuit Television Systems for the New Terminal Building and other locations.

1. **Access Control System (ACS):** The ACS system devices shall consist of card readers, local power supplies, field panels, local alarm annunciation, finger print recognition capability, and controllers which are all located close to the designated portals requiring access control. Network control cabling and power (low voltage) wiring will route from the equipment at the portal to the communications room serving the designated portal. The doors and door hardware (electric strikes, magnetic locks, delayed egress, junction boxes, etc.) for the New Terminal Building are provisioned in the Division 8, Package 12 specification. Package 12 also provides the "passive" infrastructure appurtenances (conduit, door interface boxes, cable tray and junction boxes, etc.). Conduit pathways from the communication rooms to the door interface boxes are included in Package 12.

   Main data servers will be located in the East and West Data Centers with the Storage Area Network (SAN) residing in the East Data Center. Identification media (smart badge) and its encoding devices and printer shall be included in this scope.

2. **Closed Circuit Television System (CCTV):** The CCTV system includes devices and the Digital Video Management System (DVMS).

   CCTV devices include cameras and housings, cabling for controls and power (low voltage) from the camera interface boxes (CIB) to the cameras. Conduits and control cabling in the new terminal building (either fiber optics or copper) and power (low voltage) wiring from the communication rooms to the CIBs are provided in Package 12.

   The Digital Video Management System (DVMS) is a software based application architecture which includes a seamlessly integrated digital video management module to support real time linkage of digital video clips to their associated alarms from the Access Control and Alarm Monitoring system. The DVMS provides central administration, monitoring, and archiving of digital video. The DVMS will utilize IP multiplexing technology for video transmission and recording. Main data servers will reside in the East and West Data Centers with the Storage Area Network (SAN) located in the East Data Center.

Security systems scope will be provided for the following Airport locations:

1. Terminal building (already included in project scope)
2. West Data Center: Relocate and reconfigure the CCTV matrix switch and associated headend equipment installed as part of interim solution contained in Package 6c: Existing CCTV System, Headend and Network Upgrade to the East Data Center.
3. Dispatch Center in Airport Safety Building – Upgrade and consolidate existing monitoring and control systems at the Airport Dispatch Center. Scope includes:
   a. Design consolidated monitoring and control dispatch consoles to accommodate both new systems (i.e. new Access Control, new Closed Circuit TV, new Local Area Network, new Electronic Visual Information Display, new Paging, new Telephone system and new Terminal Building Management System) and existing systems (i.e. existing Access Control, existing CCTV, existing Telephone system, existing weather, existing radio, existing police dispatch system and any other systems currently contained in the existing console) at the Dispatch Center.
   b. Provide for transitions that insure that required functionality is maintained at all times during the transition to the new systems.

c. Provide technical furniture consoles to support the new consolidated equipment arrangements as per WAA operation requirements.
d. Coordinate console layouts and equipment arrangements with separate package for architectural and MEP modifications to the Airport Safety Building.
e. Parking garage, toll plaza and related site areas within loop roadway (Package 10) – Refer to attached Parking Program IT Scope Matrix, dated 10/31/12, for identification of scope to be completed under Pkg 12 Allowance #1.

4. Other Airport locations – WAA is to provide a current ACS/CCTV matrix and location map during the design process. For locations where equipment is not in place, WAA will provide new installation requirements. Based on this information provided by WAA, prepare an ACS / CCTV Matrix listing the access control and camera equipment to be provided at the locations listed below. The matrix will reference the maps provided by WAA for locations. The Matrix prepared by the design team will be based on information pertaining to existing equipment and new installation requirements provided by WAA. For replacements of existing equipment, the Matrix will note that new equipment is to match the operations of the existing equipment. Supporting specifications will be provided for access control equipment and cameras at new installation locations only. Sequences of operations will be provided for new access control locations only. For the following camera locations, refer to Exhibits C1, C3, C4, dated 9/3/10, and Exhibit C2, dated 5/25/10.
   a. 2173 Air Cargo Road (Administration Building) – Existing equipment (access control).
   b. Safety Building – Existing equipment (access control and CCTV cameras 45 & 46).
   c. North Cargo Building (1935 Air Cargo Road) – Existing equipment (access control) and new installation (CCTV cameras 54, 59-65, 67-75, 88-90).
   d. 1761 Airport Road (Future North Telco Room) – New installation (access control).
   e. Air Traffic Control Tower – Existing equipment (CCTV cameras 36 & 37) and new installation (CCTV camera 98).
   f. North Shuttle Parking Lot – Existing equipment (CCTV camera 53) and new installation (CCTV cameras 55 and 56).
   g. Vehicle Inspection Station – New installation (CCTV cameras 57 & 58).
   h. Existing Terminal – Existing equipment (access control and CCTV cameras 1-31, 35, 47, 48 & 52).
   i. Airfield access gates – Provide devices associated with campus pedestrian and vehicle gates, including existing equipment (access control and CCTV cameras 39-43 & 49) and new installation (CCTV cameras 66 & 76-85). This includes the addition of cameras located at the vehicle gates to support desired field of view associated with both standard and high vehicles entering the airfield.
   j. Fuel Farm – New equipment (access control).
   k. Airfields
      - Gate H – Existing equipment (access control and CCTV camera 44) and new installation (CCTV camera 91).
      - South Maintenance Yard Pedestrian Gate – Existing equipment (access control).
      - Rotating beacon – Existing equipment (CCTV cameras 50 & 51).
      - Camera on Tower – New installation (infra-red camera 92).
      - Tyler Road Area – New installation (two new cameras)
      - Camera at Jabara – Existing equipment (CCTV camera).

3. <u>Telephone</u>

The telephone system scope includes a new hybrid TDM/IP PBX and telephone instruments.

The new hybrid TDM/IP PBX will have voice mail capabilities; offer both VoIP and TDM and/or analog technology. It will consist of two nodes with the first node located in the East Data Center and the second node located in the North Telco Room (1761 Airport Road basement). The nodes will function as one logical system. The new PBX will be configured with a capacity of approximately 1200 ports.

The copper horizontal infrastructure to distribute telephone services from the local communication rooms to the outlets located throughout the new terminal facility is provided in Package 12. The copper cabling will be terminated either to a network port to provide VoIP or to a telephone termination block to provide telephone services. All telephones, whether traditional or VoIP, will be connected to the PBX.

Refer to attached Parking Program IT Scope Matrix, dated 10/31/12, for identification of telephone scope to be completed under Pkg 12 Allowance #1.

4. Electronic Visual Information Display System (EVIDS)

Provide a web-based EVIDS that manages and provides important information such as flight times, gate and baggage information to the travelling public, operational personnel, and airport administration. Provide the following EVIDS sub-systems:

1. Flight Information Display System (FIDS)
2. Baggage Information Display System (BIDS)
3. Gate Information Display System (GIDS)
4. Counter Information Display System (CIDS)

The EVIDS will provide equipment and systems installation that includes workstations, LCD displays, Digital Display or Digital Video Controllers, EVIDS sub-system head ends, all required software with their requisite configuration requirements and an Airport Operations Database (AODB). The AODB will provide automatic data feeds to the EVIDS and will interface with other systems. The EVIDS application architecture will facilitate additional display devices.

Scope for the CIDS includes providing data cable connections from the telecom rooms to the display locations.

EVIDS are to be provided for the new Terminal Building and the Parking Garage. Refer to attached Parking Program IT Scope Matrix, dated 10/31/12, for identification of scope to be completed under Pkg 12 Allowance #1.

5. Communications and Security Cabling and Distribution for Landside and Airfield Areas

Provide design and completion of construction documents for communications and security cabling and distribution equipment for main communications loop as shown in the attached drawings labeled Package 9 and Southyard Conduit, both dated 11/16/12, and to ACS and CCTV camera locations defined in section B above.

Provide telephone cabling transition from Hangar 10 to Building 1761 and from Room B14 to the East Data Center. Specify that the telephone system provider is to coordinate with other on-site telephone service providers (AT&T and Level 3). Provide cabling to support new telephone system points of presence for the parking garage and toll plaza. (Package 10).

6. Scoping and estimating related to communications and security infrastructure

   - Provide multiple versions of scope definition.
   - Provide estimates of defined scope.

   This scope has been completed.

Allowance

All work listed above that is provided for the parking garage, toll plaza and related site areas within the loop roadway (Package 10) is to be provided under an allowance.

The following services are not included:

1. Civil and electrical engineering services, except for preparation of construction safety and phasing plans.
2. Preparation and submission of an Engineer's Report to the Owner and FAA at the time of pre-final documents.
3. Preparation of FAA 7460-1 form.
4. Transitions / removals for equipment that is not required to support the new Terminal and that remains in the Terminal Server Room (B-14) after the associated scope of Package 37 is complete. WAA has the responsibility for decommissioning all remaining systems.
5. Services related to Common Use Passenger Processing.
6. Services related to the existing Terminal building (except as required to support the new Terminal).
7. Services related to building reconfiguration and related MEP and network changes in the Airport Safety Building.
8. Procurement and construction / installation phase activities for locations where existing security equipment is being replaced. WAA is to coordinate these activities directly with the selected vendor.
9. Coordination with current and future communications system vendors.
10. Specification of construction criteria for work to be performed inside the airport security fence or secured sites, except for preparation of construction safety and phasing plans.
11. Inner duct and cable from main loop to tenant locations.
12. Enrollment of individuals in the new badge system and issuance of badges. This will be the responsibility of the Authority.

Parking Program IT Scope Matrix

10/31/2012

System	Pathways (Note 1)	Network Requirements (Note 2)	Network Design (Note 3)	Cabling (Note 4)	Network Equipment (Note 5)	System Install (Note 6)
ICTLAN core network	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1
PARCS**	Pkg 10	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 10
CCTV/CCAS	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1
EVIDS (FIDS, GIDS, CIDS, BIDS)	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1
Telephone system (inc. Airport phone system, blue phones, elevator phones, courtesy phones, etc.)	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1
Wi-Fi	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1
Emergency generator	Pkg 10	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 10
Paging	Pkg 10	TBD	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Paging vendor funded by Pkg 10
Comm room fit-out (One common room for WAA, RAC & Ext Comm Prov with lockable dividers)	N/A	Pkg 10	Pkg 12 Allowance #1	Pkg 12 Allowance #1	Pkg 12 Allowance #1	N/A
Facility Management Systems	Pkg 10	Pkg 10	Pkg 12 Allowance #1	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	FMS vendor funded by Pkg 10
Lighting Control	Pkg 10	Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	Pkg 10
Electrical Load Monitoring	Pkg 10	Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	Pkg 10
AVI**	Pkg 10	Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	Pkg 10
Car Count System including electronic signage**	Pkg 10	Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	Pkg 10
Fire Protection	Pkg 10	Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	Pkg 10
Advertising	Pkg 10	Pkg 10	If network is required: Pkg 12 Allowance #1. If no network: Pkg 46	If network is required: Pkg 12 Allowance #1. If no network: Pkg 46	If network is required: Pkg 12 Allowance #1. If no network: Pkg 10	Clear Channel
RAC IT, RAC Security, RAC Wi-Fi, RAC Internet, RAC workstations, RAC kiosks	Pkg 10	RAC	If network is required: Pkg 12 Allowance #1. If no network: RAC	If network is required: Pkg 12 Allowance #1. If no network: RAC	If network is required: Pkg 12 Allowance #1. If no network: RAC	RAC
External Communication Providers	Pkg 10	Comm Prov	If using WAA cabling: Pkg 12 Allowance #1. If using private cabling: Comm Providers	If using WAA cabling: Pkg 12 Allowance #1. If using private cabling: Comm Providers	If using WAA cabling: Pkg 12 Allowance #1. If using private cabling: Comm Providers	Comm Prov
Funding of function	Pkg 10	Respective Pkg	Respective Pkg	Respective Pkg	Respective Pkg	Respective Pkg

**Systems to be procured under separate solicitation. Locations include Parking Structure, Close-In Automated Lot, Economy Lot, Employee Permit Parking Lot, Park and Ride Automated Lot, Federal Lot and Lot C.

Note 1: Pathways - includes the design and construction of the conduit infrastructure needed to serve the applicable system all the way to the last system device or piece of equipment. Conduit infrastructure includes, but is not limited to, conduit, manholes, handholes, pull boxes and cable trays. Does not include cabling. (Referred to as the 'civil' portion of the infrastructure.)

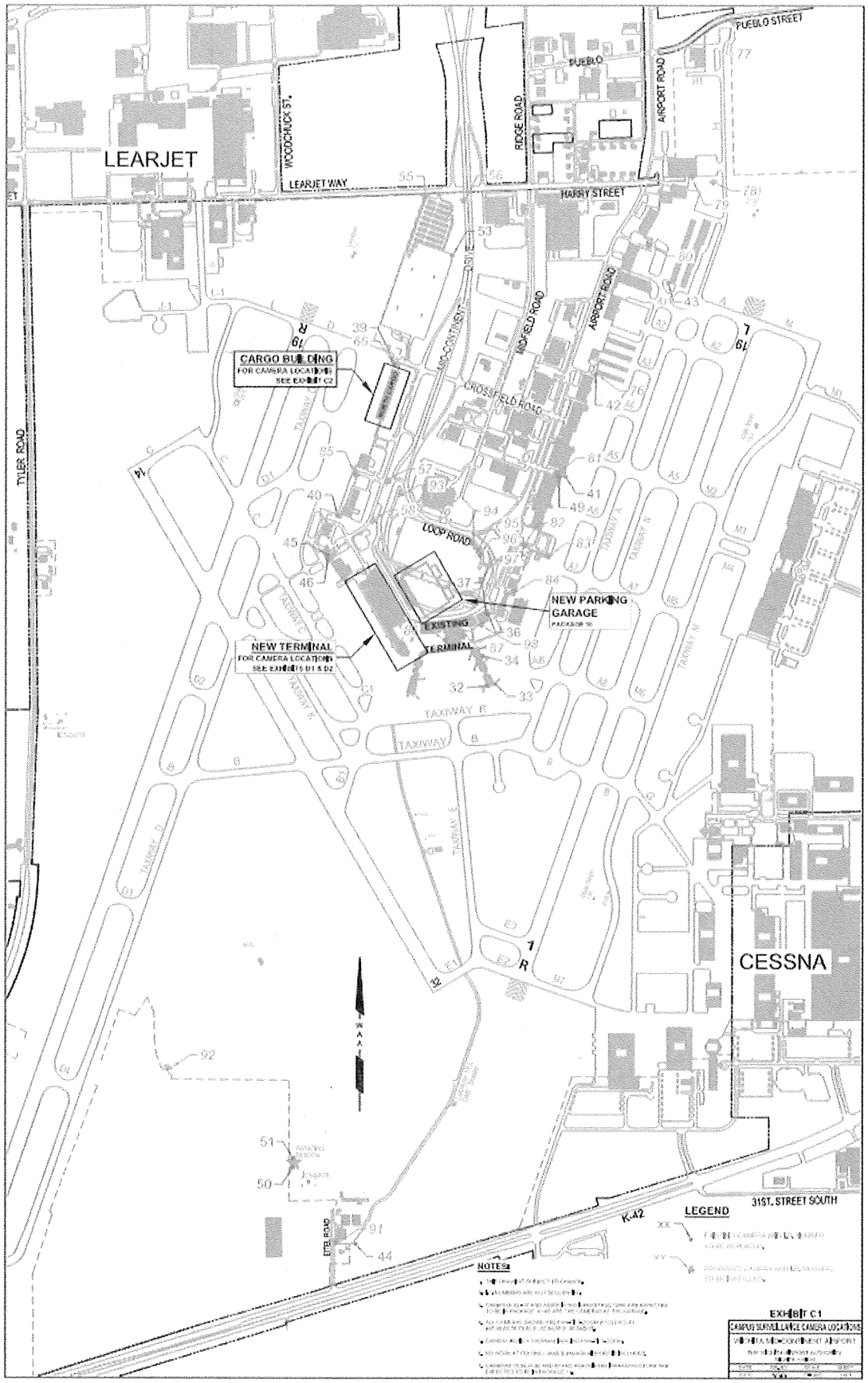
Note 2: Network Requirements - includes the definition of what the applicable system needs from the network infrastructure. Examples include type of cable, size of cable, network capacity, speed, electrical requirements, etc.

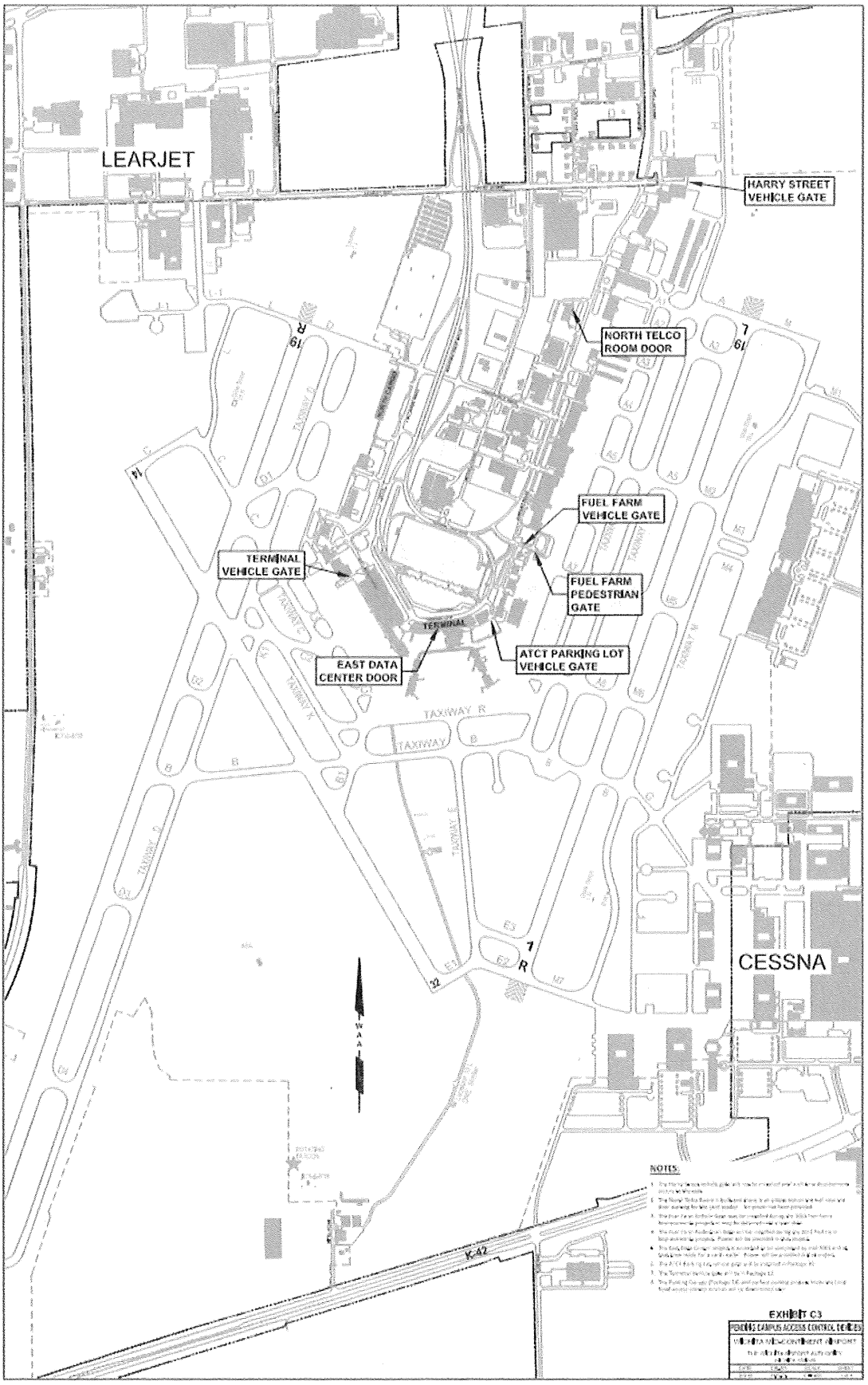
Note 3: Network Design - the technical design of the network to meet the requirements defined for the applicable system from the initial attachment to the network up to, and including, the last network device to support a system.

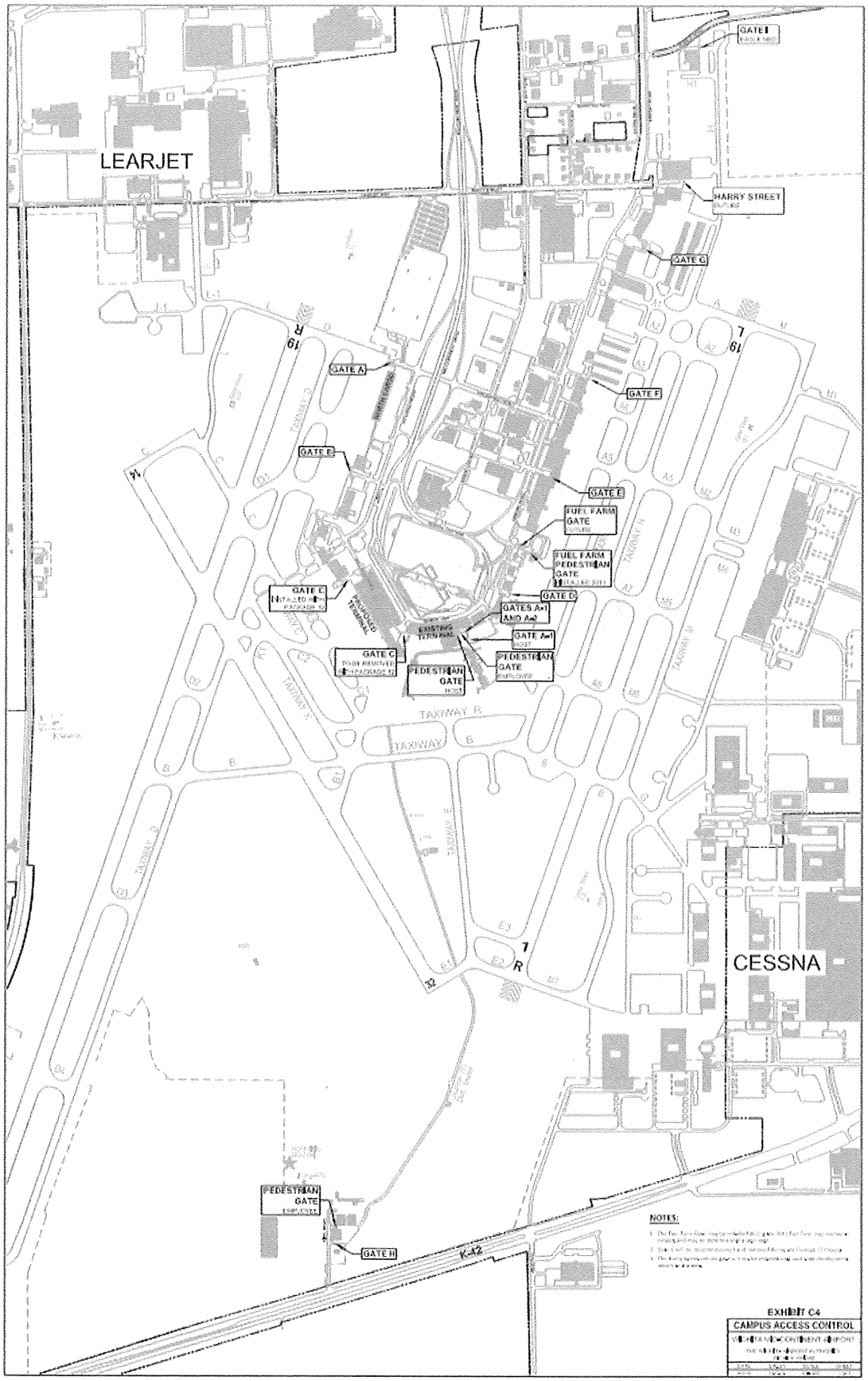
Note 4: Cabling - includes the physical installation of the communication and network cabling from the initial attachment to the network up to the last network device. Does not include pathways. (Referred to as the 'IT' portion of the infrastructure.)

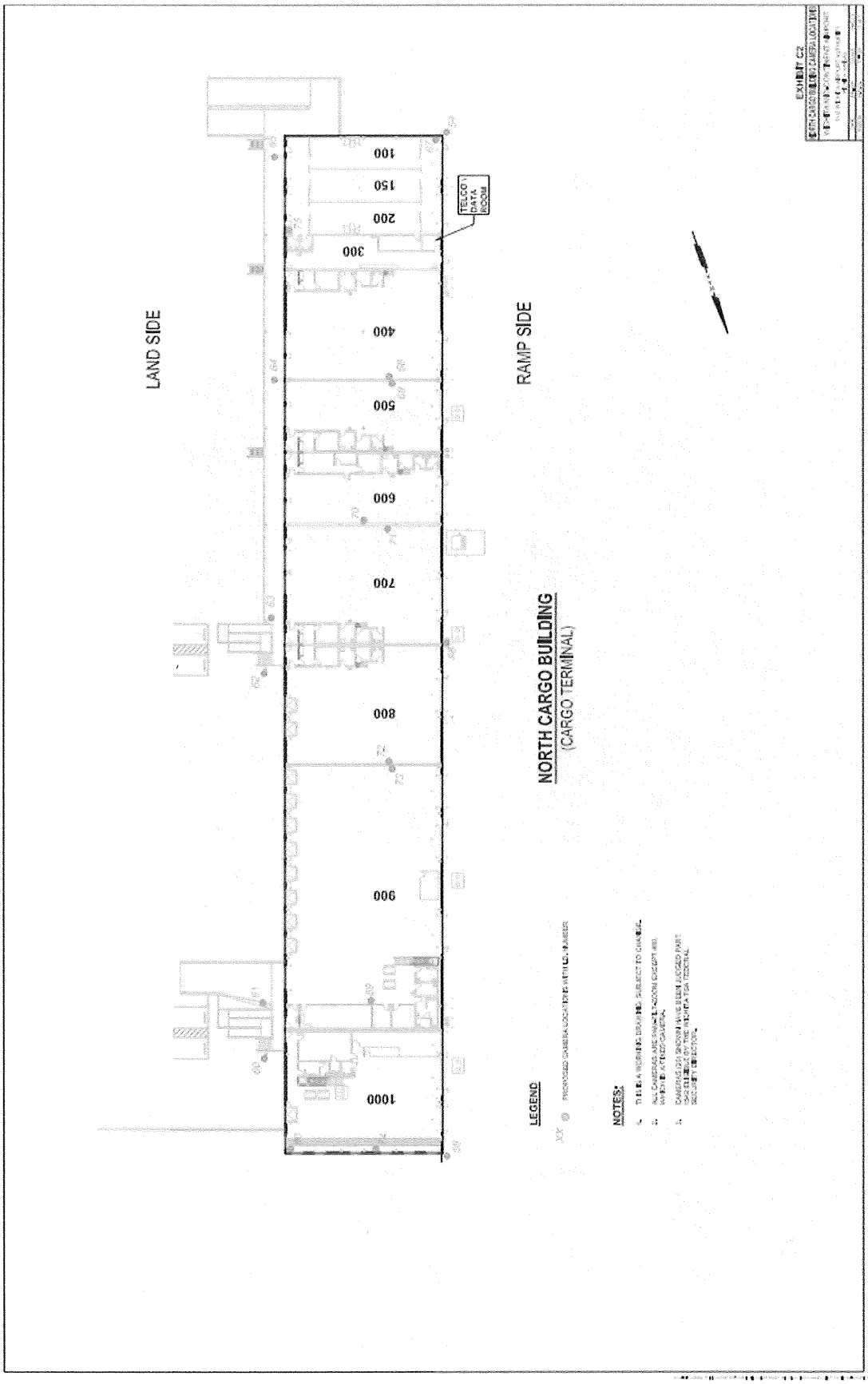
Note 5: Network Equipment - installation of all network devices pursuant to the Network Design. Examples include racks, switches, routers, etc. (Referred to as the 'IT' portion of the infrastructure.)

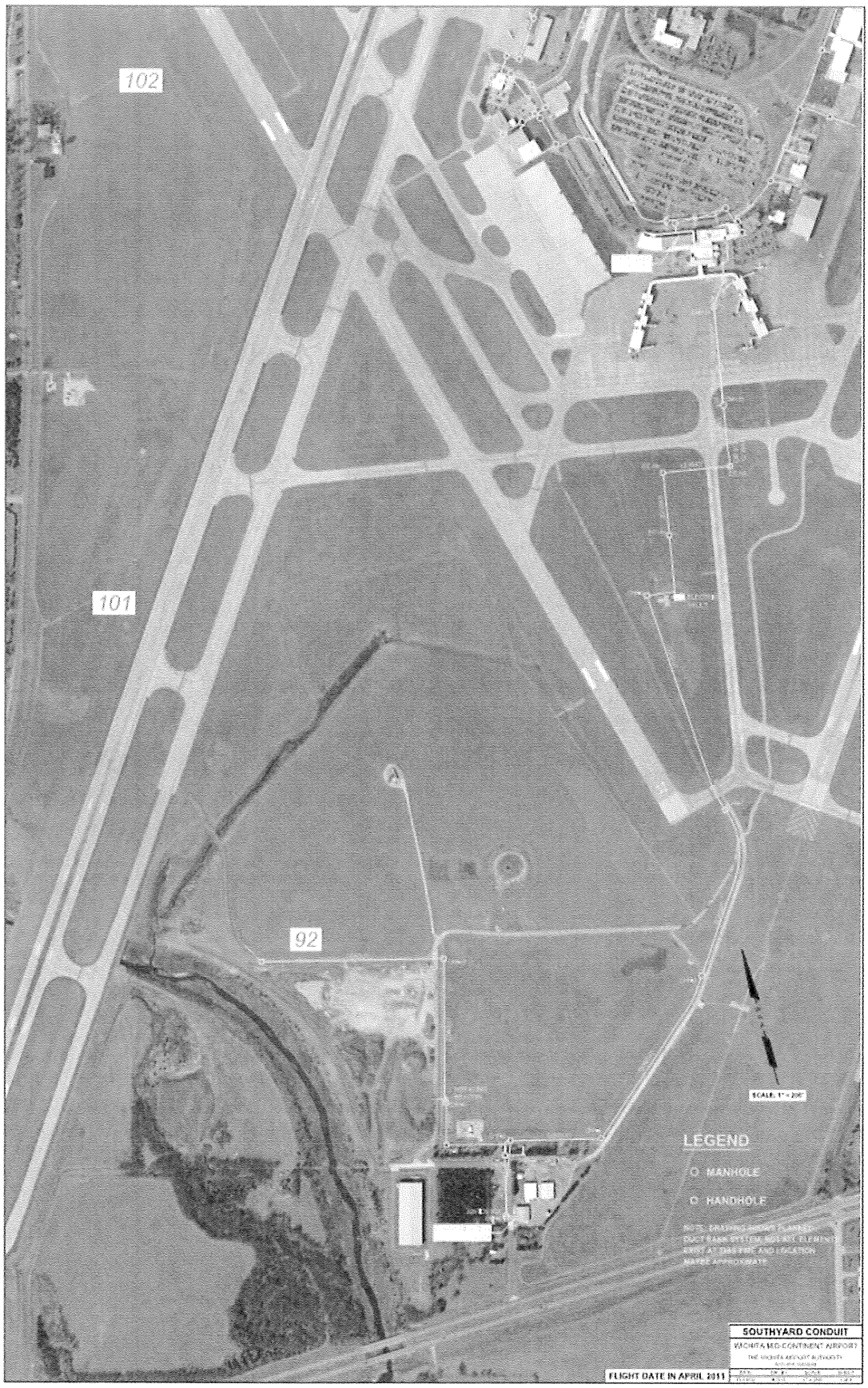
Note 6: System Install - includes the installation of the software and/or devices needed to operate the applicable system. Includes the design and installation of the connection cabling that is required after the last network device to the system equipment.


LEARJET
WOODCHUCK ST.
LEARJET WAY
RIDGE ROAD
PUEBLO
PUEBLO STREET
AIRPORT ROAD
HARRY STREET
MIDFIELD ROAD
AIR CONTINENT
CROSSFIELD ROAD
TYLER ROAD
CARGO BUILDING
FOR CAMERA LOCATIONS
SEE EXHIBIT C2
LOOP ROAD
NEW PARKING
GARAGE
EXISTING
TERMINAL
NEW TERMINAL
FOR CAMERA LOCATIONS
SEE EXHIBITS D1 & D2
TAXIWAY R
TAXIWAY
CESSNA
31ST. STREET SOUTH
K-42
LEGEND
NOTES
EXHIBIT C1
CARGO SURVEILLANCE CAMERA LOCATIONS


LEARJET
HARRY STREET VEHICLE GATE
NORTH TELCO ROOM DOOR
FUEL FARM VEHICLE GATE
TERMINAL VEHICLE GATE
FUEL FARM PEDESTRIAN GATE
ATCT PARKING LOT VEHICLE GATE
EAST DATA CENTER DOOR
TERMINAL
TAXIWAY R
TAXIWAY
CESSNA
K-42
NOTES:
EXHIBIT C3


LEARJET
CESSNA
HARRY STREET
GATE I
GATE G
GATE A
GATE F
GATE B
GATE E
FUEL FARM GATE
FUEL FARM PEDESTRIAN GATE
GATE D
GATES A-1 AND A-2
GATE A-1
PEDESTRIAN GATE
GATE C
PEDESTRIAN GATE
TAXIWAY R
TAXIWAY
PEDESTRIAN GATE
GATE H
K-12
NOTES:
EXHIBIT C4
CAMPUS ACCESS CONTROL


LAND SIDE
RAMP SIDE
100
150
200
300
400
500
600
700
800
900
1000
TELCO DATA ROOM
NORTH CARGO BUILDING
(CARGO TERMINAL)
LEGEND
NOTES:


102
101
92
LEGEND
MANHOLE
HANDHOLE
SOUTHYARD CONDUIT
WICHITA MID-CONTINENT AIRPORT
FLIGHT DATE IN APRIL 2011

LEGEND
ACT3 PACKAGE 9
WICHITA MID-CONTINENT AIRPORT
FLIGHT DATE IN APRIL 2011

FEE SCHEDULE

1. Payment for the following items shall be made on the basis of a lump sum for each item, for a total lump sum amount of $427,991:

ASP-38	add	$15,671
ASP-37 (lump sum)	add	$412,320
Lump sum total		$427,991

2. Payment for the services related to the Parking Program, the Allowance portion of ASP-37, shall be made on the basis of actual cost, the total not to exceed $29,000. CONSULTANT is to notify the OWNER when 80% of the not to exceed amount is reached so that appropriate adjustments can be made. Actual costs are defined as:

HNTB labor -	Direct salary cost times 2.85
Ross &Baruzzini labor	Individual billing rates
Expenses	Actual cost of expenses

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 11/7/2012

BHS Comparison to PGDS 4.1
Additional Services Request No. 38
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	18	$58.45	$1,052
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	148.13%		$1,558
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$2,610
4.	**Fixed Fee**	15.00%		$392
5.	**Subtotal of Items 3 and 4**			$3,002
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		200	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$200
7.	**Subtotal of Items 5 and 6**			$3,202
8.	**Subconsultant Costs**			
	Logplan		12,469	
				12,469
	Total Proposed Cost			15,671

HNTB

	Architect-ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	110.14	104.49	65.64	59.05	44.18	33.27	24.08		
Comparative Analysis and Report									
Analysis								0	0
Report			8			4		12	658
Total Comparative Analysis and Report								12	658
Other									
Other								0	0
Other								0	0
Total Other								0	0
General									
Proposal preparation			2					2	131
Project management			4					4	263
								0	0
								0	0
								0	0
								0	0
Total General								6	394
Total Direct Salary Costs		0	14	0	0	4	0	18	1,052
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			148.13%		1,558
Total Labor Cost									2,610
Fixed Fee							15.00%		392
Total Fee									3,002
Travel and Subsistence									0
Printing and Deliveries									200
Other Expenses									0
Estimated Expenses									200
Total Proposed Cost									3,202
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 38 - BHS Comparison to PGDS 4.1
Logplan

11/01/12

	Principal	Project Manager	Senior Engineer	Engineer	Staff	Tech	Clerical	Total Hours	Fee Estimate
Rates	165.00	145.00	140.00	115.00	65.00	85.00	85.00		
Annual escalation	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	193.73	170.24	164.37	135.02	76.32	99.80	99.80		
Comparative Analysis and Report									
Analysis		8	16	24				48	7,232
Report		8	8	16			4	36	5,236
Total Comparative Analysis and Report								84	12,469
Fixed Fee							**0.00%**		**12,469**
Total Fee									**12,469**
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									**12,469**

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 11/27/2012

Terminal Communications Systems
Additional Services Request No. 37, Rev 2
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	519	$55.28	$28,692
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	148.13%		$42,501
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$71,193
4.	**Fixed Fee**	15.00%		$10,679
5.	**Subtotal of Items 3 and 4**			$81,872
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		1,500	
	Printing and Deliveries		1,000	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$2,500
7.	**Subtotal of Items 5 and 6**			$84,372
8.	**Subconsultant Costs**			
	PEC - Civil		8,141	
	PEC - MEP		9,705	
	Ross & Baruzzini		310,102	
				327,948
	Total Proposed Cost			412,320

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 37 - Terminal Communication Systems

11/21/12

HNTB

	Architect-ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	110.14	104.49	65.64	59.05	44.18	33.27	24.08		
Network									
Coordination			32			24		56	2,899
Total Network								56	2,899
Security									
Coordination			32			24		56	2,899
Total Security								56	2,899
Telephone									
Coordination			8			8		16	791
Total Telephone								16	791
EVIDS									
Coordination			16			16		32	1,583
Total EVIDS								32	1,583
Comm & Security Infrastructure for Landside & Airfield Areas									
Coordination			40			48		88	4,223
Total Comm & Security Infrastructure for Landside & Airfield Areas								88	4,223
Scoping and estimating related to comm & security infrastructure									
Package 9 scoping			32					32	2,233
Estimate coordination			4					4	279
Drawing coordination						6		6	212
Total Scoping and estimating related to comm & security infrastructure								42	2,725
General									
Proposal preparation			69					69	4,529
Project management			24				4	28	1,672
Cost estimates			20					20	1,313
Design meetings (3)			24					24	1,575
Attend pre-bid			8					8	525
Construction administration			40			40		80	3,957
Total General								229	13,571
Total Direct Salary Costs		0	349	0	0	166	4	519	28,692
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			148.13%		42,501
Total Labor Cost									71,193
Fixed Fee							15.00%		10,679
Total Fee									81,872
Travel and Subsistence									1,500
Printing and Deliveries									1,000
Other Expenses									0
Estimated Expenses									2,500
Total Proposed Cost									84,372
Explanation:									

11/21/12

PEC (Civil)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Current Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Network and Security									
Safety and Phasing plans		32				40		72	1,976
Meetings		16						16	608
								0	0
								0	0
Total Network and Security								88	2,584
Total Direct Salary Costs								88	2,584
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			149.74%		3,869
Total Labor Cost									6,453
Fixed Fee							15.00%		968
Total Fee									7,421
CADD @ $18/hr.								40	720
Printing and Deliveries									0
Estimated Expenses									720
Total Proposed Cost									8,141

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project										
HNTB Architecture - Estimate of Hours and Fees										10/16/12
ASP 37										
				PEC (MEP)						
		Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
	Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Scoping and estimating related to comm & security infrastructure										
Scope Document Preparation		9		40					49	1,757
Cost Estimating				48					48	1,622
Total Scoping and estimating related to comm & security infrastructure									97	3,379
Total Direct Salary Costs									97	3,379
Labor and General & Administrative Overhead					Percentage of Direct Salary Costs			149.74%		5,060
Total Labor Cost										8,439
Fixed Fee								15.00%		1,266
Total Fee										9,705
Travel and Subsistence										0
Printing and Delivaries										0
CADD @ $18.00/hr										0
Estimated Expenses										0
Total Proposed Cost										9,705

ASP 37 - Terminal Communication Systems

Ross & Baruzzini

	Principal	Project Manager	Senior Systems Analyst	Senior Engineer	Engineer	Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	225.00	150.00	175.00	125.00	115.00	95.00	55.00		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	264.17	176.12	205.47	146.76	135.02	105.47	64.55		
Network									
Changes of Package 6a from Package 12	0	4	2	4	0	2	1	13	1,978
Additional Locations for Network Switches	0	3	7	14	0	9	1	34	5,037
Prepare 50% CD Submittal	2	15	5	20	10	2	12	66	9,469
Prepare Pre-final Submittal	2	10	2	16	6	4	16	56	7,315
Prepare Final Submittal	2	6	2	2	2	0	2	16	2,689
Procurement Phase Services	4	8	0	13	4	0	2	36	5,777
Construction Support Phase Services	0	16	4	88	28	4	16	156	21,650
								0	0
Total Network								377	53,915
Security									
Changes of Package 6b to Package 12	0	5	6	18	0	6	10	45	6,035
Additional Locations: Dispatch Center	4	20	20	64	16	16	8	148	22,449
Additional Locations: Airfield	0	8	0	2	8	0	0	18	2,783
Prepare CCTV / ACS Matrix	0	6	0	8	8	0	8	32	4,185
Airfield Access Gates	0	7	0	14	14	0	7	42	5,630
Prepare 50% CD Submittal	4	17	6	32	16	4	16	95	13,136
Prepare Pre-final Submittal	0	8	8	11	2	0	18	47	6,452
Prepare Final Submittal	2	2	2	4	2	4	0	16	2,571
Procurement Phase Services	0	8	0	16	0	0	2	26	3,888
Construction Support Phase Services	0	14	2	70	22	0	16	124	17,154
Total Security								583	84,277
Telephone									
Changes of Package 7 from Package 12	0	2	2	2	0	0	4	10	1,315
Prepare 50% CD Submittal	0	16	2	24	8	16	2	68	9,651
Prepare Pre-final Submittal	0	8	2	12	8	16	2	48	6,481
Prepare Final Submittal	2	4	2	8	4	4	2	26	3,910
Procurement Phase Services	0	8	0	16	0	0	2	26	3,886
Construction Support Phase Services	0	12	2	48	22	0	16	100	13,573
								0	0
Total Telephone								268	37,501
EVIDS									
Changes of Package 11 from Package 12	0	8	4	4	8	8	8	40	5,260
Prepare Pre-final Submittal	0	16	2	24	8	0	2	52	7,860
Prepare Final Submittal	2	8	2	24	4	0	2	42	6,540
Procurement Phase Services	0	8	0	12	0	0	2	22	3,299
Construction Support Phase Services	0	12	2	48	22	0	16	100	13,573
								0	0
Total EVIDS								256	36,632
Comm & Security Infrastructure for Landside & Airfield Gates									
Prepare 50% CD Submittal	4	26	0	40	58	62	6	196	26,276
Prepare Pre-final Submittal	2	20	0	42	56	40	2	162	22,132
Prepare Final Submittal	2	8	0	6	4	0	4	24	3,616
Procurement Phase Services	4	2	0	8	0	0	0	14	2,583
Construction Support Phase Services	0	12	2	48	6	0	16	84	11,412
								0	0
Total Comm & Security Infrastructure for Landside & Airfield Gates								358	48,408
Scoping and estimating related to comm & security infrastructure									
Scoping		30			2			32	5,553
Estimating		2			6			8	1,162
Total Scoping and estimating related to comm & security infrastructure								40	6,715
Proposal Preparation									
Prepare Revised Proposal	4	34	4	4	8	0	0	46	6,454
Total Proposal Preparation								46	6,454
Total Direct Salary Costs								1,928	275,902
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			0.00%		0
Total Labor Cost									275,902
Fixed Fee							0.00%		0
Total Fee									275,902
Printing and Deliveries									0
									1,200
Travel and Subsistence									
Network		2		6	2			10	11,000
Security		2		6	2			10	11,000
Comm & Security Infrastructure for Landside & Airfield Gates		2		6	2			10	11,000
Estimated Expenses									34,200
Total Proposed Cost									310,102

Explanation

RECEIVED
NOV 30 2012
AIRPORTENGINEERING
RECEIVED
NOV 30 2012
W.A.A.

City of Wichita
City Council Meeting
December 18, 2012

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3) Program
Change Order No. 3 - Water line Relocation
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On July 17, 2012, the Wichita Airport Authority (WAA) approved a contract with Key-Walbridge to construct the new terminal building at Mid-Continent Airport. The plans provided for relocation of existing waterlines under and around the proposed terminal. Since that time, the design of the proposed parking garage has advanced to a point that relocation of the waterline around the perimeter of the garage is now known. By extending the waterline under Mid-Continent Road now, it can align with the proposed parking garage waterline relocation, and it will minimize future public disruptions by eliminating the maintenance of valves directly in front of the new terminal building.

Analysis: A change order has been prepared for the cost of the additional work. Funding is available within the program budget.

Financial Considerations: The total cost of the additional work is a not-to-exceed amount of $25,000. The original contract amount is $101,500,542. This change order represents 0.02% of the original contract amount.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve Change Order No. 3 and authorize the necessary signatures.

Attachments: Change Order No. 3.

WICHITA MID-CONTINENT AIRPORT

CHANGE ORDER (CO)

Change Order No.: 003

Project Name:	ACT 3 Terminal Building	**Date:**	12/5/2012
City of Wichita Project No.:	455-361-4	**To (Contractor):**	Key Walbridge Joint Venture
FAA AIP Project No.:	3-20-0088-64		

THE CONTRACT IS CHANGED AS FOLLOWS:

Give description of work. Reference Change Proposal No., Change Directive No., Change Request No., and any other documents as applicable. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract for guidelines in pricing and documentation to be provided.

List applicable CR #, PCO #, CD # etc.	Description	Amount
	Install 100' of 12' waterline pipe by direction drilling under Mid-Continent Rd. Approximately 25' of additional 12" waterline pipe and fittings as needed to connect to existing 12" PVC. Install two 12" butterfly valves to be provided by owner. Cost includes design, construction, and as-builts provided to owner.	**Not to exceed $25,000**
	Total:	**25,000.00**

Original Contract Award Sum:	*$101,500,542.00*	
Net Change by Previous authorized Change Orders:	*$13,993.00*	
Total Contract Sum Prior to this Change Order:	*$101,514,535.00*	
Net increase/decrease in Contract Sum this Change Order:	*$25,000.00*	
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER:	***$101,539,535.00***	
Original Contract Time :	860	**Days**
Current Contract Time :	860	**Days**
This Change time add / deduct :	0	**Days**
Adjusted Contract Time :	**860**	**Days**

Except as modified in this agreement, all terms and conditions of the original Contract remain unchanged, in full force and effect, and are incorporated into this agreement to apply with equal force to the work described herein. This change order reflects complete and final payment for all costs for this Change including any and all schedule, field and home office overhead costs.

I hereby certify that I have reviewed and accept this Change Order in its entirety waive and release the Wichita Airport Authority (WAA) from any an all claims or cause of action arising therefore.

The undersigned Contractor has determined with regards to this Contract Change that ☐ the circumstances necessitating this Change in performance were not reasonably foreseeable at the time the bid was let, and that the Change does not expand the scope of work to be performed under the original Contract as signed, or that the Change Order, or that ☐ these conditions are not met, but the Change is in the best interest of the Wichita Airport Authority and adds value or utility that justifies WAA approval outside the existing policy.

ACCEPTED BY CONTRACTOR - Charlie Pfiefer	**DATE**
RESIDENT ENGINEER APPROVAL - James Armour, P.E.	**DATE**
PROGRAM MANAGER APPROVAL - Patrick McCollom, P.E.	**DATE**
DIRECTOR OF AIRPORTS APPROVAL - Victor White	**DATE**
DIRECTOR OF LAW, APPROVAL AS TO FORM - Gary Rebenstorf	**DATE**
MAYOR APPROVAL - Carl Brewer	**DATE**
CITY CLERK ATTEST	**DATE**

City of Wichita
City Council Meeting
December 18, 2012

TO: Wichita Airport Authority

SUBJECT: Safety, Security and Communication Projects Initiation
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Initiate the projects and approve the budgets.

Background: Within the Terminal Apron Phase III project, other airfield work will be performed to prepare for the new terminal, complete the Air Capital Terminal 3 (ACT 3) program, and enhance airfield safety and security. The associated work will be to remove Taxiway C-2 West to comply with a Federal Aviation Administration (FAA) Runway Safety Action Team recommendation and install airfield communication infrastructure to enhance airfield safety. It will also improve an airfield storm water channel to mitigate a wildlife problem, as well as incorporate the required stormwater quality treatment to serve the new terminal project. These projects are listed in the approved CIP.

A supplemental agreement with HNTB for $320,207 was approved by the WAA on November 20, 2012, for design and bid phase services, as well as a study to evaluate options for the collection and storage of used aircraft deicing fluid. Once this study is complete and an option is selected, a supplemental agreement will be developed for design services of this specialized system. The budget for the Terminal Apron Phase III and glycol storage system received prior initiation as a part of the ACT 3 program.

Analysis: The projects were combined into a single project with multiple elements after conferring with the FAA and receiving their concurrence and guidance. This coordination will minimize airfield disruption which will contribute to improved airfield safety and more efficiencies for Airport users.

Financial Considerations: This action will initiate the funding for the Taxiway C-2, Communications and Security Infrastructure, and Outfall Channel components of the project with a budget of $3,925,000. This program is funded with an Airport Improvement Program grant, Passenger Facility Charge collections, and Airport revenues, either directly or through the repayment of General Obligation bonds. The following table depicts the CIP projects to be initiated:

Amount	Project Description	WAA Approval Date
$5,050,000	Terminal Aprons & Glycol (Terminal Apron III)	6/21/2011
125,000	Taxiway C-2	12/18/2012
650,000	Communication and Security Infrastructure	12/18/2012
3,150,000	Outfall Channel	12/18/2012
$8,975,000	Total Terminal Apron III and related projects	

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budgets.

Attachments: None.

City of Wichita
City Council Meeting
December 18, 2012

TO: Wichita Airport Authority

SUBJECT: Landside Equipment Storage Facility
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the top-ranked proposer, Conco Construction, Inc., approve the contract for design-build services, and approve the capital budget adjustment.

Background: On August 21, 2012, the Wichita Airport Authority (WAA) approved design-build evaluation and selection criteria for this project as required by Charter Ordinance No. 111. Subsequently, a request for proposal (RFP) was issued and competitive proposals received to provide design-build services for the development of a Landside Equipment Storage Facility on Mid-Continent Airport. On October 8, 2012, the Staff Screening and Selection Committee selected Conco Construction, Inc. as the top-ranked proposer based upon price and experience with similar construction.

The scope of this project includes the design and construction of a 6,400 sq.ft. metal building with ancillary paved areas and infrastructure. The purpose of the facility is to store and support equipment and material used for maintenance and snow and ice control of the landside/street side areas of the Airport. The proposed facility would replace facilities previously removed in preparation for the new terminal building construction.

Analysis: In January 2009, this project was initiated with a preliminary budget of $450,000 to renovate the abandoned 2100 Airport Road (Waterworks) building to store landside maintenance and snow removal equipment and materials. Since that time, further analysis revealed that renovation of the existing 1954-vintage Waterworks building would not be cost effective and would not adequately meet current and future storage needs. It was determined that a new building would be the most long-term cost effective means to satisfy storage requirements.

Financial Considerations: The contract agreement includes a stipulated "lump sum" amount of $807,945 for design and construction of the facility. Including the $450,000 already initiated in 2009, the Airport's capital improvement program has sufficient budget capacity to fund this total project. A general break-down of the budget includes:

- $450,000 Budget initiated in 2009
- $375,000 Additional budget approval requested in this action
- $825,000 Total project budget not-to-exceed

The residual project balance of $17,055 represents additional funding needs for certain equipment and fixtures which are not within the design-build contract scope of services.

This project is to be funded with Airport revenue either directly or through the repayment of General Obligation bonds.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the top-ranked proposer, Conco Construction, Inc., approve the contract for design-build services and authorize the necessary signatures, and approve the capital budget adjustment.

Attachments: Contract with Conco Construction, Inc.

CONTRACT FOR DESIGN-BUILD SERVICES

Mid-Continent Airport Landside Equipment Storage Facility

AGREEMENT made as of the **18th day** of **December** in the year **2012**

BETWEEN the Owner:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

and the Design-Builder:

Conco Construction, Inc.
3030 All Hallows Ave.
Wichita, Kansas 67217-1055

for the following Project:

Wichita Mid-Continent Airport Landside Equipment Storage Facility as outlined in RFP#240061 and supporting documents added as exhibits to this Agreement.

The Owner and Design-Builder agree as follows:

[*Table of Articles on following page*.]

TABLE OF ARTICLES

1 DESIGN-BUILD DOCUMENTS

2 WORK OF THIS AGREEMENT

3 COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 MISCELLANEOUS PROVISIONS

8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

TABLE OF EXHIBITS

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

B Design and Construction Specifications, dated November 13, 2012

C Airport Landside Equipment Storage Facility Site Plan, dated November 27, 2012
C1 Interior Layout, dated November 27, 2012
C2 Transformer Pad Detail, dated May 18, 2007

D PERFORMANCE BOND

E STATUTORY BOND

F Approved form of Design-Builder's Warranty

ARTICLE 1 DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits. The Design-Build Documents shall not be construed to create a contractual relationship of any kind: (1) between the engineer and Owner; (2) between the Owner and a Contractor or Subcontractor; or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the

Design-Builder to prepare or review and/or certify the plans and Specifications. An enumeration of the Design-Build Documents appears in Article 8.

§ 1.2 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 This Agreement may be amended or modified only by a Modification. A Modification is: (1) a written amendment to the Design-Build Contract signed by both parties; (2) a Change Order signed by both parties; or (3) a written order for a minor change in the Specifications issued by the Owner that has no effect on total cost or project duration.

ARTICLE 2 WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully perform the work in accordance with the Specifications attached to this Agreement unless otherwise modified. The work, more fully specified in the Exhibit B Design and Construction Specifications, and Exhibits C, C1 and C2 shall generally include:

§ 2.1.1 All building structure design and construction, and equipment, systems and appurtenances attached thereto;

§ 2.1.2 All sub-grade, pavement, drainage, elevation and utility design drawings, including stormwater detention and installation of clarifier, if required, which shall be reviewed and stamped by a civil engineer (PE) licensed in the state of Kansas.

ARTICLE 3 COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION

§ 3.1 The date of commencement shall be the date of this Agreement unless provision is made for the commencement date to be fixed in a notice-to-proceed issued by the Owner after the date of Agreement

§ 3.2 The Work Time shall be measured from either the date of commencement, or notice-to-proceed if later than the Agreement date, subject to adjustments of this Contract Time. If the Design-Builder fails to achieve completion of the work by the date(s) determined in this part, it is understood and the Design-Builder hereby agrees that deductions may be made from the moneys due the Design-Builder, to a maximum of the contract price, for each calendar day any work remains incomplete, not as a penalty or as retainage but as liquidated damages. Design-Builder will not be liable if performance failure arises out of causes beyond its control and without fault or negligence of the DESIGN-BUILDER (e.g., acts of God, war, fires, floods, freight embargoes), but ordinary weather delays shall not be used to extend the deadline set in this part. If the damages so calculated exceed the amount yet to be paid the Design-Builder, the Design-Builder shall remain liable for the difference, and shall timely pay that obligation.

§ 3.3 The Design-Builder agrees to achieve Substantial Completion on or before the expiration of **two hundred ten (210) CALENDAR DAYS** after the date of this Agreement, or authorized by the Owner through issuance of a written notice-to-proceed after the date of Agreement.

§ 3.4 The Design-Builder agrees to achieve Final Completion on or before the expiration of **thirty (30) CALENDAR DAYS** after the date of Substantial Completion.

§ 3.5 The Owner reserves the right to issue a notice-to-proceed for ordering of materials, and a second notice-to-proceed for the start of construction. In such case, the date of commencement shall be the notice-to-proceed for the start of construction.

§ 3.6 Liquidated damages may be assessed against the Design-Builder for failure to complete the work within the times specified in the amount of:

Substantial Completion TWO HUNDRED DOLLARS ($200.00) PER CALENDAR DAY

Final Acceptance TWO HUNDRED DOLLARS ($200.00) PER CALENDAR DAY

Liquidated damages shall bear interest from the day they arise at the rate of 18% per annum. Design-Builder acknowledges that payment of liquidated damages by set off from retainage avoids these interest charges, and is to its advantage. Therefore, Design-Builder hereby authorizes such set-off, should an instance arise that in the opinion of the Owner triggers the obligation for liquidated damages. Such set-off shall thereafter not be considered retainage, but may be challenged, if required, only as an independent equitable obligation, separate and distinct from the public construction contract.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Agreement. The Contract Sum shall be a Stipulated Sum in accordance with Section 4.2 below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be **eight hundred seven thousand nine hundred forty five dollars ($807,945.00)**, unless amended or modified in accordance with the provisions of this Agreement.

§ 4.3 The Stipulated Sum is based, in part, upon the following unit prices which are hereby accepted by the Owner:

§ 4.3.1 Unit prices are as follows:

Description	Units	Price ($ 0.00)
Finished concrete paving	**One (1) square yard**	**$47.00**

§ 4.3.2 The Design-Builder hereby agrees that applicable additions and/or deductions, if requested by the Owner, to the work shall be based upon unit prices, as applicable, identified in Section § 4.3.1 above.

§ 4.4 Changes in Work

§ 4.4.1 Adjustments of the Contract Sum on account of changes in work may be determined only by a Modification, including: (1) a written amendment to the Design-Build Contract signed by both parties; or (2) a Change Order signed by both parties.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Agreement.

§ 5.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payment to the Design-Builder not later than thirty (30) calendar days from the date an Application for Payment is received.

§ 5.1.4 The Design-Builder shall submit each application for payment in the format and detail and with the supporting documents required by Owner, along with other required reporting data.

§ 5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made either a) a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; b) exhaustive or continuous on-site inspections; or c) examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. (If approved in advance by the Owner, suitably stored at a location agreed upon in writing.)

§ 5.2 Progress Payments – Stipulated Sum

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to the terms and conditions of ARTICLE 5, final (100%) of the amount of the residual balance of the Contract Sum for the total project cost shall be made upon successful completion of the project. Successful Final Completion requires satisfaction of all contractual and regulatory reporting requirements. Partial or progress payments shall be made no more frequently than monthly as set forth in Section § 5.1.

§ 5.2.3 The purchase of all materials associated with this project are sales tax exempt under the laws of the State of Kansas, and the Owner shall not pay to the Design-Builder any sales tax for materials, materials or services purchase. A Sales Tax Exemption Certificate shall be provided to the Design-Builder by the Owner.

§ 5.3 Final Payment

§ 5.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 calendar days after the Design-Builder has fully performed the Design-Build Contract, including satisfaction of all reporting requirements, except for the Design-Builder's responsibility to correct non-conforming work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 The Design-Builder agrees, notwithstanding anything to the contrary contained in the bid documents or the Contract to be awarded herein, that the Owner shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Agreement to be awarded herein between the two parties shall be null and void.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Design professionals and consultants engaged by the Design-Builder shall be persons or entities experienced, qualified and duly licensed to practice their professions in the state of Kansas.

§ 7.2 The Design-Builder's Designated Representative shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.3 Design-Builder's Designated Representative shall not be changed without ten (10) days written notice to the other party. Design-Builder will change its designated representative upon 10 days request made by Owner.

§ 7.4 The Design-Builder understands and agrees that all representations, certifications and assurances made by the Design-Builder within the initial proposal and addenda, if any, shall apply under this Agreement as if fully rewritten herein.

§ 7.5 The Design-Builder, in performing the work required under this Agreement, agrees to comply with the provisions of the Non-Discrimination Equal Employment Opportunity/Affirmative Action Program requirements of the City of Wichita attached hereto as Exhibit A and incorporated herein by reference.

§ 7.6 For good cause, and as consideration for executing this Agreement, the Design-Builder, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the owner all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the owner pursuant to this Agreement.

§ 7.7 Design-Builder understands that it shall be solely responsible for the design of the Project and the means, methods, techniques, sequences and procedures of construction in connection with completion of the work. Design-Builder warrants the design and construction to be free from negligent errors and omissions, both for itself and all its subcontractors.

§ 7.8 The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

§ 7.9 The Design-Builder understands all Agreement documents are the property of the owner and shall not be used by the Design-Builder for any purpose other than the work to be performed under this Agreement.

§ 7.10 Warranty

§ 7.10.1 Design-Builder Warranty: Warranty entire project for a period of two (2) years. Warranty begins at final acceptance by Owner. The Warranty shall be in a form proposed by Design-Builder, subject to the reasonable approval of Owner.

§ 7.10.2 Project Warranty: Provide signed and approved written project warranty form to Owner prior to project start date, which shall be incorporated as part of the Design-Build Documents. Provide two (2) copies of signed, written project warranty on the approved form to Owner within 30 days of final acceptance.

§ 7.10.3 Provide Owner with two (2) copies of all written standard or extended warranties as provided by manufacturers for equipment and building materials, conveyed or transferred in the name of Owner.

§ 7.11 Insurance

Design-Builder shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below or higher amounts if required by the Owner in the Agreement. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless approved by the Owner, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received by the Owner prior to the commencement of work.

All insurance certificates will state that all coverages are in effect and shall not be cancelled or non-renewed without providing Owner, as Additional Insured, the same notice provided under the policy terms to Design-Builder. The Owner reserves the right to request and receive for review certified copies of any and all insurance policies to which this Contract is applicable prior to commencement of work. The failure of Owner to reject the Design-Builder's certificate of insurance shall not be deemed to constitute an acceptance by the Owner of a deficient certificate of insurance. If the Design-Builder fails to procure or maintain any of the specified coverages the Owner has the right, but not the obligation, to secure the coverage and charge the cost to the Design-Builder along with a 20% administrative fee.

The Design-Builder shall be responsible for determining the types and limits of insurance coverage required by their subcontractors. At a minimum, subcontractors shall carry Workers' Compensation, commercial general liability or professional liability insurance, as appropriate (minimum of $1,000,000 per occurrence) and commercial automobile liability (minimum of $1,000,000 combined single limit). Design-Builder shall require in their subcontracts that the Wichita Airport Authority, City of Wichita and others as may be required by Agreement shall be added as primary and non-contributory additional insureds (including completed operations) on the subcontractors commercial general liability policy, commercial automobile liability policy and excess liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the Design-Builder's obligations or liability under this Agreement or as a matter of law.

Insurance shall include the following terms and conditions:

Workers' Compensation
Design-Builder shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas and when applicable to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

Employers Liability Limits	$1,000,000/$1,000,000/$1,000,000

Builder's Risk
Design-Builder shall maintain Builder's Risk insurance in an amount equal to the initial Contract Amount plus additional coverage equal to value of any Modification. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs as required by Owner. Coverage shall include the interests of Owner, Design-Builder and Subcontractors at any level, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee. The policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site. The policy shall be maintained until all financial interest ceases.

Commercial Automobile Liability
Design-Builder shall maintain commercial automobile insurance, including contractual liability coverage. Coverage shall include all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits as outlined herein. An MCS-90 endorsement shall be procured, when applicable.

Combined Single Limit	$1,000,000 Each Accident

Commercial General Liability
Design-Builder shall maintain Commercial General Liability Insurance on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and Personal and Advertising Injury. Minimum limits, as outlined herein, shall be:

General Aggregate (per project)	$2,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Design-Builder must use ISO Form CG 00 01 or its equivalent with no amendments to the definition of an insured contract. The General Aggregate shall apply on a per project basis. Policy shall include a separation of insureds clause. The Wichita Airport Authority, City of Wichita and others as may be required by the Agreement shall be added as primary and non-contributory additional insureds (including completed operations).

Umbrella/Excess Liability Coverage
The Design-Builder shall provide minimum Umbrella/Excess liability limits (excess of Commercial General Liability and Commercial Automobile Liability) of:

Each Occurrence Limit	$2,000,000
Annual Aggregate Limit	$2,000,000

§ 7.12 The Design-Builder shall comply with all federal, state and local laws, statutes, regulations and ordinances, and Wichita Airport Authority rules and standard operating procedures which may pertain to the providing of services under this Agreement.

§ 7.13 General Provisions.

Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Design-Builder any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on Airport except that, subject to the terms and provisions of this Agreement and incidental to completion of this project.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Owner and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Owner for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. Owner covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Owner shall be delivered as follows:

The Wichita Airport Authority
2173 Air Cargo Road
Wichita Mid-Continent Airport
Wichita, Kansas 67209

Until any such change is made, notices to Design-Builder shall be delivered as follows:

Conco Construction, Inc.
3030 All Hallows Ave.
Wichita, KS 67217-1055

Captions. The captions/headings of the several Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability. If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the material rights of either party shall not be affected thereby.

Waiver of Claims. Design-Builder hereby waives any claim against Owner and its officers or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. The parties waive all claims against each other for incidental and consequential damages to include lost profits or revenues, equipment rental, office overhead, etc.

Right to Develop Airport. The parties hereto further covenant and agree that Owner reserves the right to further develop or improve Airport Terminal and all landing areas and taxiways as it may see fit, regardless of the desires or view of Design-Builder and without interference or hindrance.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employees of Owner shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Right to Amend. In the event that the Federal Aviation Administration (FAA) or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, or otherwise, Design-Builder agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

Time of Essence. Time is of the essence in this Agreement.

Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Relationship of the Parties. It is understood Design-Builder is not in any way or for any purpose a partner or joint venturer with or an agent of Owner. Design-Builder shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. Owner and Design-Builder hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement between Owner and Design-Builder, AIA Document A141-2004, as amended.

§ 8.1.2 The Supplementary and other Conditions of the Agreement are as follows:

§ 8.1.2.1 Request for Proposals #FP240061

§ 8.1.2.2 The Design-Builder's Proposal, dated September 21, 2012

§ 8.1.2.3 **Exhibit A** REVISED NON-DISCRIMINATION ANDEQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAMREQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

§ 8.1.2.4 **Exhibit B** Design and Construction Specifications, dated November 13, 2012

§ 8.1.2.5 **Exhibit C** Airport Landside Equipment Storage Facility Site Plan, dated November 27, 2012

§ 8.1.2.6 **Exhibit C1** Interior Layout, dated November 27, 2012

§ 8.1.2.7 **Exhibit C2** Transfer Pad Detail, dated May 18, 2007

§ 8.1.2.8 **Exhibit D** PERFORMANCE/MAINTENANCE BOND

§ 8.1.2.9 **Exhibit E** SURETY BOND

§8.1.2.10 **Exhibit F** Approved form of Design-Builder's Warranty

This Agreement entered into as of the day and year first written above.

Wichita Airport Authority (Owner)

Conco Construction, Inc (Design-Builder)

_____

Carl Brewer, Chairman
Wichita Airport Authority Board

Attest:

_____

Karen Sublett, City Clerk

_____

Victor D. White, Director of Airports

Approved as to form:

_____

Gary E. Rebenstorf, City Attorney

(*Document Date: 12-04-12*)

Exhibit A
(Revised 8-23-10)

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

LANDSIDE EQUIPMENT STORAGE FACILITY

Wichita Mid-Continent Airport

Design and Construction Specifications

Date: November 13, 2012

INDEX OF SPECIFICATIONS

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DIVISION 1 - GENERAL REQUIREMENTS

1.1 Design Services

a. Contractor shall provide Owner with project schematic design (SD) drawings for review and approval prior to commencement of any construction. The Owner will have no less than ten (10) business days to review and provide comment to SD.

b. Contractor shall provide Owner with project SD drawings for all utility tie-in locations for review and approval prior to commencement of any construction. The Owner will have no less than ten (10) business days to review and provide comment to SD.

c. The Contractor shall provide geotechnical testing, testing reports and analysis to the Owner to demonstrate, to the Owner's reasonable satisfaction, that sub-grade material, preparation and compactions are adequate and sufficient for the intended facility use.

d. The Contractor shall provide Owner with "value engineering" services, which for the purposes of this project, shall include consulting and advising the Owner and making recommendations in regard to any reasonably changes, improvements, modifications, additions, reductions, substitutions in products and services set forth under these Specifications that may have the effect of reducing the total project cost and without compromising or substantially reducing the overall quality, safety or functionality of the facilities. The Contractor shall promptly advise the Owner of any known deficiencies, errors or omissions that may be contained in these Specifications, and make recommendations for alternative remedies.

e. All sub-grade, pavement, drainage, elevation and utility design drawings shall be reviewed and stamped by a civil engineer (PE) licensed in the state of Kansas.

f. After project completion, Owner to be provided one (1) complete set of drawings, which depicts the actual as-built conditions of the completed construction.

g. The Contractor shall provide a boundary survey. Install monuments at all property corners.

1.2 Operations and Maintenance Manuals

a. Contractor is to provide Owner two (2) complete sets of operations and maintenance (O&M) manuals for all building equipment and control devices prior to project final completion.

1.3 Project Work Site Safety

a. Contractor is responsible to provide a safety plan to Owner prior to the notice to proceed. Plan is to include but not limited to, the safety of Contractor employees and subcontractors, regard to the safety of surrounding Airport tenants, safe use of Airport roadways and pedestrian safety.

b. Contractor is responsible to provide any necessary safety equipment, i.e. fencing, barricades, reflective cones and signs.

c. All OSHA standards, as well as Contractor submitted safety plan is to be followed to ensure the safety of construction workers.

d. Contractor is to provide Owner with contact information in the event of a jobsite emergency involving personnel or property.

e. Contractor is to immediately report any emergency that involves personal injury, damage to property or fire to the Airport Police & Fire Division.

Airport Police & Fire Division: 946-4740
Airport Maintenance Division: 946-4753

1.4 Work Site Requirements

a. Contractor is to provide a covered jobsite trash container for the disposal of discarded materials.

b. Contractor is to keep the premises and surrounding area free from the accumulation of waste material or rubbish caused by construction operation.

c. Contractor shall not cause or allow blowing dust on/from the jobsite, and if necessary, shall perform dust control.

d. Upon project completion, Contractor is responsible for the removal of all construction equipment, construction materials and trash.

e. Contractor is required to document the disposal location of discarded materials removed from the jobsite and provide Owner with copy of documentation.

f. Contractor will take all possible precautions to protect the building and surrounding area from damage. Contractor must immediately report any damage including but not limited to: Buildings, systems, utilities, cabling, concrete & pavement and equipment. Contractor will be responsible to repair any damage prior to receiving final payment.

g. Contractor assumes all responsibility for job site security and any loss of its equipment, tools, building materials and building contents.

h. Contractor is to store all equipment and building materials in a safe and secure manner for the duration of the building project.

i. Contractor and employee vehicle parking, storage, staging, lay down, etc. will be specified by Owner prior to project start date.

j. Contractor is responsible to provide sanitary provisions for their employees.

1.5 Work Schedule

a. Unless otherwise approved by the Owner, all work is to be performed Monday through Friday within daylight hours. Weekend or holiday work must have prior approval by Owner, and will not be unreasonably denied upon Contractor request.

b. Within two (2) weeks of notice-of-award the Contractor shall provide to Owner the project work schedule.

1.6 Permits and Fees

a. All work is to be completed in accordance with all federal, state and local building and utility code requirements. Contractor shall be responsible to obtain all required permits and pay all fees required thereof.

1.7 Standard of Workmanship

a. All work shall be accomplished in a good and workmanship like manner in accordance with generally accepted standard of care in the construction industry.

1.8 Construction Staging Area

a. The Owner shall provide an area to the Contractor in close proximity to and/or immediately adjacent to the project work site in appropriate size to accommodate construction lay-down, staging, material storage, parking and job site trailer. Upon project completion the Contractor shall return the construction staging area to its original condition at no additional cost to the Owner.

DIVISION 2 - SITEWORK

2.1 Site Preparation

a. All site drainage to meet City of Wichita regulations. Any/all necessary fill will be LVC material compacted to 95% standard density. All stripping and excess footing dirt to be lost on site.

b. Concrete test cylinders will be taken at each pour. Results will be furnished to Owner on request.

2.2 Earth Work

a. Trench all grade beams and machine excavate all footing pads. All sizes to be as per final plans stamped by PE.

b. Provide approximately 4" of compacted rock under floor slabs and sidewalks for final grade and compact with sled compactor prior to concrete placement. Contractor to accomplish all final grading, leveling and surface drainage; including six (6) inches of top-soil. All to be as per final plans stamped by PE.

2.3 Landscaping

a. Contractor to place/grade/level six (6) inches of top-soil.

b. All landscaping and decorative plantings will be accomplished by Owner.

2.4 Paving and Surfacing

a. Parking and drive as per drawing. Include all striping and necessary parking blocks next to building. All to be as per final plans stamped by PE.

b. Parking space quantity in the preliminary drawing is the Owner's required quantity, but may not satisfy current City of Wichita Building Code parking quantity requirements. The Contractor, with the Owner's assistance, shall apply for a variance determination from the City of Wichita Office of Central Inspection. **Additional Code required parking shall be an "add alternate" fee proposal.**

c. Curb and gutter design as per engineer design.

2.5 Stormwater and Sanitary Sewer

a. Tie into existing eight (8) inch sanitary sewer per drawing. Storm water design as required by City of Wichita Code. All to be as per final plans stamped by PE.

2.6 Gas

a. Tie into existing four (4) inch gas line per drawing.

2.7 Water

a. Tie into existing twelve (12) inch main water line per drawing.

2.8 Fire

a. Tie into existing twelve (12) inch main water line for fire hydrant per drawing.

2.9 Communications (Not Used)

2.10 Permits and Fees

a. All utility work is to be completed as per all City of Wichita Code requirements. Contractor is responsible to obtain all required permits, fees and payment thereof.

2.11 Liability

a. Contractor shall be responsible for identifying and marking any existing utilities. Contractor will be fully responsible to repair/replace any damages that occur to any existing utilities, pavement and structures whether marked or unmarked while completing the utility tie-ins.

DIVISION 3 – CONCRETE

3.1 Formwork

a. All forms to be straight material set with adequate bracing and stakes to keep a straight line and not settle during concrete placement.

3.2 Concrete Reinforcing

a. All rebar to be grade 60. Size and spacing of rebar to be approved and stamped by PE. Wire mesh in warehouse and exterior paving to be 6x6-6x6 wire mesh.

3.3 Concrete Accessories

a. Furnish and install all anchor bolts for pre-engineered structure. Bolt sizes and placement to be as per manufacturer's bolt plans.

3.4 Cast-in-Place Concrete

a. Slab thickness in parking lot, drive, material bins, warehouse, office, restroom, break room and mechanical room to be as per PE design.
b. All grade beams and pads to be 3000 psi rock mix at 28 days.
c. All floor slabs to be 4000 psi mix at 28 days.
d. General parking slabs to be 4000 psi mix at 28 days.
e. Drives to be 4000 psi mix at 28 days.
f. Exterior concrete flume to be 6" thick 4000 psi mix at 28 days.
g. Sidewalks to be 5" thick 4000 psi rock mix.
h. Concrete material bins to be 4000 psi mix at 28 days.

3.5 Concrete Material Bins

a. Construct three (3) reinforced concrete bins 10'H x 25'W x 25'D per drawing. Pad to be eight (8) inches thick and tie into drive per drawing.

3.6 Concrete Wash Bay

a. Construct interior concrete block wash bay 8'H x 25'W x 45'L. Finish block walls with mortar cap. Leave forty-eight (48) inch walk-thru opening in concrete block wall per drawing.

3.7 Sidewalks

a. Pour five (5) inch thick sidewalks from exterior walk through door to concrete drive (South side) per drawing.
b. Pour 4x4 Pad at exterior walk through door (North Side).

3.8 Concrete Finishes

a. Wash bay floor is to have a light broom finish.
b. Floor slabs to have hard smooth machine trowel finish.
c. Floor slabs to be stained in office, restroom and break room, to receive trowel finish as recommended.
d. Office, restroom and break room floor slabs are to be stained concrete and finished with one coat of solvent based acrylic followed by a top coat application of water-based acrylic sealer. Concrete stain color TBD by Owner.
e. All exterior concrete to have light broom finish.
f. All concrete to be sawed on approximately 12' centers as soon as concrete is set sufficiently.
g. All interior concrete eight (8) inch block to receive one (1) coat of water sealant applied as per manufacturer recommendation. Professional Water Sealant PWS15. No substitutions.

3.9 Concrete Curing

a. All exterior concrete to receive one (1) coat of cure-seal compound.
b. Interior floor slabs to be stained in office, restroom and break room are not to receive cure-seal compound. Curing process is to be water cured or E-CURE.
c. All other interior floor slabs to receive one (1) coat of cure-seal compound.
d. Except for office, restroom and break room, all other floor slabs to receive second coat of cure-seal when construction is complete.

3.10 Joint Sealing

a. Joint cuts to be three eighths (3/8) inch wide by two (2) inches deep. Hot fill all joints.

3.11 Asphalt Option (Not used)

DIVISION 4 – MASONRY

4.1 Masonry

a. Cap interior wash bay walls with mortar. Mortar cap to receive one (1) coat of water sealant applied as per manufacturer recommendation. Professional Water Sealant PWS15. No substitutions.

b. Building front to be brick wainscot below front windows. Brick style and color TBD by Owner. Seal brick with two (2) coats of brick sealant.

DIVISION 5 – METALS

5.1 Metal Fabrication

a. Five (5) inch steel guard posts to be installed per drawing at:

- **i.** Overhead door locations (12)
- **ii.** Concrete material bins (4)
- **iii.** Wash bay back wall (4)
- **iv.** A. C. Unit /Electrical step down transformer pad (2)

b. Posts to be set in full depth concrete no less than twenty four (24) inches below grade and forty eight (48) inches above grade and filled with concrete.

DIVISION 6 - WOODS and PLASTICS

6.1 Rough Carpentry

a. Wood blocking to be installed in walls as necessary for installation of restroom fixtures, accessories and restroom cabinets.

6.2 Finish Carpentry

a. Provide and install upper and lower cabinets in break room. Provided and installed by owner.

b. All cabinets to be pre-finished oak cabinets, Merrilat or equal. Provided and installed by owner.

c. All Formica tops to be Owner's choice of standard colors and patterns. Tops to have pre-formed back splash. Provided and installed by owner.

DIVISION 7 - THERMAL and MOISTURE PROTECTION

7.1 Finished Wall Insulation

a. All finished walls to receive three and one-half (3-1/2) inch batt insulation with kraft paper facing.

7.2 Wall and Roof Insulation

a. Roof insulation to be standard Metal Building Insulation, R value for this region, vinyl faced.

b. Walls to be four (4) inches insulation with reinforced vinyl facing VRR+.

7.3 Pipe Insulation

a. Insulate all water pipe that may be exposed to sub-freezing temperatures.

DIVISION 8 - DOORS and WINDOWS

8.1 Metal Doors

a. All hollow metal doors as per plans to be eighteen (18) gauge doors with sixteen (16) gauge frames. Manko metal doors.

b. All hollow metal doors to have galvannealed finish.

c. Install:

- **i.** Two (2) 36" exterior metal doors per drawing (warehouse exterior doors)
- **ii.** One (1) 36" exterior metal door with half lite tempered and tinted glass per drawing (front door)
- **iii.** Two (2) 36" hollow metal doors per drawing (restroom, mechanical room)
- **iv.** Two (2) 36" hollow metal doors with half lite tempered glass per drawing (office -break room)

8.2 Overhead Doors

a. Install three (3) 16' x 16' overhead doors with operators. Overhead doors to be twenty six (26) gauge steel commercial door, thermal value of 17.50 with steel back cover. No view out windows.

- **i.** Overhead Door Corporation 592 Series Thermacore Insulated Steel Doors; 16' x 16'. No substitutions.
- **ii.** RSX Series operators by Overhead Door Company. Door opener horse power to be as per manufacturer recommendation for door size. No substitutions.

8.3 Finish Hardware

a. All hollow metal doors to have lever action hardware to meet ADA regulations.

b. All doors to be keyed. All doors to have closers. Interior restroom door closer to be adjusted as per ADA. All interior doors to have floor mounted stops.

c. Door lock sets to be Schlage and keyed to Schlage Primus System. No substitutions.

8.4 Windows

a. Install two (2) exterior fixed frame windows per drawing. Size to be standard commercially available.

b. Manko aluminum windows 650 series. Substitutions equal or better accepted.

8.5 Glass and Aluminum

a. Door lite glass to be one quarter (¼) inch tempered glass. All aluminum to be bronze metal. All exterior glass to be one (1) inch tinted insulated glass with bronze finish.

DIVISION 9 - FINISHES

9.1 Metal Support System

a. All finished walls to be two and one-half (2-1/2) inch, three and five-eighths (3-5/8) inch, steel studs sixteen (16) inches on center. Studs to be eighteen (18) or twenty five (25) gauge.

9.2 Gypsum Board

a. All finished sheetrock to be five-eighths (5/8) inch fire code rock.

9.3 Special Wall Surfaces

a. All finished sheetrock surfaces facing warehouse area to receive forty eight (48) inch x three-quarter (¾) inch A/C plywood.

9.4 Acoustical Treatment

a. Ceilings to be 2 x 2 grid system. Tile to be Tegular style with medium fissure. Armstrong – Style; Cortega 703. No substitutions.

9.5 Flooring

a. All sheetrock walls to have four (4) inch black vinyl base applied at base of wall.
No resilient flooring to be installed in finished areas. Provided and installed by owner.

9.6 Painting and Finishes

a. Exterior Hollow metal doors, guard posts and overhead door jambs to receive one (1) coat of primer and one (1) coat of oil base enamel paint. Bronze color. Interior doors to be painted by owner.

b. Overhead doors to be pre-finished by manufacturer and match exterior panels in color. Color TBD by Owner.

c. All sheet rock walls to receive one (1) coat of primer tinted for finish color and two (2) coats of latex enamel paint. Promar 200 SW6105 – Satin sheen. No substitutions. Provided and installed by owner.

d. All interior plywood surfaces to be receive one (1) primer coat and two (2) coats of interior latex enamel paint. Preprite Problock Latex B51W20 series Primer, and Sherwin Williams B31W2251 – Semi Gloss (finish coat). Substitutions equal or better accepted. Provided and installed by owner.

DIVISION 10 – SPECIALTIES

10.1 Fire Protection Specialties

a. Owner is to provide and install fire extinguishers as per City of Wichita Building and Fire Code.

10.2 Identifying Devices

a. Furnish and install handicap parking signs and indoor signage in accordance with ADA requirements.

10.3 Toilet and Bath Accessories

a. Restroom to have one (1) mirror and one (1) set of grab bars. Provided and installed by owner.

b. Paper dispensers to be provided and installed by Owner.

10.4 Awnings

a. Provide and install permanent metal awning to cover building front entrance door. Style and color TBD by Owner.

DIVISION 11 - EQUIPMENT

11.1 <u>Vehicle Washing Equipment</u> (Not used)

DIVISION 13 - SPECIAL CONSTRUCTION

13.1 Interior Construction

a. Construct office, break room, restroom and mechanical room per drawing.
b. Finished wall height to be 9’5”.
c. Construct deck above office, break room, restroom, and mechanical room. Deck floor to be ¾” AC grade plywood.
d. Install drop ceilings at a height of 8’.
e. Install metal doors per drawing.
f. Frame Two (2) rough openings for solid metal frame view out windows per drawing.

13.2 Concrete Bin Roof

a. Provide material owner will install covered concrete bins with stick construction; slope and gutter for water runoff. Deck and finish with screw down metal roof. Height at openings to be a minimum of 15’. Per drawing details.

13.3 Security

a. Provide and install two boxes for cameras with ¾”conduit to IT location for future video surveillance system.

13.4 General Pre-engineered Steel Design

a. Building structural steel will conform to ASTM-36 steel standard. All material furnished shall be within standard industry tolerance for the material specified for the building stated design conditions. All structural steel to have an electroplated primer coat.

13.5 Structure Size

a. 80’ X 80’
b. Frame is to be clear span interior column free design. Eve height is to be a minimum of 20’. Final frame design is to be as per engineer recommendations and agreed upon by owner.

c. Roof slope (pitch) is to be 1:12. Final roof height and slope (pitch) design is to be as per engineer recommendation and agreed upon by owner.

13.6 Loading

a. Structural load to meet or exceed IBC requirements.
b. Wind load to meet or exceed IBC requirements and ASCE7 standard
c. Roof to have UL 90 uplift rating.

13.7 Sidewall Panels

a. Side wall panels to be 26 gauge 80,000 psi steel. Panels to have colored baked on enamel finish with 25 year warranty furnished by manufacturer. Color TBD by Owner from manufacture standard color options.

13.8 Roof Panels

a. Roof panels 24 gauge, and 80,000 psi steel with galvalume finish. Panels to have colored baked on enamel finish with 25 year warranty as furnished by manufacturer. Roof to be standing seam design. Color TBD by Owner from manufacturer standard color options.

13.9 Guttering

a. Building to have 6" heavy duty gutters with 4' x 6" downspouts. Gutters to have same appearance as gable trim. Color TBD by Owner from manufacturer standard color options.

13.10 Insulation

a. As specified in Division 7.

13.11 Liner Panels – Interior (Not used)

13.12 Inset-Outset Girts

a. As per engineer design.

13.13 Fascia System

a. As per engineer design.

DIVISION 15 – MECHANICAL

15.1 HVAC Systems

a. Install sufficient natural gas radiant tube heaters to maintain a minimum temperature of 65 degrees in warehouse area.
  - **i.** Superior Radiant Products - Model TX – High Efficiency gas radiant tube heater, with 10 year heat exchanger. No substitutes.

b. Natural gas radiant tube heater for wash bay.
  - **i.** Enerco – gas radiant tube heater, with 10 year heat exchanger.

c. High efficiency forced air condensing gas furnace for finished areas.
  - **i.** Trane upflow gas-fired condensing furnace. AUH2B060A9V3.
    Acceptable manufacturers: Trane, American Standard, Rheem.

d. High efficiency condensing unit with matching coil, cabinet. R-410a refrigerant.
  - **i.** Trane condensing unit, three phase 208/230v. 4TXCB025. Trane evaporator coil/cabinet. 4TTR5018E100A.
    Acceptable manufacturers: Trane, American Standard, Rheem.

e. Side-mount 1" furnace filter rack to furnace.

f. All ductwork back to furnace is to be installed in free area provide above drop ceiling.

g. Rectangular duct to be 28 ga galvanized metal.

h. Flexible duct may be used from metal trunk to supply and return air vents.

i. Direct duct all return air openings back to furnace.

j. All ceiling diffusers and return air grilles to be white 2 x 2 lay-in.

k. Digital setback thermostat control for HVAC split system.
  - **i.** White Rogers 1F86-0244 digital thermostat. No substitutes.

l. Digital setback thermostat control for warehouse tube heaters.
  - **i.** White Rogers 1F86-0244 digital thermostat. No substitutes.

m. Install restroom vent exhaust fan.
  - **i.** Broan Model 683.

n. All mechanical work is to be completed per City of Wichita Code.

15.2 Building Ventilation

a. Install adequate ventilation in warehouse area per City of Wichita Code.

15.3 Mechanical Vent Termination

a. Terminate all vents through sidewall where possible. No vent termination through building front.

15.4 Plumbing

a. Install 1” water service.
b. Install 4” sanitary sewer.
c. Oil/water separator to be discharged as per City of Wichita Code.
d. Storm water to be discharged as per engineer design in accordance with City of Wichita Code.
e. Install all gas lines.
f. Install copper for all interior plumbing.
g. Install roof/gutter below grade leaders to storm water drain. No surface water flow from gutters to storm drain system.
h. One (1) 6-gallon electric hot water tank per drawing. Provided and installed by owner.
  i. Bradford White M16U6SS – 6 gal. No substitutes.
i. One (1) ADA compliant restroom water closet. Provided and installed by owner.
  i. American Standard Titan; elongated ADA compliant. No substitutes.
j. One (1) ADA compliant wall urinal. Provided and installed by owner.
  i. American Standard. No substitutes.
k. Wall-mount lavatory sink with 4” single handle chrome faucet per ADA. Provided and installed by owner.
  i. Delta faucet. No substitutes.
l. Double bowl stainless steel sink 33”x 22”, 22 ga with single handle chrome faucet & side spray. Provided and installed by owner.
  i. Delta faucet. No substitutes.
m. Install ¾” copper water supply line to tie into pressure wash equipment. Provide isolation ball valve on supply line within 6” of pressure wash equipment.
n. Install mop sink basin with water faucet. Provided and installed by owner.
o. Install isolation ball valve on 1” water supply line entering building.
p. ¼ turn shutoff valves at fixtures.
q. All valves to be sweat ball valves.
r. Three exterior frostless hose bibs per drawing. Provide isolation ball valves within 6’ of line termination.

s. One interior hose bib per drawing. Provide isolation ball valve within 6' of line termination.

t. Provide adequate area drains in warehouse area. Pipe area drains to oil/water separator.

u. Provide 24x24 basin in wash bay. Pipe drain to oil/water separator.

v. All plumbing material and work is to be completed as per City of Wichita Code.

DIVISION 16 – ELECTRICAL

16.1 Primary System

a. Install 4 inch primary conduit system from specified switch gear to step-down transformer pad per transfer pad drawing. 150 KVA transformer pad to be provided by contractor. Pad is to be cast in place and will meet the specs of the transformer openings to accommodate underground line and load conduits. This pad is to be sufficient enough to support the weight of the approximately 6000 lb transformer. Refer to transfer pad drawing detail.

b. Install necessary conductors from switch gear to step-down transformer. Owner to provide fusing at the switchgear. Licensed electrical contractor to provide labor and material to connect the new primary cabling to transformer, including new load break elbows.

c. Install necessary conduit and conductors from step-down transformer to 400 amps 120/208 volt 3 phase panel to be installed.

d. Owner to provide 150kva, 12470v primary to 208v 3 phase secondary step-down transformer delivered to site.

Owner provided transformer will be specified to have:

i. 2-2.5% FCAN & BN Taps
ii. Live front primary bushings
iii. Bayonet fusing
iv. Surge Arresters"

e. Ground service as per City of Wichita Electrical Code.

f. All wire to be copper meeting NEC.

16.2 Circuits

a. 400 amps Square D panel or owner approved equal, 3 phase 208v. Size for spare breakers.

b. HVAC condenser circuit 3 phase.

c. 120v furnace circuit.

d. 120v electric hot water tank circuit.

e. Necessary 120v tube heater circuits.

f. Overhead door circuits, 3 phase.

g. Warehouse ventilator circuit.

h. 30 amp circuit for wash bay pressure wash equipment; 208v/3phase.

i. Necessary warehouse light circuits.
j. Circuit for auger outlet in warehouse - 20a/3 phase.
k. Interior light circuits (office, break room, restroom).
l. Interior wall outlet circuits (office, break room, restroom).
m. GFCI circuits as required by code.
n. Garbage disposal circuit.
o. Microwave circuit.
p. Exterior light circuits.

16.3 <u>Light Fixtures</u>

a. T8 light fixtures in warehouse area as necessary.
b. T8 interior 2 x 4 lay-in light fixtures (Office, break room, restroom).
c. Six (6) exterior wall packs with metal halide lamps per drawing.
d. Two (2) trunnion mount metal halide down lights (back of building).
e. Water tight down light per each concrete bin.
f. Mechanical room ceiling flush mount light.
g. Water tight light fixtures (T8) in wash bay.
h. Warehouse emergency lights as per City of Wichita Code
i. Warehouse emergency exit lights per City of Wichita Code.

16.4 <u>Outlets</u>

a. Two (2) Break room counter GFCI receptacles.
b. One (1) restroom GFCI receptacle per code.
c. One (1) GFCI receptacle at wash bay equipment rack.
d. Interior wall outlets (office, break room, restroom).
e. Three (3)110v outlets in warehouse per drawing.
f. Two (2) 110v exterior outlets per drawing.
g. One (1) 4 square outlet at IT location.

16.5 <u>Switches</u>

a. Interior light switches (office, break room, restroom).
b. Restroom exhaust fan switch.
c. Furnace power switch.
d. Mechanical room light switch.
e. Warehouse light switches per drawing.

f. Water proof enclosed switch for wash bay light.

g. Water proof disconnect switch for wash bay equipment circuit. To be located within 3' of equipment tie-in.

h. Water proof disconnect switch for AC condenser.

i. Switches for concrete bin down lights.

j. Contactor cabinet for exterior wall pack lighting and mounted in mechanical room.

16.6 <u>Conduit Raceway</u> (Not used)

16.7 <u>HVAC Control</u>

a. 24v control wire for warehouse and office wall thermostats.

16.8 <u>Communications Cabling</u>

a. Install 4" conduit from existing manhole WAA-CMH-701 to building IT location.

b. Install future use 4"conduit from IT location to north side of drive and cap off.

c. Mount 4x8x¾" fire rated plywood for phone termination block in IT location.

d. Install three (3) conduits inside building for phone. Located in office, break room and shop area.

e. Install one (1) conduit in office for network.

f. Install a ground connection at communication board from ground rod.

g. Install hand hold in 4" conduit north side of drive.

16.9 <u>Network Cabling</u> (Not used)

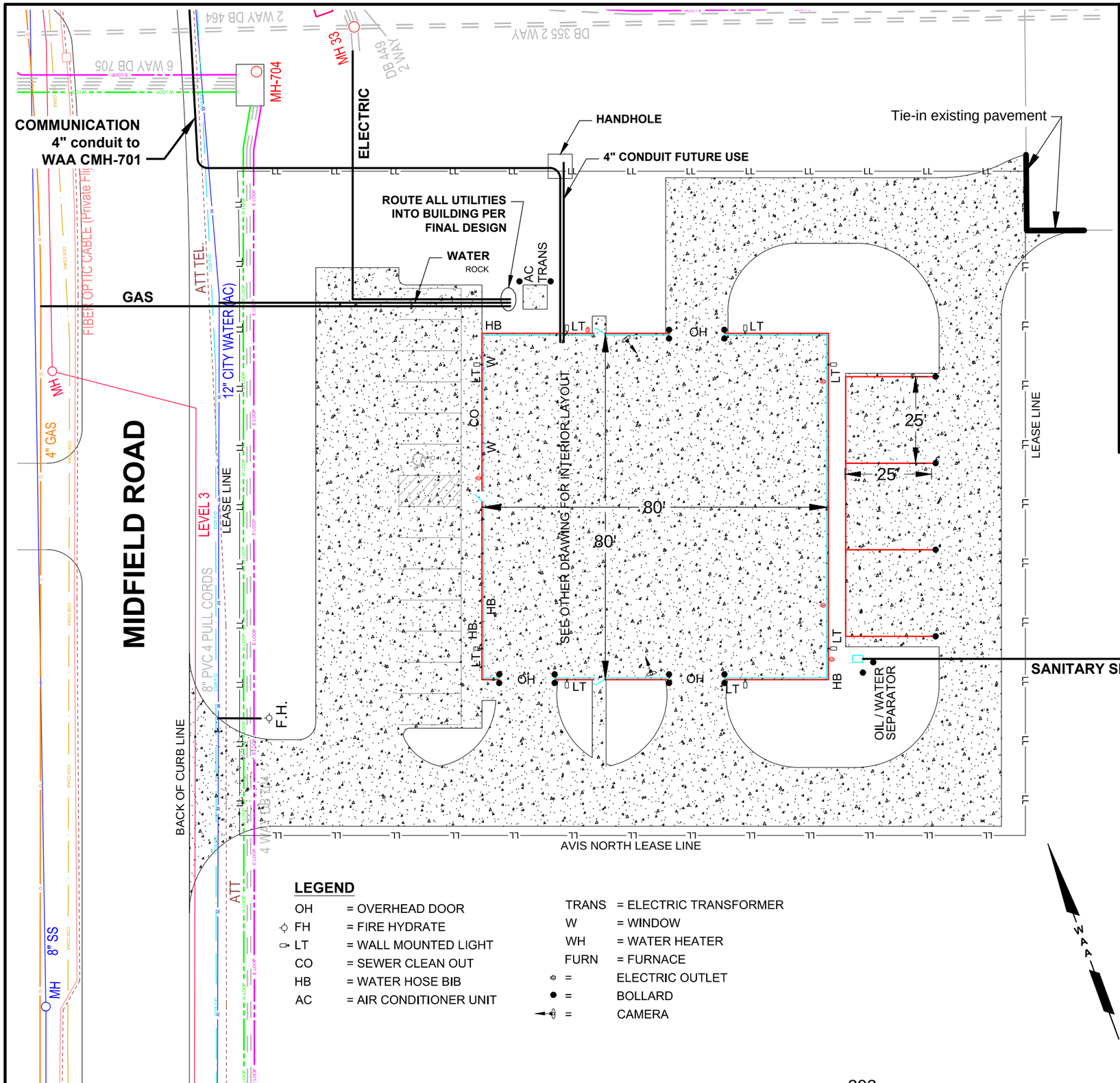
16.10 <u>Network Equipment</u> (Not Used)

16.11 <u>Fire Detection and Warning Devices</u>

a. Contractor shall furnish and install fire detection/warning devices as required by City of Wichita Building and Fire Code, and NFPA. Install all necessary wiring, conduit, standard and special boxes and cabinets. Any equipment not specifically mentioned in this specification, but required for the operation of a completely functional system shall be furnished and installed.

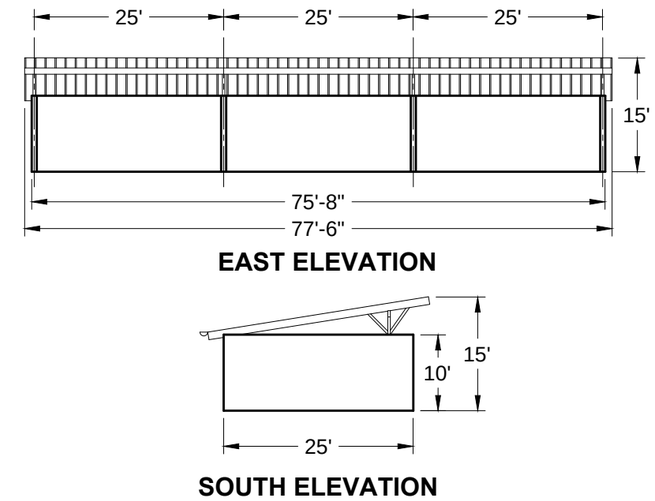
b. Fire protection devices are to be hard wired back to fire panel at IT location. System to be compatible with current Simplex detection system located at the Airport Police & Fire Division."

(Document Date: 11-13-12)



LEGEND

OH	= OVERHEAD DOOR
FH	= FIRE HYDRATE
LT	= WALL MOUNTED LIGHT
CO	= SEWER CLEAN OUT
HB	= WATER HOSE BIB
AC	= AIR CONDITIONER UNIT
TRANS	= ELECTRIC TRANSFORMER
W	= WINDOW
WH	= WATER HEATER
FURN	= FURNACE
=	ELECTRIC OUTLET
=	BOLLARD
=	CAMERA



MATERIAL STORAGE BINS

SCALE 1" = 30'

EXHIBIT C

SITE PLAN

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DRAWN BY	SCALE	SHEET
11/27/12	H.G.O.	n/a	1 of 1

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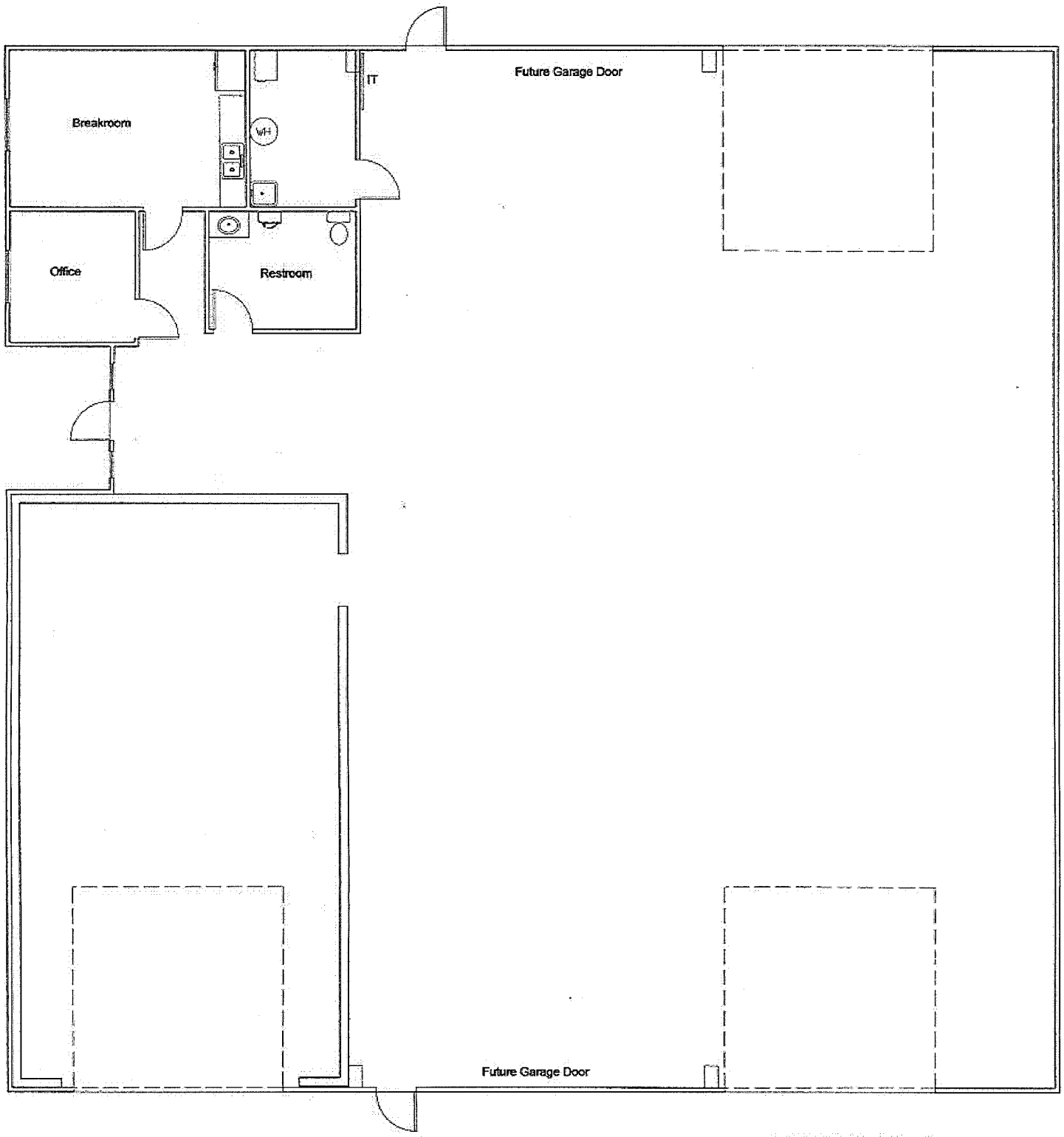
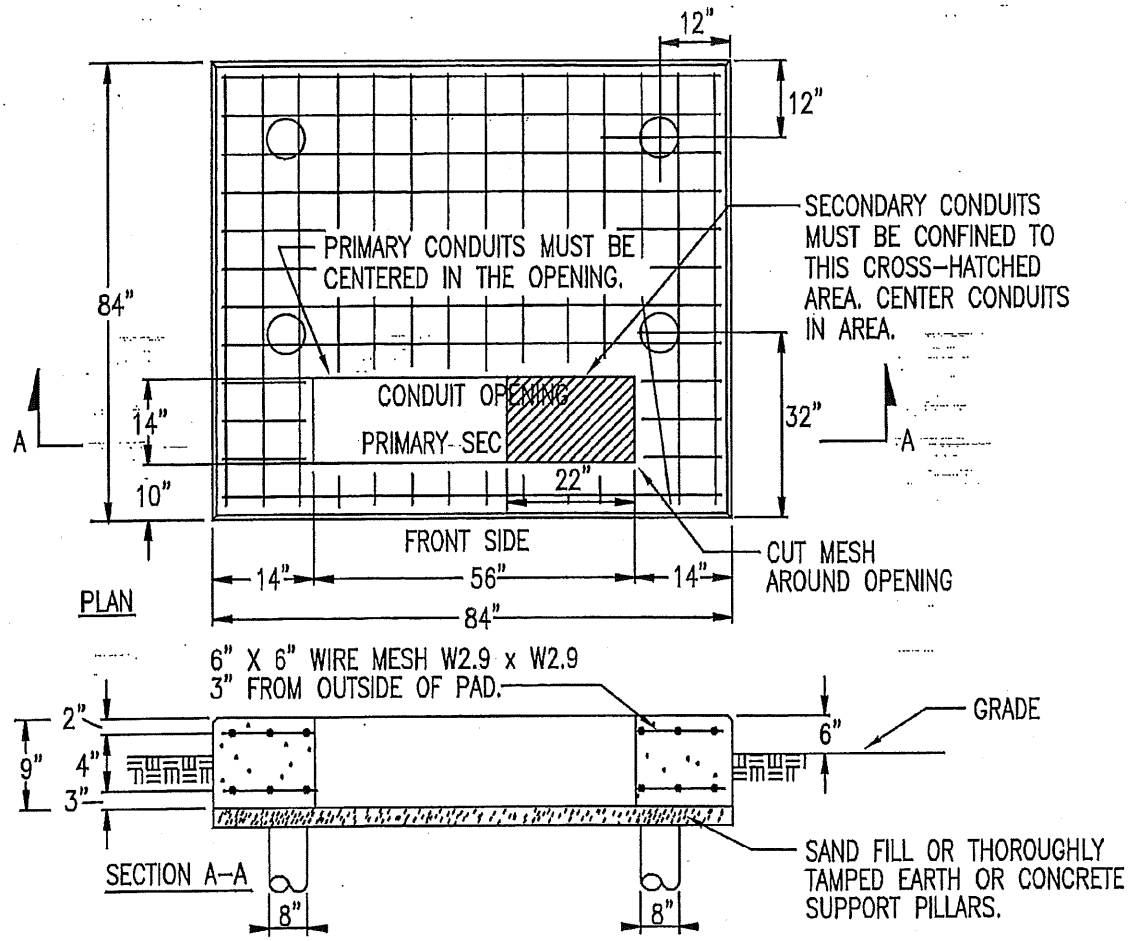


EXHIBIT C -1
INTERIOR LAYOUT
DATE 11/27/12
SCALE n/a



6 TRANSFORMER PAD DETAIL

NO SCALE 500KVA

NOTES

1. VERIFY ACTUAL DIMENSIONS WITH MANUFACTURER.
2. THE TOP OF THE TRANSFORMER PAD SHALL RECEIVE A SMOOTH TROWEL FINISH. THE CORNERS AND EDGES SHALL BE ROUNDED OR BEVELLED.
3. THE CONCRETE SHALL BE A MINIMUM OF 3,000 LB. MIX.
4. CONTRACTOR SHALL EXTEND FORMS DOWN TO AT LEAST 3" BELOW AVERAGE GROUND LINE.
5. TOP OF CONDUITS SHALL BE FLUSH WITH TOP OF PAD.
6. THE CONDUIT OPENING SHALL BE FREE AND CLEAR OF CONCRETE.
7. PILLARS ARE FORMED BY AUGERING AN 8" DIAMETER HOLE TO A DEPTH OF UNDISTURBED EARTH. A SEPARATOR, SUCH AS TAR PAPER, SHOULD BE PLACED BETWEEN THE PILLAR AND THE PAD SO THE PAD CAN BE LEVELLED AT A LATER TIME IF NECESSARY.

TRANFORMER PAD DETAIL			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
5/18/07	H.G.O.	N/A	1 of 1

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EXHIBIT D

PERFORMANCE/MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS**,** that_____ of **Conco Construction, Inc.** as principal, and_____ a corporation authorized under the laws of the State of _____ with general offices in _____ and authorized to transact business in the State of _____ as surety, are held and firmly bound unto the Wichita Airport Authority, Wichita, Kansas, in the penal sum of **eight hundred seven thousand nine hundred forty five dollars** (**$807,945.00**) lawful money of the United States, for the payment of which sum, well and truly to be made said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____day of _____, 2012.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Contract with the Wichita Airport Authority, Wichita, Kansas, dated _____, 2012 for the furnishing of all material and labor and doing of all the work of whatever kind necessary to design-construct certain **Landside Equipment Storage Facilities on Mid-Continent Airport** for the Wichita Airport Authority, Wichita, Kansas, all in accordance with the plans and the specifications for such work on file in the office of the Director of said Authority and in accordance with said Contract, a copy of which is, or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Contract on the part of said principal to be performed, and shall hold the Authority harmless against all claim, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said principal, and if said principal shall well and truly in good sufficient and workmanlike manner and to the satisfaction of the Wichita Airport Authority, Wichita, Kansas, perform and complete the work required as are set out in the Contract and other documents related to said work, then this obligation shall be void; otherwise to remain in full force and effect.

If the principal shall fail or neglect to pay any person, firm or corporation for labor bills, including the hire, rental or lease of equipment or machinery and the operators thereof, used on the work, or materials employed or used in carrying forward, performing and completing said Contract, within thirty (30) days after the same becomes due and payable, such persons, firms or corporations entitled to such pay may sue on this bond to recover from said principal and surety or either of them the amount so due and unpaid.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in triplicate.

_____
Company or Firm (Seal)

By_____

Title_____
Principal

_____
Surety (Seal)

_____
Surety Address

_____
Surety Phone Number

By_____
Attorney-in-fact

(A certified copy of the Agent's Power of Attorney must be attached hereto.)

EXHIBIT E

STATUTORY BOND
(KSA 60-1111)

KNOW ALL MEN BY THESE PRESENTS, that _____ of **Conco Construction, Inc.** as principal, and_____ a corporation authorized under the laws of the State of_____ with general offices in_____ authorized to transact business in the State of _____ as surety, are held and firmly bound unto the State of Kansas in the penal sum of **eight hundred seven thousand nine hundred forty five dollars** (**$807,945.00**) lawful money of the United States, for the payment of which sum well and truly to be made said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____day of_____, 2012.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into written Contract with the Wichita Airport Authority, Wichita, Kansas dated _____, 2012 for the furnishing of all materials and labor and doing all the work of whatever kind necessary to construct certain **Landside Equipment Storage Facilities on Mid-Continent Airport** for the Wichita Airport Authority, Wichita, Kansas, all in accordance with the plans and specifications for such work on file in the office of the Director of said Authority, and in accordance with said Contract, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with or in or about the construction or making of the above described improvement, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said Surety has caused these presents to be executed in its name, and its corporate seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

_____
Company or Firm (Seal)

By_____

Title_____
Principal

_____
Surety (Seal)

_____
Surety Address

_____
Surety Phone Number

By_____
Attorney-in-fact

(A certified copy of the Agent's Power of Attorney must be attached hereto.)
(To be filed with the Clerk of the District Court)

REQUEST FOR PROPOSALS

For
Design-Build Services
At
Wichita Mid-Continent Airport

WICHITA, KANSAS

I. GENERAL INFORMATION

A. Responses to this Request for Proposals (RFP) are due in the Finance Department - Office of the Purchasing Manager for the City of Wichita, Kansas no later than **3:00 p.m. on Friday, September 7, 2012**. One (1) original signed, and six (6) copies of the proposal submittal documents (submittals) shall be delivered to:

Melinda Walker, Manager
Finance Department – Purchasing
Mail Stop 1-123
City of Wichita
455 N. Main, 12th Floor
Wichita, KS 67202

B. Questions related to this RFP may be directed to:

Brad Christopher, Assistant Director of Airports
Wichita Airport Authority
Mid-Continent Airport
2173 Air Cargo Road
Wichita, KS 67209
(316) 946-4700
bchristopher@wichita.gov

C. Submittals must include the signature of an authorized official of the proposing firm. Submittals shall not exceed twenty-five (25) 8 ½ x 11 pages equivalent (11x17 size page counts for 2 pages). Excluded from this count are the transmittal letter, tabs and resumes. Submittals shall not contain electronic media. The transmittal letter shall not exceed two (2) pages, should include the relevant information for the contact person, be signed by an authorized official of the firm, and should summarize the key points of the submittal. Tab pages shall be blank except for the section name. The resume for the project manager or equivalent shall not exceed two (2) pages, and other resumes shall not exceed one (1) page per person.

D. Copies of this RFP are on file with the City of Wichita Finance Department – Purchasing, or available on website:

<http://ep.wichita.gov/eproc/venSolicitationsAll.asp?link=Open+Solitations>

It shall be the proposer's responsibility to monitor the City of Wichita website for addenda that may be issued under and as a part of this RFP at:

<http://ep.wichita.gov/eproc/venSolicitationsAll.asp?link=Open+Solitations>

E. Potential and prospective proposers to this RFP shall hereafter be referred to as PROPOSER(S). The Wichita Airport Authority shall hereafter be referred to as OWNER.

F. A pre-proposal meeting will be held to discuss this RFP at the Airport Administration Building, Wichita Mid-Continent Airport, 2173 Air Cargo Road, Wichita, Kansas, on the date and time shown in the SCHEDULE below. Staff will be available to present a brief overview of the proposed project specifications and work scope, and answer questions about submittals and selection process. Attendance at the meeting is not mandatory, but is encouraged. Conference calls shall not be permitted in the pre-proposal meeting.

G. A proposed preliminary draft Contract Agreement for design-build services is included as a part of this RFP. The provisions and terms of the Agreement may be revised or adjusted subject to the mutual agreement of the successful PROPOSER and the Owner. PROPOSER should present any unacceptable provisions, or proposed substantive amendments to the Contract Agreement in writing with the Submittal.

H. The OWNER intends to select the best qualified PROPOSER that will serve the interest of the public, the Wichita Airport Authority and the City of Wichita. The OWNER reserves the right to make an award on the basis of the greatest benefit of services received, and not necessarily on the lowest price. The Owner reserves the right to consider the best net price if add alternates are anticipated at time of acceptance.

I. The OWNER reserves the right to accept or reject any or all proposals, and waive any irregularities therein.

J. The OWNER reserves the right to accept or reject fee proposal(s), and/or other terms presented for consideration in a proposed Agreement with the OWNER. The OWNER reserves the right to terminate this solicitation and selection process at any time.

K. Unless otherwise requested by a PROPOSER for purposes of protecting proprietary company information, the OWNER shall retain all submittals and ideas submitted in proposals. Information that is considered by a PROPOSER to be proprietary is subject to release as a component of an open records request subject to review by the City Attorney. Proprietary information should be clearly marked as "confidential" or "proprietary" on each page on which the information appears. Pursuant to the Kansas Open Records Act, all proposals received become a public record upon award and execution of the contract or agreement by

the Wichita Airport Authority Board. PROPOSERS should not expect the OWNER to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the PROPOSER reasonably believes can be defended as being exempt from disclosure under the Open Records Act, the information must be capable of being separated or redacted from the proposal, and should be clearly and specifically marked.

L. Submission of a proposal, without identifying unacceptable provisions, or proposed substantive amendments to the Contract Agreement in writing with the Submittal, indicates acceptance by the PROPOSER of the conditions contained in this RFP, and the intent to enter an agreement for services with the OWNER.

M. During the evaluation process, the OWNER may request additional information or clarification from PROPOSERS, or allow corrections to omissions.

N. PROPOSERS are solely responsible for all costs associated with preparation and presentation of their proposal, and the cost of preparing and delivering proposals is not eligible for inclusion in the fee proposal.

O. The OWNER reserves the right to negotiate separately with any PROPOSER after the opening of proposals when such action is considered in its best interest. Subsequent contract negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counter offer on the part of the OWNER. The OWNER reserves the right to negotiate Fee Proposal in the interest of "value engineering" and total project cost reduction (if necessary) within the limits of budget funds available for this project.

P. By submission of a proposal, the PROPOSER agrees that it, nor its officers or employees, have any known conflict-of-interest with the parties involved, including the Wichita Airport Authority or the City of Wichita.

II. EMERGING BUSINESS PARTICIPATION

A. The City of Wichita encourages Proposers to include Emerging Business Enterprise (EBE) participation in their Proposals. Proposals shall identify the proposed participation of emerging and disadvantaged firms in the project, and identify the work to be performed.

B. Before an agreement is executed, the firm must submit to the OWNER an approved Equal Employment Opportunity/Affirmative Action Plan. This EEO/AAP does not have to be submitted with the proposal.

C. A list of EBE certified firms is available, upon request, from City of Wichita Purchasing at http://ep.wichita.gov/ or 316-268-4636.

III. SCHEDULE

A. Schedule

➢ RFP posted to City website and direct mailings (*no later than*)	**August 24, 2012**
➢ *Pre-proposal meeting (*1:00 P.M.*)	**August 31, 2012**
➢ Final day for issuance of addenda (*if necessary*)	**September 5, 2012**
➢ Proposals due	**September 7, 2012**
➢ Interviews with short-listed PROPOSERS (*OWNER'S option*)	**September 12, 2012**
➢ Contracts completed	**September 21, 2012**
➢ Wichita Airport Authority approval	(*to be determined*)
➢ Agreement start date (*estimated*)	**October 2, 2012**

**Pre-proposal meeting to be held in the Board Conference Room of the Airport Administration Building, 2173 Air Cargo Road, Wichita, Kansas.*

B. Some dates indicated in the SCHEDULE above are the OWNER'S best estimate of the key or critical dates relevant to this selection and contracting process as of the RFP advertising date. Some of the dates may be subject to change at the discretion of the OWNER, and shall be communicated by means of addendum, if appropriate, to this RFP.

IV. GENERAL PROJECT INFORMATION/SCOPE OF ENGAGEMENT

Design-build services associated with the proposed design and development of an Airport Landside Equipment Storage Facility on Wichita Mid-Continent Airport, including services, systems, equipment and components more specifically identified in the Design and Construction Specifications and Site Plan.

V. SUBMITTALS

The following information shall be submitted in the proposal, in the specific order outlined below.

1. Description of the PROPOSER'S primary business(es). *

2. Names and brief biographical information of company owner(s), manager(s), and project manager/Designated Representative which will be directly responsible for performance of services under this prospective Agreement. *

3. Description of company's recent relevant experience, including: *

   a. Design-build projects in general;

b. Commercial type design and construction of projects substantially similar in size and design within the city limits of the City of Wichita;

c. Value engineering experience with similar projects.

Submittal for this Section should contain project addresses, description of the facility size and design, and date/year of completion.

4. Prefer three (3) business references to be submitted for projects similar in size and design of this project within the city limits of the City of Wichita. References must include name of contact person, company or agency, and telephone number.

5. Project start and duration.

a. Specify in calendar days (no later than) the expected/anticipated construction start following design-build contract execution and notice-to-proceed.

b. Specify in calendar days the proposed project duration from notice-to-proceed to substantial completion.

******Note*: *Information, experience and qualifications for sub-contracting design engineering persons or firms should be separately identified as and where appropriate.*

6. Fee Proposal. PROPOSERS shall submit the following Fee Proposal:

a. Total (lump sum) amount; and

b. Addition alternates (add alternate):

- **i.** Additional Code required parking; Code variance required; add ten (10) additional parking spaces;
- **ii.** Vehicle pressure-wash system; install rack to house all necessary equipment, all water lines, plumbing, equipment and electrical hookups and accessories;
- **iii.** Install 7' high steel liner panels on all unfinished interior walls;
- **iv.** Alternate/replace exterior concrete paving with asphalt – six (6) inch asphalt, four (4) inch base course, two (2) inch wear surface;
- **v.** 7'5" high steel liner panels on all unfinished interior walls; and

c. Add or deduct alternate (at OWNER'S option):

- **i.** Finished concrete paving unit price per square yard.

VI. EVALUATION AND SELECTION CRITERIA

Proposals will be evaluated and ranked based upon the following criteria:

• Experience of assigned personnel	**10%**
• Experience of company with substantially similar recent projects	**25%**
• Experience with value engineering	**25%**
• Project commencement and duration	**15%**
• Fee proposal (including lump sum and add alternates Section **V.6.a.** and **b.** above)	**25%**

If, after considering the weighted factors listed immediately above, two or more proposals are equal or nearly equal, the award will be based solely on fee proposal from among those proposals determined to be otherwise equal or nearly equal.

(Document date: 08-22-12)

To: Brad Christopher 10

September 12 , 2012

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL NUMBER FP240061

RECEIVED
SEP 13 2012
W.A.A.

ADDENDUM # 1

WICHITA AIRPORT AUTHORITY/OPERATIONS DIVISION

Design/Build Landside Equipment Storage Facility

DUE DATE: FRIDAY, SEPTEMBER 21, 2012 AT 3:00 P.M.

The following items have been added to the specifications and made a part of **this proposal.**

1. **Addendum #1 Items are Attached.**
2. **Pre-Proposal Attendance is posted on the website http://ep.wichita.gov.**
3. **Revised Site Plan dated 9/11/12 is posted on the website listed above.**
4. **Transformer Pad Detail Drawing dated 5/18/07 is posted on the website listed above.**

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.

Clarence Rose
for Melinda A. Walker
Purchasing Manager

* *

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein

Date

Company Name

Signature of Company Representative

Print Name of Company Representative

Title

PROJECT: **Airport Landside Equipment Storage Facility Design-Build**
RFP NO. – FP240061

SUBJECT: Addendum # 1

DATE: September 12, 2012

Of the REQUEST FOR PROPOSALS document, page 5, section **V. SUBMITTALS**, sub-section **V.6.b.,**

DELETE: sub-section **v.** *"7'5" high steel liner panels on all unfinished interior walls; and."*

Section V, **SUBMITTALS**, subsection 1. Description of the PROPOSER'S primary business(es).*

ADD: Provide evidence of the capability to provide a Labor & Material Payment Bond, Performance/Maintenance Bond, and Insurance as required on this project.

Of the Design and Construction Specifications document, add/delete as follows:

#1

Division 2 Site Work, section **2.9** Communications; DELETE subsection **a**.

#2

Division 13 Special Construction, section **13.3** Security; DELETE subsection **a;** and ADD - *"Provide and install two boxes for cameras with ¾"conduit to IT location for future video surveillance system. Camera locations as per revised drawing dated 09-11-2012."*

#3

Division 13 Special Construction, section **13.5** Structure Size, DELETE subsection **b**; and ADD – *"Frame is to be clear span interior column free design. Eve height is to be a minimum of 20'. Final frame design is to be as per engineer recommendations and agreed upon by owner."*

Division 13 Special Construction, section **13.5** Structure Size, DELETE subsection **c**; and ADD – *"Roof slope (pitch) is to be 1:12. Final roof height and slope (pitch) design is to be as per engineer recommendation and agreed upon by owner."*

Division 13 Special Construction, section **13.5** Structure Size, DELETE subsection **d.**

#4

Division 15 Mechanical, section **15.4** Plumbing, DELETE subsection **u**; and ADD – *"Provide Mud trap in wash bay. Pipe drain to oil/water separator as per revised Site Plan drawing dated 09-11-2012."*

#5

Division 16 Electrical, section **16.1** Primary System, DELETE subsection **a**; and ADD – "*Install 4 inch primary conduit system from specified switch gear to step-down transformer pad per transfer pad drawing. 150 KVA transformer pad to be provided by contractor. Pad is to be cast in place and will meet the specs of the transformer openings to accommodate underground line and load conduits. This pad is to be sufficient enough to support the weight of the approximately 6000 lb transformer. Refer to transfer pad drawing detail.*"

Division 16 Electrical, section **16.1** Primary System, DELETE subsection **b**; and ADD – "*Install necessary conductors from switch gear to step-down transformer. Owner to provide fusing at the switchgear. Licensed electrical contractor to provide labor and material to connect the new primary cabling to transformer, including new load break elbows.*"

Division 16 Electrical, section **16.1** Primary System, DELETE subsection **d**; and ADD – "*Owner to provide 150kva, 12470v primary to 208v 3 phase secondary step-down transformer delivered to site.*

- *Owner provided transformer will be specified to have:*
  - *2-2.5% FCAN & BN Taps*
  - *Live front primary bushings*
  - *Bayonet fusing*
  - *Surge Arresters"*

#6

Division 16 Electrical, **16.2** Circuits, DELETE subsection **a**; and ADD – "*400 amps Square D panel or owner approved equal, 3 phase 208v. Size for spare breakers.*"

#7

Division 16 Electrical, **16.3** Light Fixtures, DELETE subsection **c**; and ADD – "*Eight (8) exterior wall packs with metal halide lamps as per revised drawing dated 09-11-2012.*"

#8

Division 16 Electrical, **16.4** Outlets, DELETE subsection **g**; and ADD – "*One (1) 4 square outlet at IT location.*"

#9

Division 16 Electrical, **16.6** Conduit Raceway, DELETE subsection **a**; and ADD – "*Install two (2) - 2" rigid PVC conduit for future use as per NEC and City of Wichita Code. Cap conduit at termination point and mark location with concrete at grade. See revised Site Plan drawing dated 09-11-2012.*"

#10

Division 16 Electrical, **16.8** Communications Cabling, DELETE subsection **a**; and ADD – "*Install 4" conduit from existing manhole WAA-CMH-701 to building IT location as per revised Site Plan drawing dated 09-11-2012.*"

Division 16 Electrical, **16.8** Communications Cabling, DELETE subsection **b**; and ADD - "*Install future use 4"conduit from IT location to north side of drive and cap off.*"

Division 16 Electrical, **16.8** Communications Cabling, DELETE subsection **c**.

Division 16 Electrical, **16.8** Communications Cabling, DELETE subsection **d**; and ADD - "*Mount 4x8x¾" fire rated plywood for phone termination block in IT location.*"

Division 16 Electrical, **16.8** Communications Cabling, DELETE subsection **e**; and ADD - "*Install three (3) conduits inside building for phone. Located in office, break room and shop area.*"

Division 16 Electrical, **16.8** Communications Cabling, DELETE subsection **f**; and ADD - "*Install one (1) conduit in office for network.*"

Division 16 Electrical, **16.8** Communications Cabling, subsection **g**; ADD – "*Install a ground connection at communication board from ground rod.*"

#11

Division 16 Electrical, DELETE section **16.9** Network Cabling.

#12

Division 16 Electrical, DELETE section **16.10** Network Equipment.

#13

Division 16 Electrical, **16.11** Fire Detection and Warning Devices, DELETE subsection **b**; and ADD – "*Fire protection devices are to be hard wired back to fire panel at IT location. System to be compatible with current Simplex detection system located at the Airport Police & Fire Division.*"

Owner responses to questions received:

Proposer question: "Are you going to store anything on the deck and if you are, can you give me some idea of what it might be. This way I can design the correct loading whether it be125lbs per sqft or more. Do you want stairs or a simple ladder for access?"

Owner response: We do not intend to store anything on the deck above the finished room spaces and never plan to. Please design to standard code considering that it will not be used for storage. Therefore, no ladder should be included either.

Proposer question: "*...how should stormwater issues be addressed?*"

Owner response: We will look toward the selected contractor to organize, coordinate, communicate with the City of Wichita OCI, WFD, PW&U as necessary to obtain their approvals/permits on any project element as necessary. The Airport Department will assist/support/participate in this as necessary. Even though we are a department of the City, there is no special treatment or procedure for us. You should plan your work just as if we were a private (non-government) entity.

Proposer question: "*...do you wish to have an oil/water separator or just a mud trap.*"

Owner response: Mud trap only in wash bay. Oil/water separator at exterior southeast corner of building. See revised Site Plan drawing dated 09-11-2012.

end addendum

To: Brad Christopher 10

September 18 , 2012

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL NUMBER FP240061

ADDENDUM # 2

WICHITA AIRPORT AUTHORITY/OPERATIONS DIVISION

Design/Build Landside Equipment Storage Facility

DUE DATE: FRIDAY, SEPTEMBER 21, 2012 AT 3:00 P.M.

The following item has been added to the specifications and made a part of **this proposal.**

1. **Addendum #2 Items Attached, Owner Responses to Questions Received.**

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.

Clarence Rose

for Melinda A. Walker
Purchasing Manager

* *

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein

______________________ Date	______________________ Company Name
	______________________ Signature of Company Representative
	______________________ Print Name of Company Representative
	______________________ Title

RECEIVED
SEP 19 2012
W.A.A.

PROJECT: **Airport Landside Equipment Storage Facility Design-Build**
RFP NO. – FP240061

SUBJECT: Addendum # 2

DATE: September 18, 2012

Owner responses to questions received:

Proposer question: "Could you confirm what type of equipment is planned to be stored in the facility?"

Owner response: Trucks and light equipment. Typical trucks/equipment that will be stored are: 2- 10 ton tandem dump trucks GW 25,500; 1- One ton flatbed truck GW 12,000; 3- Bob Cat utility vehicles.

Proposer question: "Will there be any hazardous material stored in the warehouse that would require a special exhaust system?"

Owner response: No storage of hazardous materials.

Proposer question: "Confirm that 2 mud/oil separators are required, as stated in Addendum 1?"

Owner response: One (1) mud trap in the way bay and piped to oil/water separator. One (1) oil/water separator located at southeast corner of building and piped to sanitary sewer as per drawing.

Proposer question: "The proposal documents do not seem to indicate if the exposed metal building framing is to be painted or remain shop primed only. Could this be clarified?

Owner response: Exposed metal framing is to be primed and not painted.

Proposer question: "The metal building suppliers have asked if a screw down galvalume roof is acceptable or if a standing seam roof is preferred?"

Owner response: Standing seam roof is preferred.

Proposer question: "Where is the storm sewer main? It is not shown on the site plan and we cannot find it when we walk the site. The specifications call for no surface draining so we need to know where to take the storm piping?"

Owner response: The nearest storm sewer opening is a cub inlet approximately 350' north of building site going along Midfield Rd. Storm sewer location was addressed at the pre-proposal site tour for those attended.

Proposer question: "My understanding is that the power washer is to be purchased and installed by the General Contractor. I cannot find the cutsheets that the specifications reference. Can you send me the cutsheet that the Airport Authority would like to use?

Owner response: The owner has not developed and issued any cutsheets or detailed specifications for the vehicle wash system. The information provided below is what we have obtained through our own research and is not intended to be a specification, but rather, an example/reference of the type of system that we would considered acceptable.

High Pressure Truck Wash System

Arimitsu 516 Pump
5HP 3-phase TEFC Motor
Degreaser
Hi-Pressure Wash
Foam Brush System
Hi-Pressure Rinse
Eaton Controls
Automatic Chemical Mixers
Holding Tank with Float
FloJet Low Pressure Pump
Automatic Weep System
2 High Pressure 180 Degree Wall Mount Booms
2 Low Pressure 180 Degree Wall Mount Booms
Nylon Brushes
Spray Gun with Trigger
NEMA 4 Control Box with Start switch and timer
Hose, Tubing and wire to Bay
NEMA 4 Control Box with Start switch and timer
8 position Rotary Switch
Split Controls for 2 Booms

Proposer question: "My electrician asked, who is responsible for supplying the primary wire to the new transformer?"

Owner response: In reference to question about supplier of line side voltage or conduit to the medium voltage transformer see Item #5 in Addendum #1.

Proposer question: "Will the 4" conduit that runs to MH701 be capped on the outside of the manhole?"

Owner response: The contractor is responsible for installing 4" conduit, cabling and terminations from a pre-existing stub-up inside of switch gear SS-27 to the medium voltage transformer at the proposed building. In reference to the 4" conduit to MH 701, this conduit is for communications and should run into the side wall of MH 701 and should be sealed.

end addendum

CONCO

CONSTRUCTION

September 21, 2012

Melinda Walker, Manager
Finance Department - Purchasing
Mail Stop 1-123
City of Wichita
455 N. Main, 12th Floor
Wichita, KS 67202

Dear Melinda:

Conco Construction is proud to present our proposal for your Airport Landside Equipment Storage Facility Project. Conco has significant experience building these types of facilities. In the following pages we will illustrate the unique experince, relationships and core values that set us apart from the rest of the construction industry.

Construction is the process of moving block after block in the right sequence at the right time. Contractors are differentiated by the manner in which they apply this simple methodology. Conco has the expertise to solve, even speed solve, complex projects. This is a process-centric business and we're experts in it.

Thank you for the opportunity to present this proposal. We believe we're the right partner to complete the Airport Landside Equipment Storage Facility.

Sincerely,

Kyle Blasdel
Project Manager

Company Overview ..... Tab 1

Project Team ..... Tab 2

Capability, Experience and Value Engineering ..... Tab 3

Business References ..... Tab 4

Fee Proposal ..... Tab 5

COMPANY
Conco Construction, Inc.

ADDRESS
3030 S. All Hallows Ave.
Wichita, KS 67217-1055

TELEPHONE 316.943.7111
FAX 316.943.4708

CONTACT
conco@concoconstruction.com
www.concoconstruction.com

Officers
D Craig Nelson, President
Wayne Winkelbauer, Chief Operating Officer

Legal Form
A Kansas Corporation established in 1975 for the purpose of providing superior quality General Contracting and Construction Services.

State Licensed
Kansas Missouri Oklahoma

Size of Staff Broken Down By Discipline

4 Administrative
1 Licensed Engineer
1 Safety Director and HR
3 Clerical
1 General Superintendent
12 Job Superintendents
12 Masons
3 Dirt Operators
12 Iron Erectors
5 Foreman
5 Project Managers
1 Project Manager Assistant
1 Comptroller
1 IT Specialist
3 Truck Drivers and Shop Personnel
19 Laborers
10 Concrete Finishers
2 Welders
15 Carpenters

Professional Accrediations
3 LEED AP Project Managers
Associated General Contractors
Women in Construction
Certified ACI Tilt-up Technician
ASHE Healthcare Certification
Licensed PE on Staff
Kansas Systems Builders Association Board Member

Construction Activitiy
Average of $40,000,000 over the last five year period

SPANGENBERG PHILLIPS TICE
ARCHITECTURE

SPANGENBERG PHILLIPS TICE ARCHITECTURE
FIRM PROFILE

Established in 1985 by **Ron Spangenberg** and **Randy Phillips**, Spangenberg Phillips Tice Architecture has over 27 years of experience in a variety of project types. Our varied experince includes civic, medical, retail, corporate office, financial, educational, religious, hospitality and entertainment facilities as well as multi-family and custom single family residential projects.

For institutional projects, including civic, educational and religious facilities, the key to success is translating the ideas, interests and needs conveyed by the building committee group into a cohesive design. By utilizing a collaborative approach, we balance the various elements into a sound and comprehensive design that provides the broadest representation possible.

With a staff of twenty-two, our firm is mid-sized by design ensuring our partners, who include Spangenberg, Phillips, Greg Tice, Rebecca Gates, Brad Teeter and Gina Loomis, maintain involvement in project design and not just firm management. At least one partner is personally involved with every aspect of a project from start to finish.

As well as partner involvement, we employ a team approach to ensure that projects are completed on schedule and within budget. The project team consists of the partner-in-charge, a project manager who ensures that designs meet client requirements and sees the project through construciton and a technical team that prepares the project for construction.

In addition to typical design services we also offer services in interior architecture and design. Through our experince in space planning and specification of color, finish materials, lighting and furniture, we provide design solutions that create unique and personalized interior environments.

Using the client needs and desires for a project as our foremost design tool, we examine every aspect of a project through the client's perspective. Through services customized to each client's unique design program and facility needs, we ensure total client satisfaction. We enjoy repeat client business, which we believe is a great testament to our work and reputation. Our ability to provide creative, innovative, cost effective and timely services lends to our overall excellence in customer service and to successful project completion.

We believe our success is driven by our people. Each member of the Conco/SPT team brings a unique perspective to the table and adds to our ability to exceed client expectations. Our goal for this project is to assemble our best team of leaders to guide it to completion.

Team members introduced on the following pages include:

Craig Nelson
President

Wayne Winklebauer
Chief Operating Officer

Kyle Blasdel P.E.
LEED AP
Project Manager

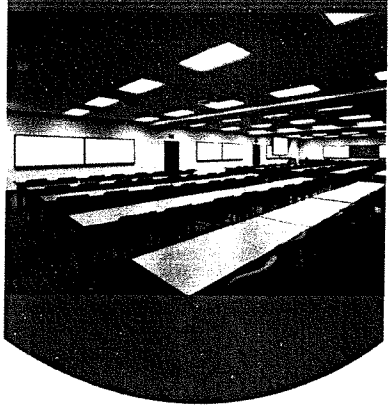
Norris "Slup" Slupianek
General Superintendent

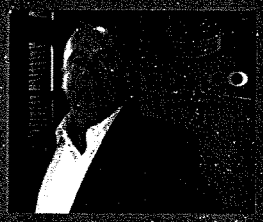
David Pipes
Project Superintendent

Greg Tice
Project Architect
Spangenberg Phillips Tice

As our building project evolved, we found Conco to be most knowledgeable of construction methods and how to deliver quality within a realistic cost structure. Weekly site meetings with the Conco staff were useful, informative and led to many unanticipated improvements.

Bob Hughey, Owner, L&H Properties





D. Craig Nelson
President

Bachelor of Construction Science, Kansas State University

Armed with a degree in Construction Science and over 25 years of field experience as a Superintendent, Craig guides all aspects of Conco's field operations. Craig's innovative thought process coupled with his persevering attitude pushes our project forward with the knowledge and power to finish under budget and ahead of schedule.

Craig is gifted with the ability to not only develop strategic plans for each project but he also has the ability to see them through to completion. With Craig leading the charge, our field operations operate and perform as a first class unit.

TRADE ASSOCIATIONS

Association of General Contractors (past member of board of directors)

Auditraining Committee chairman

COMMUNITY

Rose Hill Economic Development (member of board of directors)

Rose Hill Industrial Park Focus Group (member of board of directors)

Wayne Winkelbauer
Chief Operating Officer

With more than 39 years architectural and construction experience, Wayne is highly skilled in estimating and project management. He joined Conco in 1988 and has served in the capacity of chief operating officer since 2001. He supervises the daily operations of Conco's office personnel, including the work of project managers and estimators.

Wayne has developed many positive relationships in Wichita and the surrounding area as a result of his work across multiple industries and hundreds of projects. Well known for his interest in the quality and dynamic of work happening in the trenches, he provides critical oversight for every project under contract and support to the project team where needed. His knowledge of construction and estimating helps guide project managers in needed areas to help achieve project goals and timelines.

REFERENCES

[illegible] Wichita, KS

[illegible] Wichita, KS

[illegible] Wichita, KS

PROJECT EXPERIENCE

Southwestern College Winfield, KS
Numerous projects

Raytheon B46 Hangar (currently Hawker Beechcraft) Wichita, KS

Rubbermaid Warehouse Winfield, KS

Learjet L85 Expansion Wichita, KS

Kyle Blasdel, P.E.
Project Manager
LEED AP
Licensed Professional Engineer

Bachelor of Science, Architectureal Engineering, Kansas State University

Kyle brings a one of a kind technical background to the construction table. He is a licensed professional engineer with over six years of design experience. Kyle's detailed knowledge of the engineering systems allows him to offer constructability input early in projects.

Kyle uses his diverse background to lead the project from the initial design phases to full owner occupancy. Kyle's input during the design phase bridges the inevitable gap between the construction and design teams. This early coordination helps eliminate later field conflicts and seamlessly melds the two worlds together.

REFERENCES

[illegible]

PROJECT EXPERIENCE

Sonoca
Wichita, KS

Metal Improvement
Wichita, KS

SCKRMC Maintenance Building
Arkansas City, KS

Paratransit Facility
(building commissioning)
City of Wichita (KS)
LEED Silver Project

Kansas Spine Hospital
Wichita, KS

Schofield Pulck GMC
Wichita, KS

Norris "Slup" Slupianek
General Superintendent

With an exceptional calm sense of leadership, Slup is truly one of a kind. His experience with Conco extends more than 12 years as a superintendent/general superintendent. He demonstrates his outstanding leadership skills by managing subcontractors and suppliers to deliver work and materials in a timely manner.

Slup is responsible for each project staying on schedule and under budget by coordinating personnel, materials and equipment on a daily basis to ensure the highest quality projects. He spends 100 percent of his time on jobsites and also coordinates weekly safety meetings with field personnel to guarantee maximum jobsite safety. Through effective communication and scheduling, he manages the daily activities of subcontractors and Conco crews.

REFERENCES

[illegible]

PROJECT EXPERIENCE

Caldwell Schools
USD 360

City Hall
City of Bel Aire

Raytheon B46 Hangar
Raytheon

Cessna C-6
Wichita, KS

Cessna W-22 Hangar
Wichita, KS

David Pipes
Project Superintendent

Bachelor of Science, Construction Science & Management
Kansas State University

A Tier 1 superintendent with an ability to oversee all phases of multimillion-dollar construction, David safely manages multiple crews. He is proven to deliver on time and on budget while achieving the highest levels of quality. He has supervised diverse construction projects, including a $228 million ski resort in California under a CMP/CMR contract. He has completed diverse construction projects for Conco, including aircraft hangars, forensic science labs and, most recently, an addition to the transit center in downtown Wichita.

REFERENCES

John Fowler
Cessna Aircraft Company
Wichita, KS

Paula Downs
Sedgwick County
Wichita, KS

Michael Virgon
Wichita Transit
Wichita, KS

PROJECT EXPERIENCE

Cessna Co Aircraft Hangar/Office
Wichita, KS

Cessna W22 Aircraft Hangar/Office
Wichita, KS

Sedgwick County Forensic Science
Wichita, KS

Paratransit Facility
City of Wichita (KS)
LEED Silver Project

SPT

Greg Tice
Project Architect

Bachelor of Architecture, Architecture, University of Kansas

With over twenty years of project experience, Greg is a talented architect whose designs are both creative and cost effective. By focusing on client objectives as well as design aesthetics, Greg develops facilities that provide maximum benefit to clients through efficient space utilization and innovative design elements.

Greg has experience in various project types including civic, institutional, medical, office buildings and educational projects that range from $200,000 to $20 million as well as design build, negotiated and conventional bid processes.

PROJECT EXPERIENCE

Kansas Golf and Turf
Wichita, KS

Delta Dental Corporate HQ
Wichita, KS

Performing Arts Center
Marion, KS

Sports and Aquatic Center
Marion, KS

Maint Bldg / Police Station
Park City, KS

St Lukes Hospital
Marion, KS

Conco Construction has been a pacesetter in the design-build field for the past 35 years. We were recruited by the owners because of our ability to self perform a large portion of the project, which benefits quality control, budgets and schedules. Our ability to quickly arrive at construction budgets and accelerate the project is a capability few others can match.

Each of our projects present a unique challenge. We meet these challenges by opening lines of communication, developing creative value engineering strategies and getting the right people in the right places.

Some of our more recent design-build projects include:

Wichita Paratransit Facility: LEED Silver
City of Wichita
Wichita, Kansas
23,000 sf
$3,790,000

Great Plains Ventures Corporate Offices
Great Plains Ventures
Wichita Kansas
20,000 sf
$3,260,000

Excel Industries Paint Booth Facility
Excel Industries
Hesston, Kansas
40,000 sf
$3,800,000

NewSpring Church Classroom Addition and Remodel
NewSpring Church
Wichita, Kansas
20,000 sf
$2,200,000

Rubbermaid Warehouse Expansion
Newell Rubbermaid
Winfield, Kansas
300,000 sf

Transit Van Maintenance Facility, Wichita, KS
(Certified LEED Silver NC v2009)

Size:
- 23,000 SF

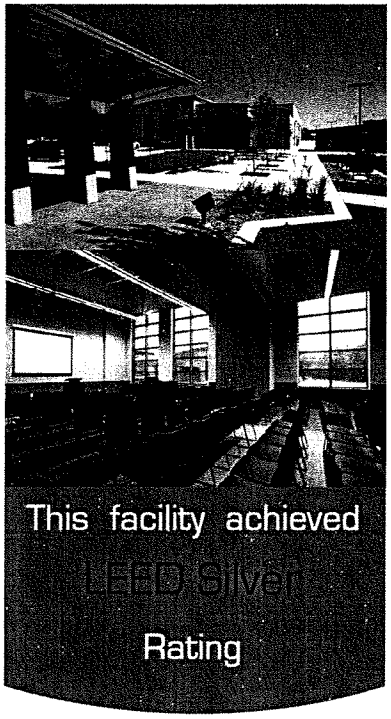
Relevancy:
- Municipal; Industrial; Office Space; LEED

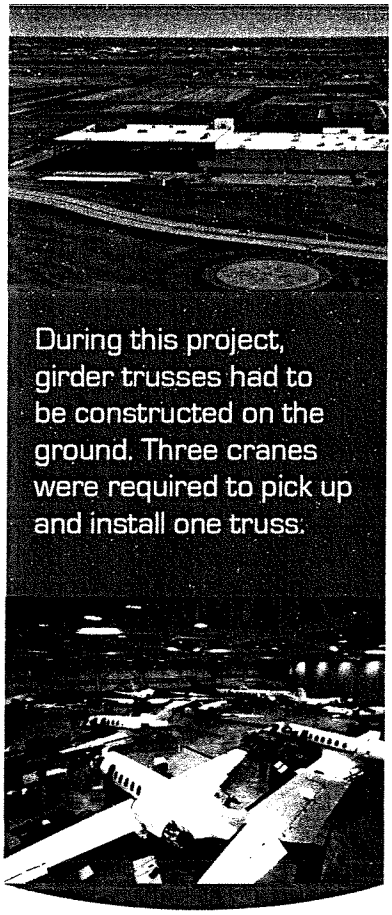
Functions Housed:
- Service bays; Bus wash; Office/Administration; Parts/Support; Conference/Training Room; Storage

Completed:
- 2011

Challenges:
- City of Wichita Design-Build Project
- LEED Certification
- Green Building Design/Construction

Reference:
- Mr. Stan Zienkewicz, Special Projects Coordinator
  Wichita Transit Authority, 777 E. Waterman, Wichita, KS 67202
  (316) 265-7221, szienkewicz@wichita.gov





Cessna Aircraft Company C-6 Expansion, Wichita, KS

SIZE:
- 83,500 SF

RELEVANCY:
- Industrial; Office Space

FUNCTIONS HOUSED:
- High-bay service areas; Office/Administration; Support Space; Warehouse/Storage

COMPLETED:
- 2009

CHALLENGES:
- Project adjacent to main taxiway
- Site utility tie-in w/o existing facility interruption
- Extensive site grading for building pad and site drainage
-

REFERENCE:
- Mr. John Fowler, Senior Facilities Specialist
  Cessna Aircraft Company, P.O. Box 7706, Wichita, KS 67277
  (316) 517-6223, jfowler@cessna.textron.com

Cessna Aircraft Company W-22 Hangar, Wichita, KS

Size:
- 32,500 SF

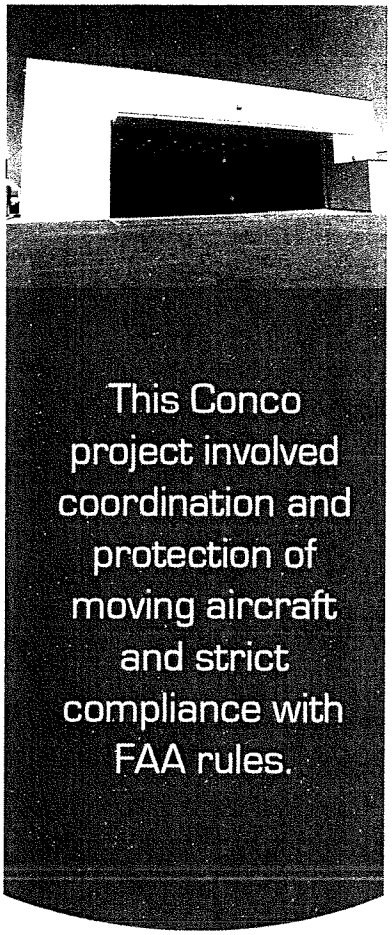
Relevancy:
- Industrial; Office Space

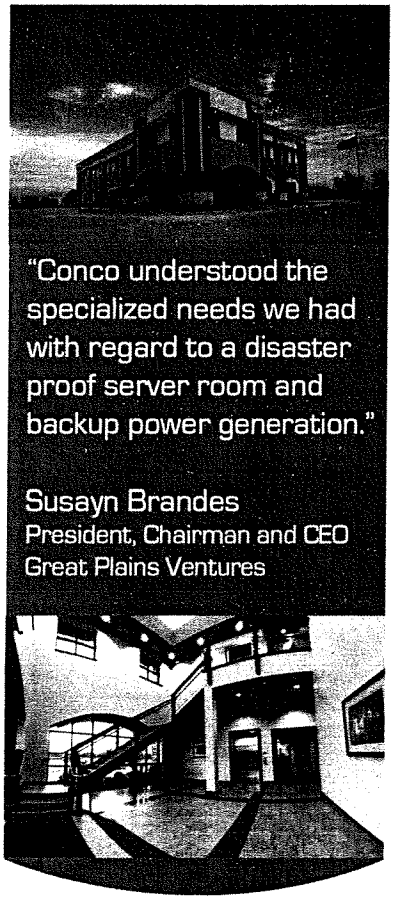
Functions Housed:
- Aircraft maintenance hangar; Office/Administration; Support space; Storage space

Completed:
- 2007

Challenges:
- Project adjacent to main Mid-Continent Airport taxiways
- Coordination and protection of moving aircraft
- Major site utility modifications

Reference:
- Mr. John Fowler, Senior Facilities Specialist
  Cessna Aircraft Company, P.O. Box 7706, Wichita, KS 67277





Great Plains Venture, Wichita, KS

Size:
- 20,000 SF

Relevancy:
- Corporate Offices

Functions Housed:
- Corporate offices, fire and storm resistant, command center for "IT" communication for satalite facility

Completed:
- 2009

Challenges:
- Design-Build project with a first-time owner
- Command Center "IT" Room - 24/7 Operation
- Fire and Storm resistant construction

Reference:
- Ms. Susayn Brandes, President, Chairman and CEO
  Great Plains Ventures, 3504 N. Great Plains , Wichita, KS 67220
  (316) 684-1540, sbrandes@gplains.com

Rubbermaid Warehouse, Winfield, KS

Size:
- 300,000 SF

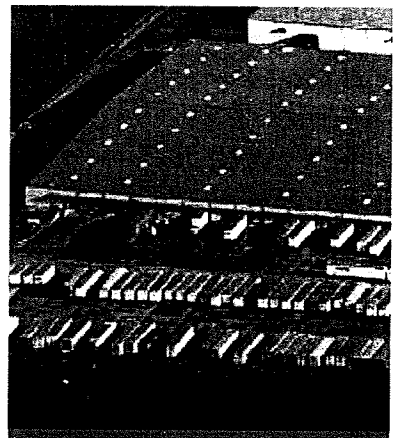
Relevancy:
- Industrial; Pre-Engineered Building

Functions Housed:
- Manufacturing / Storage

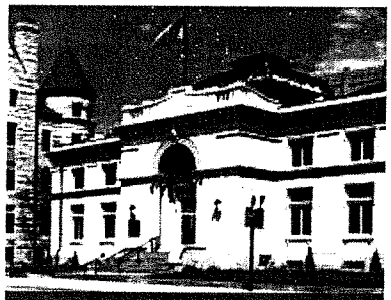
Completed:
- 2005

Challenges:
- 22,000 cubic yards of rock excavation
- Original plan modified during construction to incorporate half manufacturing
- Building structure ordered within 2 weeks of contract award

Reference:
- Michael Grant, Rubbermaid
  1616 Wheat Road, Winfield KS 67156



This Conco project involved significant rock excavation.



Keeper of the Plains Award 2011

Fidelity Bank Carnegie Library Restoration

Size:
- 20,000 SF

Relevancy:
- Design-Build

Functions Housed:
- Corporate offices

Completed:
- 2009

Challenges:
- Original construction per Historical Society Guidelines
- Structural steel walkway connects Carnegie Library to Fidelity Bank
- Miniman access & Historical considerations

Reference:
- Clay Bastian, Fidelity Bank
  100 E. English, Wichita, KS
  316-265-2261

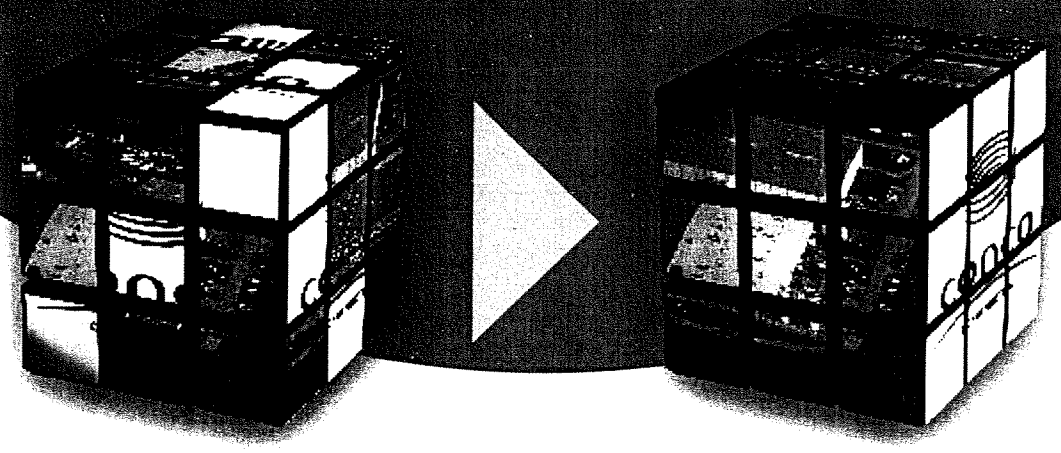
A case study in using our self-performing crews to achieve completion goal.

The following is a real-time accounting of what happened on a Rubbermaid project.

Rubbermaid contacted Conco Construction regarding fast-tracking a 300,000-square-foot warehouse for which they had an immediate need. The building would sit adjacent to Rubbermaid's existing facility in Winfield, Kan. Conco immediately began the following processes:

- Met with Rubbermaid to determine the scope and nature of the project.
- Over the course of the next three weeks, pricing was provided for a GMP.
- Design drawing started immediately, even prior to receiving a contract.
- The pre-engineered building was ordered after agreement of the GMP.
- Rock excavation (25,000cy) began with Conco crews Week 4 and continued through Week 7.
- Foundation systems and floors began on Week 6 and continued through Week 11. Floors were poured with our own crews in 50,000sf increments.
- Metal building arrived in phases beginning Week 9.
- The metal building system was erected using our own crews along with two additional crews from other companies to keep the project on schedule. The metal building was completed in Week 22.
- The interior masonry storm shelters were constructed by Conco masonry crews Weeks 18 through 23.
- Fire protection, HVAC system, plumbing systems and electrical were phased into the project Weeks 14 through 24.
- The outside truck dock paving was completed with our own forces Weeks 22 through 26.
- Crane systems were installed inside the buildings from Week 23 through 26.

This project could not have been completed in this time frame without the use of Conco's own self-performing crews. Self-performing allows activities to begin immediately while design is being developed. Eliminates waiting on bids from subcontractors for undefined work. Due to the size and schedule of this project, Conco also supplemented its own steel erection crews with crews from other erection companies. Timeframe from initial meeting with the owner to completion of the project and readiness for client use was seven months.



Safety:

We are serious about safety. We are serious because we value our team members and consider Conco Construction a really, really big family. The safety of everyone on our job sites is of paramount importance to us and we use the following strategies to ensure their safety:

- Weekly on-site safety meetings are held for job-specific work items.
- All subcontractors comply with Conco's safety plan.
- Conco conducts company wide safety training for all employees two days each year.
- Conco's in-house safety director routinely visits jobsites.
- Standard Company Safety Practices

Butler
Community College
Pure Learning Power

February 27, 2011

To Whom It May Concern:

It is a pleasure to provide this letter of reference for Conco Construction Company. Conco has been the college's partner of choice in our four most recent major campus projects: the main campus building at Andover; the new Andover Student Union; the Champions Training Center and the Hubbard Welcome Center.

All within the college agree that the outcomes associated with each of the aforementioned projects have been stellar. Conco not only met, but also exceeded our every expectation to produce stunning results that always were on time and on budget, which is a tribute to the efficiency and effectiveness of Conco's work, since all four projects had very aggressive timelines for completion.

Tangible evidence of the quality of Conco's work rests with its selection by the Kansas Associated General Contractors organization for awards of excellence for the student union and welcome center. Additionally, our internal stakeholders could not be more satisfied with the renovated and new facilities. From our students' perspective their new student union is a source of great pride and total functionality for an eclectic array of uses. Our coaching staff affirms that they could not have a better environment in which to conduct their seasons as well as recruit the best possible student athletes. On more than one occasion they have stated that their new facility rivals many Division I settings. As for the welcome center, Conco's work has created an inviting new front door to our campus and exceptional gathering space for campus and community groups.

What sets Conco apart from others can be summarized as follows. First, Conco is totally committed to quality that is reflected in every detail of its work. Next, it is unwaveringly dedicated to doing whatever it takes to meet the customer's needs, even if it means bringing in a crew that works around the clock over the weekend, so that classes can be held on Monday. Finally, when Conco accepts a project it is not treated as only a job; it becomes a true partnership that yields only the best possible results.

If I am making Conco Construction sound too good to be true it nearly is. But the fact of the matter is this: Based upon our numerous direct experiences with Conco, Butler Community College has nothing but the highest praise for this great entity.

Sincerely,

Jackie Vietti

Jackie A. Vietti, President

COWLEY COLLEGE

February 22, 2011

Wayne Winkelbauer, COO
Conco Construction
P O Box 9166
Wichita KS 67277

Wayne,

Just a quick note to let you know how excited we are to be working with Conco again.

When we were in the thinking stages of the indoor practice facility project now underway, you were right there with reliable projections of timeline and costs. We rely heavily on your knowledge and experience and the information that you provide in our evaluation of potential projects. We are always appreciative of your taking the time to provide this information, even on projects that we ultimately decide shouldn't be done right now.

As has always been the case, we enjoy working with a construction company that allows us to have input into the project as it goes along. It seems that every project looks right when it is on paper, but at some point in the process, someone always has a new idea and your folks help us evaluate that idea and implement it if it is the correct way to go. When those ideas increase the cost of construction, Conco always works with us to "value engineer" all areas of the project to help us stay on course with our original estimates. We have encountered that very situation on this building and the final product will be better because of your efforts.

During construction, I report monthly to my board as to the progress of the project. I've never hesitated, in any of our projects together, to state that we will meet the budget and we will be done on time. On-budget, on-time, and quality product are hallmark traits of Conco.

I spent a few minutes on site yesterday, and despite the harsh wind and cold temperatures, work goes on. I appreciate the dedication and hard work of your staff. I also appreciate knowing that if I need to talk to the superintendent, he will be open to listen to me and work with me. I have experienced this cooperation on every project we have done together. On the other side, none of the superintendents that I've worked with have hesitated to come to me if they need my help on something.

Cowley College | PO Box 1147 125 S. Second Street | Arkansas City, KS 67005-1147
tel 620.442.0430 fax 620.441.5350 www.cowley.edu

Page 2

I know you value your employees because I see a lot of the same faces from project to project. In fact, we have been fortunate to have the same superintendent on several projects. When we begin a project and I see that I'm working with the same architect, the same superintendent, the same project manager, and the same management that I have had success with many times prior, I know the finished product will be exactly what we want and need.

Thanks again for the team that you have assembled and for working with us on the indoor practice facility.

Sincerely,

Tony Crouch
Executive Vice President of Business Services

101 South Star Street
El Dorado, KS 67042
T 316.321.4774
F 316.321.7991

110 East Fourth Street
Newton, KS 67114
T 316.283.9280
F 316.283.9282

Juris P. Krievins

Vince E. Haines

Lester L. Limón

David A. Stewart

September 20, 2010

To Whom It May Concern:

It is with great pleasure and confidence that I share my opinion and extend this letter of recommendation to Conco, Inc. PKHLS has a history of working together with Conco that dates back to 1980's. We have found them to be responsive, fair, and, more importantly, honest in their business dealings.

Recently we have had the opportunity to work with Conco as a team through the Construction Manager type project delivery method. The projects have been demanding in time and scope and their expertise made the difference. Specifically, we have recently completed the new Hubbard Welcome Center on the El Dorado campus of Butler Community College. This project presented several challenges in site, building form, and budget. With Conco as a team member, the project was completed on time, and under budget.

One attribute that sets Conco apart is their ability to adapt and be actively engaged to aid the design group in finding creative solutions that respect the owner's interest and budget.

I welcome any questions you may have regarding this recommendation.

Sincerely,

Vince Haines, AIA, NCARB
Principal

Defying gravity since 1952!

www.pkhls-architecture.com

CONCO
CONSTRUCTION

SOUTHWESTERN
COLLEGE
THE PREMIER COLLEGE OF KANSAS

Jan. 30, 1998

Mr. Dan Waller, Vice-President
Conco, Inc.
3030 All Hallows St.
Wichita, KS 67217-1055

Dan:

I want to express my appreciation to you and everyone else at Conco for our seven years of partnership. It has been a great seven years! During this time you have worked with us to renovate or build eight facilities on the Southwestern College campus ... and are beginning the ninth! As you know, they include the following:

- Broadhurst Residence Hall—complete interior and exterior renovation,
- Roy L. Smith Student Center—significant interior renovation,
- Reid Apartments—complete interior renovation, including the gutting of the former interior space,
- Stewart Field House—new addition and significant interior renovation; anticipated completion on interior is summer 1998,
- Wroten Hall—first-time construction; finished in just 37 working days!
- Beech Science Center—first-time construction; an awesome facility!
- Soccer field—first-time construction,
- Elevator addition to Christy Administration Building—anticipated completion is February/March 1998, and
- Apartment complex—new construction; scheduled to begin this spring.

I anticipate our partnership will continue as the college moves into the 21st century. We still have buildings to renovate and may be able to build other new facilities that are just in the dream stages right now.

Conco delivers! In our working relationship through the years I've learned that Conco:

- keeps mutually-agreed-upon time schedules,
- delivers straight talk about options that will contain costs, and
- is willing to be a partner in the pursuit of quality.

Cordially,

Carl E. Martin
President

CEM:meb

100 College St. Winfield, KS 67156-2499 316-221-4150 Main Fax: 316-221-8224

FEE PROPOSAL

A. Total Lump Sum Bid: $907,000.00
   i. Includes:
      a. $12,000.00 for COW Storm Quality Control
      b. Builder's Risk Insurance
      c. COW Plan Review & Permit
      d. Gutters to curb inlets - not to storm sewer
      e. Fire Alarm
      f. Architect/Engineering Fees
   ii. Excludes:
      a. Tax (Project bid as Tax Exempt)
      b. Security Cameras
      c. Hazardous Material Handling
      d. Bid Bond
      e. Voice/Data Cabling
      f. Irrigation/Landscape (other than egg rock)
      g. Fire Protection/Engineering

B. Addition Alternates:

i. Additional Code Required Parking:	ADD	$12,250.00
ii. Vehicle Pressure Wash System:	ADD	$22,100.00
a. Based on specs in Addendum #2		
iii. Install 7' Liner Panels on all unfinished interior walls:	ADD	$10,450.00
iv. Replace Exterior Concrete with Asphalt Paving	ADD	$25,926.00
a. Code Required Parking:	ADD	$7,360.00

C. Unit Pricing:
   i. Finished 6" Concrete Paving (Unit Price) $/SY $47/SY

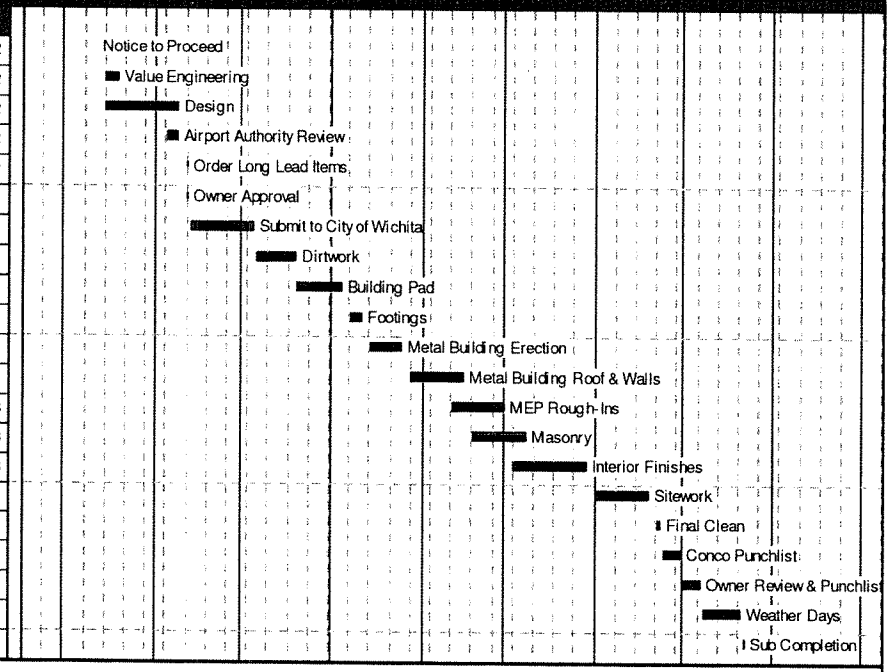
D. Projected Dates:
   i. Construction Start Following Contract & NTP: 45 Days
   ii. Construction Duration (Calendar Days): 210 Days
   iii. Refer to Preliminary Schedule on next page for additional information.

E. Bond Information:
   i. Design-Build Surety Bond Rate .85%
      a. Conco has an excellent bond rate and an unblemished record.

F. Value Engineering
   i. We have several value engineering ideas we are excited to share with you during the interview process. We look forward to meeting with you.

Conco Construction

Notice to Proceed	1d	1d	12OCT12	12OCT12
Value Engineering	5d	5d	15OCT12	19OCT12
Design	20d	20d	15OCT12	09NOV12
Airport Authority Review	5d	5d	05NOV12	09NOV12
Order Long Lead Items	1d	1d	12NOV12	12NOV12
Owner Approval	1d	1d	12NOV12	12NOV12
Submit to City of Wichita	15d	15d	13NOV12	05DEC12
Dirtwork	10d	10d	06DEC12	19DEC12
Building Pad	10d	10d	20DEC12	04JAN13
Footings	5d	5d	07JAN13	11JAN13
Metal Building Erection	10d	10d	14JAN13	25JAN13
Metal Building Roof & Walls	15d	15d	28JAN13	15FEB13
MEP Rough-Ins	15d	15d	11FEB13	01MAR13
Masonry	15d	15d	18FEB13	08MAR13
Interior Finishes	20d	20d	04MAR13	29MAR13
Sitework	15d	15d	01APR13	19APR13
Final Clean	2d	2d	22APR13	23APR13
Conco Punchlist	5d	5d	24APR13	30APR13
Owner Review & Punchlist	5d	5d	01MAY13	07MAY13
Weather Days	10d	10d	08MAY13	21MAY13
Sub Completion	1d	1d	22MAY13	22MAY13



Start date	04SEP12
Finish date	22MAY13
Data date	17SEP12
Run date	20SEP12
Page number	1A

© Primavera Systems, Inc.

Conco Construction
Airport Landside Storage Building

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point