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REVISON:
AIRPORT ITEM II-19 MOVED TO
AIRPORT NON-CONSENT VII-1

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 14, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on June 7, 2011

AWARDS AND PROCLAMATIONS

Proclamations:

IBM's Celebration of Service Day

Service Awards:

Michael (Mickey) Thull
Danny Oliver
Deputy Reserve Chief Galen Davis

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. Kelly Wendeln - Does CO2 pollute?

II. CONSENT AGENDAS

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. Kansas World Trade Center 2011 Economic Development Services Agreement.

   RECOMMENDED ACTION: Approve the proposed 2011 Economic Development Services Agreement for the Kansas World Trade Center with effective date of January 1, 2011 and authorize necessary signatures.

2. Purchase of Wichita Festivals Inc. Property at 131 North Waco. (District VI)

   RECOMMENDED ACTION: Approve the real estate purchase contract with Wichita Festivals, Inc. and the letter agreement with Drury Southwest Inc., adopt the amended bonding resolution and authorize the necessary signatures.

3. Cultural Funding Allocation Recommendation.

   RECOMMENDED ACTION: Approve the Fiscal Year (FY)2012 funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

4. Celebrate Safe Communities.

   RECOMMENDED ACTION: Hold the National Night Out event on August 2, 2011; move away from National Night Out in 2012; become a part of Celebrate Safe Communities with community events to be held on the first Tuesday of October; and the first Celebrate Safe Communities event would be held on October 2, 2012.

5. Purchase of Patrol Rifles and Supplies for Patrol Rifle Program.

   RECOMMENDED ACTION: Approve the purchase of (36) thirty-six Colt Patrol Rifles and the ammunition and supplies needed to train the officers and maintain the weapons.

6. Petition to improve the Big Slough South, south of 47th Street South, west of the I-135 Freeway. (District III)

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

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

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

1. Clear Channel Outdoor, Inc. Wichita Mid-Continent Airport.

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

(ATTACHMENT 1 – CONSENT AGENDA ITEMS)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2011	(Consumption off premises)
Farzana Ara Mojumder	Arvin Corporation dba KC Gas and Grocery	1161 North Broadway
William Gipson	Jasmine's One Stop	403 South Hydraulic

Renewal	2011	(Consumption on premises)
Alan Leffew	Bubba's Nekked BBQ, LLC*	2428 West 13th Street
Bach Pham	Edge Lounge and Café, LLC*	1556 North Broadway Ste 600

*General/Restaurant 50% or more gross revenue from sale of food.

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

3. Preliminary Estimates:
   a. Preliminary Estimates. (See Attached)

4. Consideration of Street Closures/Uses.
   a. Street Closure: Waco, Douglas to First Street. (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) Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Minutes of Advisory Boards/Commissions

Joint Investment Committee, May 5, 2011.

RECOMMENDED ACTION: Receive and file.

6. 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; and, 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.

7. Gypsum Creek Improvements between Armour and Eastern. (District II)

RECOMMENDED ACTION: Approve the budget increase, approve the project, adopt the amending resolution and authorize the necessary signatures.

8. Wichita Bicycle Master Plan Contract.

RECOMMENDED ACTION: Approve the contract for professional services with Toole Design Group for the preparation of Wichita Bicycle Master Plan, and authorize the necessary signatures.

9. Amendment to Bonding Resolution, Arena Phase I Project - Wayfinding. (District I)

RECOMMENDED ACTION: Approve the proposed amendment, adopt the bonding resolution and authorize the necessary signatures.

10. Contract for Transit Community Outreach and Input Study.

RECOMMENDED ACTION: The Selection committee recommends the City Council approve the Contract and authorize the necessary signatures for professional services in compiling a Community Outreach and Input Study.

11. Contracts and Agreements for May 2011.

RECOMMENDED ACTION: Receive and file.

12. Watershed Protection Plan, Little Arkansas River.

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

13. Second Reading Ordinances: (First Read June 7, 2011)
    a. List of Second Reading Ordinances. (See Attached)

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.

14. *ZON2011-00008 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located at the southeast corner of the intersection of Kessler Street and University Avenue. (District IV)

    RECOMMENDED ACTION: 1.Adopt the findings of the MAPC, approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

15. *SUB2011-00009 -- Plat of Hanna 2nd Addition located south of 37th Street North, on the west side of 159th Street East. (County)

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

16. *SUB2011-00021 -- Plat of Reeds Cove Medical Campus Addition located on the east side of 127th Street East, south of 21st Street North. (District II)

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

17. *SUB2010-00059 -- Plat of Moorings Addition Replat Reserve B located south of 53rd Street North and west of Meridian. (District VI)

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

18. *VAC2011-00010 - Request to a portion of a platted setback; generally located west of Hydraulic Avenue, south of 43rd Street South. (District III)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

Agenda Item No. IV-1

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Kansas World Trade Center 2011 Economic Development Services Agreement

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the contract.

Background: The City of Wichita has contracted for economic development services from the Kansas World Trade Center ("KWTC") in annual amounts of $50,000, starting in 1998 and continuing through 2009. Prior to 1998, KWTC received annual appropriations from the State of Kansas. From 1999 through 2002, Sedgwick County provided annual funding in the amount of $50,000. In 2003, KWTC moved its offices from the Wichita Area Chamber of Commerce to the first floor of City Hall and received limited in-kind logistical support in addition to the annual contract amount. In 2005, KWTC moved to leased office space at 111 South Market and in 2008, moved to the Wichita Executive Center at 125 North Market. The City Council approved a one-year contract for KWTC in April 2010 to continue funding for that year.

Analysis: The mission of the KWTC is to promote and facilitate international trade through education, communication and research. KWTC provides specialized assistance and research to companies wishing to expand its access to the global marketplace, or to enter it for the first time. In addition to providing consulting and targeted services and targeted research for companies that are actively seeking international trade opportunities, the KWTC also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

The Kansas World Trade Center provides many valuable services for the City of Wichita, including assisting with Sister Cities programs, co-sponsoring the International Trade Processing Center feasibility study, organizing and hosting visiting foreign trade delegations and assisting the Convention and Visitors Bureau (CVB), Greater Wichita Economic Development Coalition (GWEDC) and Chamber of Commerce with various international trade issues. In 2010, KWTC was engaged by the City to manage the City's role in the U.S.-China EcoPartnership program, in which Wichta has been paired with the City of Wuxi, China to study solutions to issues common to both cities, including trade opportunities.

Under the proposed contract for services with the City, KWTC will provide economic development services to increase international trade activity, for the period starting January 1, 2011 and ending December 31, 2011.

Financial Considerations: Payment for the contractual services will not exceed $50,000 per year for calendar year 2011. Funds for this purpose are allocated and will be paid from the Economic Development Fund.

Legal Considerations: The Economic Development Services Agreement has been approved as to form by the Law Department.

Goal Impact: Economic Vitality and Affordable Living. Promotion of international trade is a vital ingredient in a package of economic development services available to the community's business sector in order to ensure a vibrant and diverse economy.

Recommendations/Actions: It is recommended that the City Council approve the proposed 2011 Economic Development Services Agreement for the Kansas World Trade Center with effective date of January 1, 2011 and authorize necessary signatures.

Attachments: Economic Development Services Agreement

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

between the

CITY OF WICHITA

and the

KANSAS WORLD TRADE CENTER, INC.

THIS AGREEMENT, entered into this __ day of ____, 2011, by and between the City of Wichita (hereinafter referred to as the "City") and the Kansas World Trade Center, Inc. (hereinafter referred to as "KWTC");

WHEREAS, the growth of local businesses and an educated workforce are critical to the City's economic future;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1. ACCOUNTABILITIES and INCORPORATION BY REFERENCE

The KWTC agrees to carry out, under the direction of its President, programs in business expansion and workforce development designed to meet the objectives in Exhibits "B" and "C".

SECTION 2. TIME of PERFORMANCE

The services of KWTC will commence January 1, 2011 and will continue under this agreement until completion, or no later than December 31, 2011.

SECTION 3. REPORTS

The KWTC shall provide three (3) copies of the reports specified in Exhibit "C" to the City on a quarterly basis.

SECTION 4. EQUAL OPPORTUNITY and AFFIRMATIVE ACTION

KWTC agrees to comply with the provisions set forth in Exhibit "A" during its performance under this agreement.

SECTION 5. BUDGET

Professional Services:

January 1, 2011 to December 31, 2011

SECTION 6. COMPENSATIONS and PAYMENTS

The total amount of compensation to be paid to KWTC under this agreement shall not exceed $50,000. Payments under the 2011 budget will be made in quarterly installments. Each installment shall be in the amount of $12,500.00. In the event the expenditures for the specified objectives are less than the budget, the City's share of the under-spending shall be promptly returned to the City. In the event that services requested fall outside the scope of this contract, the KWTC will charge an hourly rate of $100 plus any direct expenses. This additional work must be authorized by the City Manager prior to its commencement.

SECTION 7. APPENDICES

All exhibits referenced in this agreement are hereby incorporated as though fully set forth herein.

EXHIBIT "A" City of Wichita Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts and Agreements

EXHIBIT "B" 2011 Work Plan

EXHIBIT "C" Kansas World Trade Center Business Accountabilities

SECTION 8. INDEPENDENT CONTRACTOR

KWTC and City agree that KWTC renders professional services under this agreement as an independent contractor and not as an officer, agent or employee of City.

SECTION 9. INTEREST of PUBLIC OFFICIALS and OTHERS

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

SECTION 10. ASSIGNMENT

The rights and obligations of KWTC hereunder shall not be assigned to any other entity without the prior written approval of the City.

SECTION 11. CONSTRUCTION

This agreement shall be construed in accordance with the laws of the State of Kansas.

SECTION 12. AUTHORITY

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

SECTION 13. PROVISION RELATING to the BUDGET LAW and CASH BASIS LAW

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

SECTION 14. TERMINATION of CONTRACT

A. Termination for Cause. If KWTC shall fail to fulfill in a timely and proper manner its obligations under this contract, or if KWTC shall violate any of the terms or conditions of this contract, City shall thereupon have the right to terminate this contract by promptly giving written notice to KWTC of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and its exhibits. The City shall not be obligated to compensate KWTC for services rendered after the date of giving of written notice of termination for cause.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reason(s) for the termination and the effective date of the termination.

SECTION 15. REPORTS and INFORMATION

Each calendar quarter during the term of this contract, KWTC shall furnish to the City, in such form as city may require, such statements, records, reports, data and information as the City requests pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by KWTC under this contract are confidential. KWTC will comply with the provision of state and federal regulations in regard to confidentiality of eligible participant records.

SECTION 16. INDEMNIFICATION AGREEMENT

KWTC hereby expressly agrees and covenants that it will hold and save harmless and indemnify the City, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of KWTC or of any employee or agent of KWTC or any of them.

SECTION 17. NOTIFICATION

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below:

City:	Office of the City Manager City of Wichita 455 N. Main, 13th Floor Wichita, KS 67202
KWTC:	Karyn Page President/CEO Kansas World Trade Center 125 N. Market, Suite 1260 Wichita, KS 67202

SECTION 18. AMENDMENTS

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

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

KANSAS WORLD TRADE CENTER

_____
Karyn Page, President/CEO

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

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"

Kansas World Trade Center
Business Accountabilities

The Kansas World Trade Center (hereinafter "KWTC"), as a condition of its agreement with the City of Wichita (hereinafter "City") will provide service aimed at increasing international trade in the Wichita area.

IMPACT: *Increased international activity among client businesses as a result of the services of the KWTC.*

SERVICES TO BE PROVIDED

1. Consultation and research for businesses, including:
   - Assess potential export markets or export projects & evaluate international market opportunities for a company's product(s)
   - Analyze competition in target international markets
   - Search for distributors or agents
   - Provide information on partnering and joint ventures
   - Assess and/or advise businesses on tariff & non-tariff barriers and cultural issues
   - Provide advice, consultation & referral regarding trade partner service providers in the areas of transportation & logistics, legal and financial
   - Provide education regarding current & pending trade regulations; Assistance regarding trade regulatory compliance; Identify and provide trade compliance training
   - Support universities, schools & the community by educating students on international trade & its impact or providing advice for international curriculum
   - Serve as a source for international product and/or contacts for global supply chain efficiency
   - Provide translation & interpretation services
   - Provide general consulting & research in functional areas of international trade

2. Develop & retain foreign government and foreign business relationships

3. Develop & implement trade seminars and conferences

4. Provide guidance & research regarding opportunities for additional Sister Cities partners and support for Wichita's visiting Sister Cities focused on facilitation of business meetings

OUTCOME GOALS

1. $500,000 annual impact – KWTC will assess value of services rendered through request of client to provide resulting dollar value. Due to the nature of services provided, dollar value may not be able to be determined by the client at the time of the request. Client will be asked & encouraged to provide an evaluation of services rendered if dollar value is undeterminable. KWTC's contribution to international sales value & improved performance of its clients, as well as the overall perceived value of services rendered during the calendar year will be calculated and provided in an aggregate report. A third party auditor may confirm the client impact claims based upon documentation provided by the clients to KWTC.

2. 250 entities served through consultation & research projects and/or inquiries

Note: Project/inquiries requiring services exceeding 15 minutes of time will be offered to client through proposal for contract services. The price of said is dependent upon several factors, including time and length of project, complexity of project, direct inputs necessary and applicable discounts.

3. 6 foreign government/business missions (incoming and/or outgoing) supported and/or managed by KWTC

4. 12 trade seminars and/or conferences serving 200 people

5. As needed support of the City of Wichita's designated Sister Cities through activities focused on economic development, including facilitating business and government meetings, communicating economic development opportunities, and economic development related research

REPORTING

The City will receive quarterly reports from KWTC.

Exhibit "C"

Kansas World Trade Center
Work Plan for 2011

IMPACT: Increased international activity among client businesses as a result of the services of the KWTC.

1. Generate report of annual impact on international sales and performance per KWTC services
    a. Online survey tools for more immediate evaluation of services rendered
    b. Survey local company participants in foreign government & business missions
    c. Survey seminar & conference attendees on site; Focused telephone interview with 3-5 attendees per seminar

2. Consultation and research for businesses

Action	Timeline
Quarterly e-mails to promote all services	Jan., April, July & Oct.
Business Development Calls	5 per week
At contact, introduce to IntelliPORT (Free usage and information)	At contact
Business Development & Retention Calls (Customer's business or named place)	5 per month

3. Develop & retain foreign government and foreign business relationships

Action	Timeline
Send introductory or follow up email to present Trade Relations Services and Kansas business opportunities (aviation & agri-business focus)	First quarter
Offer assistance with trade missions, event management, B2B arrangements, Site Visits, etc.	1st ,2nd , 3rd & 4th quarter
At contact, introduce them to IntelliPORT (Free usage and benefits for country promotion)	At contact
Attend events and build relations with Consul General and Trade Commissioners	At events

4. Develop & implement trade seminars and conferences
    a. Develop seminar topics & schedule; Publish online & market to clients
    b. Secure instructors, speakers and keynotes
    c. Press release & marketing flyer 6 & 2 weeks prior to seminar
    d. Work with seminar presenters to develop marketing messaging for

5. Support of the City of Wichita's designated Sister Cities through activities focused on economic development, including facilitating business and government meetings, communicating economic development opportunities, and economic development related research, *as needed.*

KANSAS
WORLD TRADE CENTER

2010 Annual Impact Report

Results of Customer Survey

KWTC seminar and conference attendees as well as trade mission participants were surveyed to determine the impact on international sales and performance per KWTC services.

Estimated savings per employee on travel/hotel expense by attending KWTC training in the Midwest:

- 34% of respondents reported savings between $1 - $500 per employee
- 41% of respondents reported savings between $501 - $1,000 per employee
- 25% of respondents reported savings between $1,000 - $3,000 per employee

Estimated or projected international sales (direct or indirect) through use of KWTC services:

- 77% of respondents estimated international sales between $1 - $500,000 through use of KWTC services
- 9% of respondents estimated international sales between $500,001 - $1 Million through use of KWTC services
- 13% of respondents estimated international sales of $1 Million or more through use of KWTC services

Statements from respondents:

"This offers a savings per employee on travel/hotel expenses by attending the training in Wichita of $1600 to $ 3600 per seminar per employee and an overall cost and work productivity savings of $300,000.00 to $500,000.00 per year. Thank you."

"The KWTC has saved our company thousands (of dollars) on seminars and travel. Classes that I used to take in DC, I am now able to take here in Wichita. I can call in and have a real person to talk to in minutes, and the same person can help answer my questions. Getting my questions answered does not break the bank either. Over all a friendly and professional organization."

"Through our relationship with the KWTC we have been successful in establishing an oversees distribution location and have greatly benefited from the professional networking of seminar presenters, as Subject Matter Experts, enabling us to work with them in follow on efforts to better develop our international sales abilities."

"Knowledge obtained through KWTC seminars is used on EVERY international shipment we make here which easily exceeds $500K annually."

"I have been to Wichita for the KWTC event with Chairman Fred Hochberg. I was able to meet Chairman Hochberg which was a great opportunity without the travel expense to go to

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kansaswtc.org

Washington D.C. So, in response to your question, I saved $500 to $1,000 of travel expense by going to Wichita, instead. However, the value of meeting the Chairman of ExIm Bank was of much greater value. I was able to move forward an application that was in process at ExIm."

"We are very pleased to have them as a local resource for international trade services and consider them to be invaluable with the services that they provide. They always present themselves to be highly accessible with an abundance of knowledge that they are always happy to share. Without the local training with the KWTC our company would not have even considered exporting. Thank you so much for your continued help with our export knowledge and training."

Statements from foreign delegations:

"Our collaboration effort with KWTC in hosting the Aviation Seminar was a big success due to KWTC's connection and strong relationship with aviation companies in Kansas area. We were especially impressed with KWTC's attention to details throughout the planning process and during the event, relieving us from many responsibilities. We have previously worked with some other World Trade Centers in the U.S. but KWTC's service tops them all."

"The entire program was well crafted and certainly reflected the fine standing that the Kansas World Trade Center has with the local Wichita community. It was a unique opportunity for [our] aerospace industry to discuss mutually beneficial business opportunities that I am confident helped set a foundation for long term business partnerships."

Service Area Spotlight

Education & Training

Goal: Design and implement 19 trade compliance, process, and language courses serving 440 attendees as well as 1 trade conference serving 100 attendees

Actual:

- 17 trade compliance, process, and language courses were designed and implemented serving 333 attendees
- 1 trade conference – a regional agribusiness outlook conference titled AgriNxt was designed and implemented serving 96 attendees
- Attendees are surveyed onsite at every seminar with follow up calls implemented to a sampling of companies/individuals

Trade Services

Goal: Provide general guidance, consultation and research, translation, and business credit check services to at least 250 companies or individuals

Actual

- Trade services were provided to a total of 404 companies/individuals

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- Follow up services and assistance is offered to companies/individuals

Trade Relations

Goal: Manage and/or support 6 government/business missions (incoming and/or outgoing) and provide continuous liaison and promotional efforts with foreign parties

Actual:

- Managed and/or supported 5 inbound and 3 outbound trade mission with the countries of China, Germany, Israel, Morocco, and Poland
- Maintained trade relations and provided assistance to interested foreign parties

Advocacy

Goal: Maintain efforts by KWTC staff to advocate on behalf of Kansas companies on trade issues

Actual:

- Central role in facilitating participation of Kansas companies seeking import tariff relief through the Miscellaneous Tariff Bill
- Provided updates on trade and regulatory issues affecting industry
- Maintained relationships and network within Federal government

Sister Cities

Goal: Provide guidance & research regarding opportunities for additional Sister Cities partners and support for Wichita's visiting Sister Cities focused on facilitation of business meetings

Actual:

- Managed Kaifeng delegation visit
- Produced and delivered industry research briefing on chemical industry to determine possible market opportunities for Kaifeng

Wichita-Wuxi EcoPartnership

Goal: Manage development and implementation of the program including financial and grant management

Actual:

- Hosted First EcoPartnership Summit for US EcoPartners in Wichita; sponsored by US State Department, US Department of Energy and Brookhaven National Lab
- Managed First leadership mission to Wuxi
- Managed regular activities of program, including communication and program development

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City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Purchase of Wichita Festivals Inc. Property at 137 N. Waco (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the real estate purchase contract with Wichita Festivals, Inc. and the letter agreement with Drury Southwest Inc. and adopt the amended bonding resolution.

Background: In 2008, the City of Wichita partnered with Drury Southwest, Inc. ("DSW") to facilitate DSW's acquisition and rehabilitation of the Broadview Hotel, including industrial revenue bond financing, property tax abatement, prepayment of parking garage special assessments and the use of STAR bond financing to redevelop the east bank of Arkansas River between Douglas Avenue and First Street. At the same time, discussions began between Wichita Festivals Inc. ("WFI"), DSW and the City concerning the purchase of property owned by WFI located at 137 N. Waco, immediately north of the Broadview Hotel and south of the parcel owned by the City located at First and Waco, which has been identified as a catalyst site in the Project Downtown Master Plan.

A fair market purchase price has been negotiated with WFI and a cost-sharing, lot split agreement has been negotiated between the City and DSW. The purchase of the property needs to be completed as soon as possible after the end of this year's River Festival to allow WFI to avoid having to find temporary storage for River Festival equipment.

Analysis: The purchase price for the WFI property is $247,500. This is consistent with the fair market value identified in an appraiser's opinion of value report commissioned by the City and used by DSW in negotiating the purchase price with WFI. Under the terms of the proposed Letter Agreement between the City and DSW, the City will pay $122,500 (one-half of the appraiser's fair market value) and DSW will pay the difference, $125,000. The transaction is structured with two separate purchase contracts, one for the City's purchase and one for DSW.

DSW will be solely responsible for demolition of the WFI building and construction of a driveway that connects to the driveway that wraps around the west and south sides of the Broadview Hotel, creating a better alignment of the driveway with the parking garage entrance. Once the alignment of the driveway has been surveyed for legal description, the property north of the driveway will be deeded to the City and the property including the driveway and the property to the south will be deeded to DSW. This is a 45%-55% split between the City and DSW, but it insures that the cost of maintaining the driveway, including taxes, will clearly be the responsibility of DSW. In addition to obtaining ownership of the WFI property north of the driveway, the City will also obtain clear title to the former railroad right-of-way adjacent to the WFI property, which will be added to the First and Waco catalyst site. A site plan showing the alignment of the driveway and the boundaries of the City and DSW parcels is attached.

In addition to the purchase price, WFI negotiated a lease of approximately 6,000 square feet of storage space in the lower level of the Broadview Garage for a maximum two-year term. As the contract manager of the city-owned parking garage DSW can enter into the lease directly with WFI, as set forth in the attached License Agreement between DSW and WFI. DSW has agreed to construct a temporary enclosure at the north end of the lower level of the garage to provide a storage area, at its sole cost.

Financial Considerations: The use of STAR bond financing for this purpose is proposed. This use is authorized by state law and by the approval granted by the Kansas Secretary of Commerce as part of the River District STAR Bond Project. STAR bond financing allows the capture of incremental state and local sales tax revenue generated within the project area to finance the cost of land acquisition, sitework, landscaping and infrastructure improvements. The City's River District STAR Bond Project includes the Keeper of the Plains Pavilion and Bridges, the Waltzing Waters fountain in the WaterWalk and the Riverbank Improvements between Douglas and First Street. The City has received approval from the State for the use of pay-as-you-go STAR financing, whereby temporary notes issued to fund project costs can be retired with state and local sales tax revenue in lieu of the issuance of STAR bonds.

Goal Impact: Core Area and Neighborhood. Acquisition of the WFI property will enhance the marketability of the catalyst site at First and Waco and facilitate the continuing revitalization of Downtown Wichita.

Legal Considerations: The attached Real Estate Purchase Agreement between the City and WFI, the attached Letter Agreement between the City and DSW and the attached amended bonding resolution have been reviewed and approved as to form by the Department of Law. The amendment to the bonding resolution increases the not-to-exceed cost of the riverbank improvement project from $2,200,000 to $2,350,000.

Recommendations/Actions: It is recommended that the City Council approve the real estate purchase contract with Wichita Festivals, Inc. and the letter agreement with Drury Southwest Inc., adopt the amended bonding resolution and authorize the necessary signatures.

Attachments: Site Plan
Real Estate Purchase Contract
Letter Agreement
License Agreement
Resolution

021001

Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-149

A RESOLUTION AMENDING RESOLUTION NO. 09-358 AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN CONNECTION WITH THE RIVER CORRIDOR IMPROVEMENT PROJECT.

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

SECTION 1. Section 1 of Resolution **09-358** is hereby amended to read as follows:

"SECTION 1. Section 2 of Resolution 08-481 is hereby amended to read as follows:

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay the cost of public improvements included in the River Corridor Improvement Project. Such costs include land acquisition, architectural fees, consultant costs, construction costs and direct expenses associated with development and construction of the public improvements identified in the River Corridor Improvement Project Master Plan approved by the governing body of the City of Wichita. The public improvements shall be located on the East Bank of the Arkansas River, from the south end of the Douglas Avenue Bridge north, and may include land acquisition, demolition, pedestrian and bike paths, paving utilities extensions and relocations, sidewalks, riverbank improvements, public plaza areas, public art, lighting, benches, landscape improvements, irrigation and handicapped accessible facilities and equipment.

The cost of the construction of the above described improvements is estimated to be Two Million Three Hundred Fifty Thousand Dollars ($2,350,000) exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements are not paid by STAR bonds, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, up to a maximum amount of $2,350,000, exclusive of the cost of interest on borrowed money."

SECTION 2. The original of SECTION 1 of Resolution No. 09-358 is hereby rescinded.

SECTION 3. 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 14th day of June, 2011.

_____
Carl Brewer, Mayor

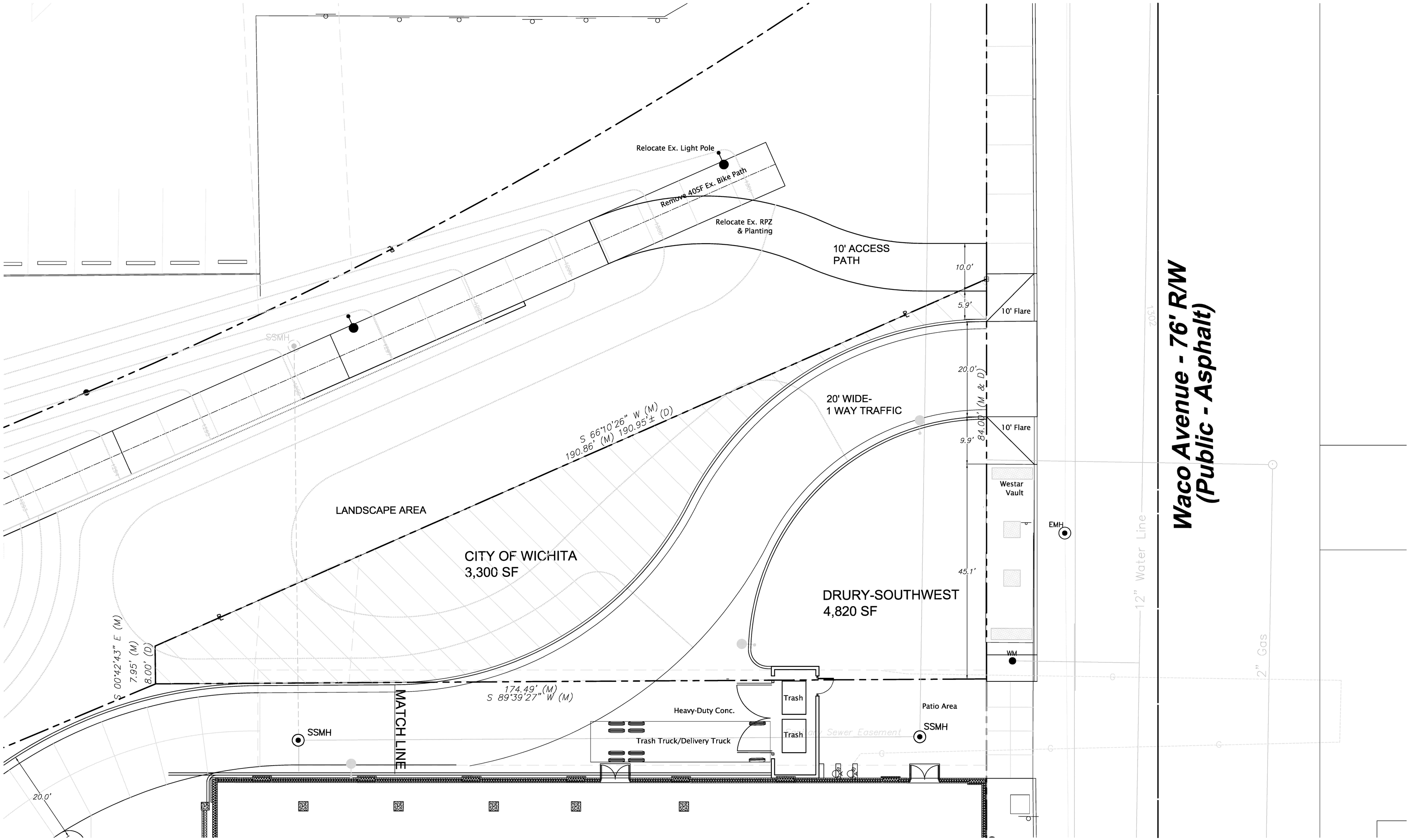
ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law



A DRIVE RELOCATION CONCEPT 6b

1"=10'-0"

NORTH

L:\08387-Drury-Broadview Hotel\08387-Drive Relocation\08386-Drive Relocation-Concept-6b.dwg

PRINTS ISSUED

DATE	PURPOSE	NO.

DRURY-BROADVIEW HOTEL SITE
DEVELOPMENT DRAWINGS
WICHITA, KS

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

LawKingdon Architecture
345 RIVERVIEW, WICHITA, KS 67203
Phone (316) 268-0230 Fax: (316) 268-0205
CONTACT: JEFFREY A. BEST, ASLA

PROJECT NUMBER:
08387

SHEET TITLE:
DRIVE RELOCATION

SHEET NUMBER:
SA1.6b

June 8, 2011

City of Wichita
455 N. Main St., MS 1-13
Wichita, Kansas 67202
Attn: Allen Bell

Re: Purchase of a certain portion of the land and improvements located at 137 N. Waco, Wichita Kansas 62702 ("Property") from Wichita Festivals, Inc. ("Festivals") by DSW Broadview, LLC ("DSW") and the City of Wichita, Kansas ("City")

Dear Mr. Bell:

This Letter Agreement will establish the principles pursuant to which DSW and the City will each proceed with the separate purchase of certain portions of the Property from Festivals.

The transactions described above would be completed under the following terms and conditions:

1. **Property** – DSW will enter into a purchase agreement with Festivals in substantially the form attached hereto as Exhibit A to purchase approximately 4,820 square feet of the Property, as more particularly identified on Exhibit C ("DSW Land"). The City will simultaneously enter into a purchase agreement with Festivals in substantially the form attached hereto as Exhibit B to purchase the remaining 3,300 square feet of the Property, as more particularly identified on Exhibit C ("City Land"). The surveyor providing the ALTA survey of the Property ("Survey") to the parties pursuant to the purchase agreements with Festivals will provide the legal description for the DSW Land and City Land.

2. **Due Diligence Costs** – DSW and the City agree to split all costs of obtaining the Survey, a Phase I environmental report on the Property ("Phase I Report"), a Phase II environmental report on the Property if recommended by the Phase I Report and any other due diligence costs mutually agreed upon by the parties. DSW shall be responsible for obtaining the aforementioned reports and will be reimbursed by the City for half of the costs. Each party will be responsible for any environmental conditions on its respective portion of the Property.

3. **Demolition and Construction**. The parties will simultaneously close on their portion of the Property and thereafter proceed to complete the demolition work described below with all reasonable dispatch. Provided the City meets its obligations as provided for herein, then DSW will demolish and remove the building on the Property ("Building") at its sole cost and expense. Thereafter, DSW may construct a drive aisle on the DSW Land as shown on Exhibit C, at its sole cost and expense. The City will use its best efforts to assist DSW in obtaining any necessary authorizations, information or consents to perform the demolition work and drive aisle construction.

4. **Use and Maintenance**. Each party shall be responsible for maintaining its respective portion of the Property and neither party shall have a right to use the other's portion of the Property except as otherwise may be mutually agreed.

5. **License Agreement with Festivals**. The City acknowledges that Festivals requires approximately 6,000 square feet of secured storage space as a result of the Building demolition referenced above and that Festivals has requested DSW to construct and provide such space within the lower level of the City owned parking garage managed by DSW at 132 N. Waco Street, Wichita, Kansas as identified on Exhibit D, attached hereto ("**Storage Space**"). The City hereby consents to DSW's construction of the Storage Space and its execution of a two (2) year license agreement with Festivals for its rent-free use of the Storage Space for a term of two (2) years.

If you are in agreement with the principles established by this Letter Agreement, please acknowledge your agreement by executing and returning to the undersigned a copy of this letter.

Very truly yours,

DSW BROADVIEW, LLC
By: DSW Management, LLC, its sole manager

By:_____
Carolyn F. Bohnert, Sr. Vice President

The terms of the foregoing Letter Agreement are accepted.

CITY OF WICHITA

By:_____

Name:_____

Title: _____

Date: _____

Exhibit A

DSW Purchase Agreement

See attached.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("**Contract**") is made and entered into as of the Effective Date (as hereinafter in Section 10.4 below) by and between Wichita Festivals, Inc., a Kansas not-for-profit corporation ("**Seller**"), and the DSW Broadview, LLC, Kansas limited liability company ("**Buyer**").

In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property (as defined below) upon and subject to the provisions of this Contract.

ARTICLE I. DESCRIPTION OF THE PROPERTY

The "**Property**" consists of a parcel of land consisting of approximately four thousand eight hundred twenty (4,820) square feet located at 137 N. Waco, Wichita Kansas 62702, as more particularly identified on Exhibit A attached hereto and incorporated herein by this reference ("**Land**") and the buildings, improvements and structures located thereon together with all rights, titles and interests appurtenant to the Land, if any, including all right, title and interest of Seller in and to strips or gores adjoining the Land, adjacent roads, rights-of-way, alleys, drainage facilities, minerals and mineral rights, water and water rights, development rights, easements benefiting the Land, utility facilities, together with all permits, authorities, licenses, utility allocations and consents pertaining to the Land. The Land will be more particularly described in the legal description set forth in, and by the boundaries shown on, that certain Survey (defined in §4.2(b)), which legal description and precise square footage referenced therein shall govern for all purposes of this Contract.

ARTICLE 2. SALES PRICE, EARNEST MONEY, PRORATIONS, ADJUSTMENTS AND EXPENSES

2.1 Consideration. Subject to the terms, conditions, adjustments and provisions herein, Buyer agrees to pay, and Seller agrees to accept as consideration for the conveyance of the Property, the amount of Fifteen Thousand and No/Dollars ($15,000.00) ("**Sales Price**"). Additionally, Buyer shall design and construct at its sole cost and expense (including all fees associated with permits and third party approvals) approximately six thousand (6,000) square feet of secured storage space within the lower level of the Broadview Parking Garage located at 132 N. Waco Street ("**Storage Space**") and shall provide the Storage Space to Seller for a period of two (2) years pursuant to a license agreement to be mutually agreed upon by the parties prior to the expiration of the Inspection Period ("**License Agreement**").

2.2 Payment of Sales Price. The Sales Price shall be payable as follows, and allocated among the personal property and real property as determined by Buyer:

(a) Earnest Money and Independent Consideration. Within three (3) business days of the Effective Date, Buyer shall deliver to Security First Title, 434 North Main Street, Wichita, Kansas 67202, Attention: David Herd ("**Title Company**"), the sum of One Thousand and No/Dollars ($1,000.00). The parties agree that One Hundred Dollars ($100.00) of that amount (the "**Independent Contract Consideration**") shall be immediately earned by Seller as independent consideration for executing this Contract. The remainder of such deposit and all accrued interest thereon is hereinafter referred to as the "**Earnest Money**". The Title Company shall deposit the Earnest Money into an interest-bearing account at a bank acceptable to Buyer and all interest earned thereon shall be considered additional Earnest Money to accrue for the benefit of Buyer. The Earnest Money, Independent Contract Consideration and all interest

accrued thereon, shall be applied as a credit for Buyer against the Sales Price payable at Closing (as hereinafter defined). If Buyer does not terminate this Contract on or before expiration of the Inspection Period, then the entire amount of Earnest Money shall become non-refundable (except in the event of Seller's default), but otherwise applied to the Sales Price at Closing. If this Contract is terminated after the expiration of the Inspection Period pursuant to any provision hereof for reasons other than Seller's default, all of the Earnest Money shall thereupon be remitted to Seller as liquidated damages.

(b) Balance of Sales Price. At Closing, Buyer shall pay to Seller, by wire transfer or other immediately available funds, the balance of the Sales Price, with the Earnest Money and Independent Contract Consideration being credited and applied thereto, and subject to the prorations and adjustments described in Section 2.3 below.

2.3 Adjustments, Proration and Costs. Adjustments, prorations and costs with respect to the Property shall be computed and determined between the parties as of 12:01 a.m. on the Closing Date (the "**Cut-Off Time**"), with the income and expenses accrued prior to the Cut-Off Time being allocated to Seller and the income and expenses accruing on and after the Cut-Off Time being allocated to Buyer, all as set forth below. All such adjustments and allocation shall be made in cash at Closing and shall be shown on the closing statement to the extent possible. The computation of the adjustments for the closing statement shall be jointly prepared by Buyer and Seller using actual calculations through the night preceding the Closing Date and, where necessary, estimated amounts for the remaining period prior to the Cut-Off Time.

(a) Utility Charges and Deposits. Seller shall instruct all suppliers of utilities to read meters or otherwise determine the charges owing for services prior to the Cut-Off Time, which charges shall be paid by Seller. If such charges cannot be reasonably determined, the apportionment shall be based at Closing upon the amount of such charges for the immediately preceding billing period but shall be readjusted when the amount of such charges is finally determined. If elected by Buyer, Seller shall be given credit, and Buyer shall be charged, for any utility deposits transferred to Buyer at Closing. A schedule of all utility deposits is to be delivered by Seller to Buyer at least five (5) business days prior to Closing.

(b) Taxes and Assessments. All normal and customarily proratable items, including, without limitation, real estate and personal property taxes for the year of Closing and special assessments shall be prorated between Seller and Buyer based upon the respective period of time Seller and Buyer owned the Property during the calendar year of Closing. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence or estimates then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The provisions of this Section shall survive the Closing.

(c) Expenses. At the Closing, Seller shall pay: transfer taxes; the premiums and search fees for the Title Commitment and Owner's Title Policy (including any and all endorsements reasonably required by Buyer); one-half (½) of any escrow or closing fee charged by the Title Company; recording fees for all releases of liens, mortgages or encumbrances arising by or under Seller with respect to the Property; and all charges for Seller's own consultant fees. Buyer shall pay: the cost of the Survey (defined below); the cost of recording the Deed (defined below); Buyer's own consultant fees; and one-half (½) of any escrow or closing fee charged by the Title Company. Seller and Buyer shall pay any other transaction costs not specified in the manner typically paid by buyers and sellers of real estate in accordance with local custom.

(d) Reconciliation. Seller and Buyer shall reasonably cooperate after Closing to make a final determination of the prorations required hereunder. Upon the final reconciliation of the prorations under this

Contract, the party which owes the other party any sums hereunder shall pay such party such sums within ten (10) days after the reconciliation of such sums. The obligations to calculate such prorations, make such reconciliations and pay any such sums shall survive the Closing.

ARTICLE 3. CLOSING

3.1 Place and Closing Date. The Closing ("**Closing**") of the purchase and sale of the Property shall take place at 10:00 a.m. at the offices of the Title Company on the date which is one (1) business day after the expiration of the Inspection Period, or at such other place and time as may be mutually agreed upon by the parties hereto ("**Closing Date**"), provided Buyer shall have the right to extend the Closing Date an additional thirty (30) days upon at least five (5) days written notice to Seller. Notwithstanding the foregoing, Buyer shall have the right to accelerate Closing to a date of its choice which, unless agreed upon by Seller, shall not be earlier than five (5) days after Seller's receipt of Buyer's notice to accelerate Closing.

3.2 Escrow. This transaction shall be closed through an escrow established with Title Company by depositing with Title Company an executed copy of this Contract and the funds described in paragraph 2.2(a) of this Contract. The terms of this Contract shall be the instructions to Title Company with respect to the purchase of the Property.

3.3 Possession. Sole possession of the Property shall be delivered to Buyer at Closing in broom clean condition, subject only to the Permitted Exceptions, as hereinafter defined, affecting the Property.

3.4 Documents to be Delivered at Closing. Buyer shall not be obligated to close on the purchase of the Property until each of the following documents, duly executed, is provided to Buyer (the "**Closing Documents**"):

(a) General Warranty Deed. A deed executed by Seller ("**Deed**"), in form satisfactory to Buyer, containing fee simple title, conveying the Property to Buyer free and clear of all liens, encumbrances, easements and restrictions of every nature and description, subject only to the Permitted Exceptions.

(b) License Agreement. A signed counter part of the License Agreement.

(c) Owner's Title Policy. The Owner's Title Policy issued by the Title Company in favor of Buyer and in the amount of the Sales Price. The Owner's Title Policy shall insure indefeasible fee simple title to the Property in Buyer, subject only to the Permitted Exceptions.

(d) Authority. Evidence of Seller's existence, and appropriate authorizations for the execution, delivery and performance of this Contract and the Closing Documents by Seller.

(e) Seller's Affidavit. A form Seller's affidavit, against broker's liens or claims, mechanic's liens, parties in possession and the other preprinted exceptions on the Title Commitment which are customarily removed by such an affidavit, and such other documents, if any, as may be reasonably required by the Title Company, on forms customarily used by the Title Company in order to issue the Owner's Title Policy.

(f) Closing Statement. A closing statement as approved by Buyer.

(g) Affidavit of Non-Foreign Status. A sworn affidavit executed by Seller in the form required by the Internal Revenue Service stating that Seller is not a foreign person within the meaning of

Section 6039(c) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Foreign Investment in Real Property Tax Act of 1980, as amended, and the regulations promulgated thereunder.

(h) Other Documents. Such other documents, instruments, consents or agreements as may be reasonably required by Seller, Buyer or the Title Company in connection with the sale of the Property.

3.5 Buyer's Obligations at Closing. At Closing, Buyer shall deliver, in addition to any other obligations of Buyer as set forth in this Contract:

(a) The balance of the Sales Price to Title Company, subject to the adjustments and prorations set forth herein;

(b) A signed counter part of the License Agreement.

(c) Appropriate authorizations for the execution, delivery and performance of this Contract and the Closing Documents by Buyer;

(d) A closing statement as approved by Buyer;

(e) Such other documents reasonably required by the Title Company in connection with the sale of the Property.

ARTICLE 4. INSPECTIONS AND BUYER'S CONDITIONS PRECEDENT

4.1 Access to Property, Seller's Submittals, Inspection Period and Conditions to Closing.

(a) Access / Inspection. Buyer shall have until 5:00 p.m. (Central Time) on the forty-fifth (45) full day after the Effective Date ("**Inspection Period**") to enter upon the Property and perform such physical inspections, surveys and studies to investigate all aspects of the Property as Buyer may desire. Buyer may extend the Inspection Period an additional thirty (30) days by providing written notice to Seller of such election prior to the expiration of the Inspection Period. Any reference to "Inspection Period" in this Contract shall mean the Inspection Period as extended, if applicable. If Buyer determines, in its sole discretion that the Property is not feasible for Buyer's purposes, then Buyer may terminate this Contract by delivering written notice thereof to Seller on or before the expiration of the Inspection Period. If Buyer elects to terminate pursuant to this Section 4.1(a), then this Contract shall be deemed terminated and neither party shall have any further liability to the other under this Contract or by virtue of its termination, and the Earnest Money shall be promptly returned to Buyer and Seller shall retain the Independent Contract Consideration.

(b) Seller's Submittals. Within five (5) days after the Effective Date hereof, Seller shall deliver to Buyer, at Seller's expense, true and complete copies of all documents pertaining to the Property reasonably available to or in Seller's possession, including, without limitation, all surveys, the most recent real estate and property tax bills; environmental notices, studies, certificates, reports, and soils reports; title examinations, surveys, engineering studies, and utility commitments; and all other documents material to the condition, maintenance or operation of the Property.

4.2 Title Commitment and ALTA Survey.

(a) Title Commitment. Buyer shall obtain at Seller's expense, a current preliminary title

report of the Property for an ALTA Extended Coverage Owner's Title Insurance Policy ("**Title Commitment**") issued by the Title Company and dated after the Effective Date, binding the Title Company to issue a Kansas Standard Owner's Policy of Title Insurance ("**Owner's Title Policy**") to Buyer at Closing in the amount of the Sales Price and insuring fee simple title to the Property, and setting forth all matters affecting title to the Property, together with copies of any recorded documents constituting exceptions listed in the Title Commitment.

(b) ALTA Survey. Buyer shall, at Buyer's expense, obtain an ALTA form survey ("**Survey**") of the Property. The Survey shall include at least the following: (i) the current legal description of the Land; (ii) a calculation of the area in square feet; and (iii) a depiction of the boundaries of the Land and all identifiable easement areas, physical improvements and encroachments affecting the Land which are either shown on the Title Commitment or visible upon the Land. All easements, including but not limited to storm and sanitary sewer, electric, telephone, water, and ingress and egress, shall be shown with sufficient particularity to remove the standard survey exceptions from any owner's title policy, certified to the Title Company, Buyer, its assigns and/or lender, as of the Closing Date.

(c) Approval. If the Title Commitment and/or Survey reveal any matters which are unsatisfactory to Buyer, Buyer shall provide Seller with written notice of its objections (collectively, the "**Title Objections**") on or before the earlier of (i) the expiration of the Inspection Period or (ii) the date which is ten (10) business days after Buyer's receipt of both the Title Commitment and Survey. If Buyer objects to any matter in the time and manner provided herein, Seller shall have ten (10) days from receipt of the Title Objections ("**Cure Period**") to cure such objections or, if Buyer approves in writing, to have Title Company commit to insure, at Seller's expense, against any and all loss or damage that may be occasioned by any such Title Objections. Closing shall be extended as necessary to provide Seller with an opportunity to cure as provided herein. If Seller fails to cure the Title Objections within the Cure Period to the satisfaction of Buyer, then Buyer may elect to terminate this Contract by providing written notice of such election to Seller within ten (10) days after the expiration of the Cure Period, and the Title Company shall promptly disburse the Earnest Money to Buyer and Independent Contract Consideration to Seller. Thereafter, this Contract shall be deemed terminated, and neither party shall have any further rights, duties, obligations or liability to the other under this Contract or by virtue of its termination. Failure by Buyer to terminate this Contract in the manner and within the time period specified in this Section 4.2(c) shall constitute Buyer's waiver of any objection to matters reflected in the Title Commitment or Survey except as specifically provided herein. Notwithstanding anything to the contrary contained herein, Seller shall discharge all monetary liens or encumbrances against the Property that constitute, secure or evidence an outstanding obligation of Seller under any (A) mortgage, deed of trust or other lien encumbering title to the Property which secures a loan or other obligation of Seller, and/or (B) judgment entered against Seller by a court with competent jurisdiction, delinquent tax obligation, mechanic's or materialmen's liens or similar obligations of Seller. Seller shall also satisfy all matters shown on Schedule C of the Title Commitment at or prior to Closing. "**Permitted Exceptions**" shall mean and include: any exceptions as to (i) standby fees, taxes and assessments for the year of Closing and subsequent years not yet due and payable, and subsequent assessments for prior years due to change in land usage or ownership; and (ii) such other matters of record set forth in the Title Commitment or Survey that Buyer approves, waives in writing or are deemed approved by Buyer in accordance herewith. The provisions of this paragraph 4.2(c) shall survive the termination of this Contract.

4.3 Seller's Cooperation. Seller agrees to fully cooperate with Buyer in Buyer's attempt to satisfy the contingencies, and in connection therewith Seller agrees to execute such documents as may be necessary for Buyer to make applications and obtain approvals or otherwise as is reasonably necessary for Buyer to satisfy the contingencies.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents, warrants and covenants to Buyer as of the Effective Date and as of Closing, that:

(a) Authority. Seller is duly organized, validly existing and in good standing under the laws of the State of Kansas. Seller has all requisite power and authority to enter into and perform Seller's obligations under this Contract. Each person executing this Contract on behalf of Seller warrants that s/he is duly authorized to execute, deliver and perform this Contract on behalf of Seller and to bind Seller.

(b) Title/Possession. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. There are no persons or entities other than Seller in possession or occupancy of the Property, or any part thereof, nor are there persons or entities who have possessory rights with respect to the Property or any part thereof.

(c) Other Agreements or Actions. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. From the Effective Date to the Closing Date, Seller agrees that it will not enter into any agreements whether oral or written, which might be or become binding upon the Property or Buyer, or record any restrictions or other encumbrances affecting the Property, without the prior written consent of Buyer, which consent Buyer may withhold in its sole discretion. Seller will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the representations or warranties in this Contract to be untrue as of the Closing. Buyer shall not, by reason of entering into this Contract, become subject to or bound by any agreement, contract, lease, license, undertaking or understanding which it shall not have previously agreed in writing to accept.

(d) Compliance with Laws. The Property complies with all applicable laws, codes and ordinances.

(e) Proceedings. There is no pending litigation or threatened litigation affecting Seller or the Property, or any part thereof, which would constitute a lien, claim or obligation against the Property or which could prevent Seller from performing its obligations under this Contract. Seller does not know of any condemnation or eminent domain proceedings pending, threatened or contemplated against the Property, or any part thereof, nor to the knowledge of Seller is any such proceeding or any assessments for any reason contemplated by any governmental authority. Seller has not received any notice, oral or written, of the desire of any public authority or other entity to take or use the Property, or any part thereof. Seller has not received any notice that the Property or any portion thereof is or will be subject to or affected by any special assessments, whether or not presently a lien thereon.

(f) Environmental Matters. To Seller's knowledge, the Property is free from Hazardous Substances and environmental contamination. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Buyer may suffer due to the existence or discovery of Hazardous Substance (as herein defined) on the Property unless such Hazardous Substance was introduced to the Property by Buyer. "**Hazardous Substances**" shall include, without limitation, any hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products as defined and regulated under any and all federal, state and environmental laws, rules or regulations. Hazardous Substance shall not include commercially reasonable amounts of such materials used in the

ordinary course of Seller's operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations. The provisions of this subsection (f) of Article 5 shall survive the Closing.

(g) No Violations or Defaults. The execution, delivery and performance of this Contract by Seller and the consummation of the transactions contemplated herein by Seller will not (i) violate any law or any order of any court or governmental authority with proper jurisdiction binding on Seller; (ii) result in a breach or default under or give any person the right to declare a default or exercise a remedy under, or to cancel, terminate or modify, any contract or other binding commitment of Seller or any provision of the charter and other organizational documents of Seller; or (iii) require any consent or approval of any person or governmental authority or vote that has not been taken or given, except for any consent of the other party to any particular agreement, right or instrument to be assigned hereunder.

(h) Operations. Seller shall continue to operate and maintain the Property in its current condition and repair, and otherwise consistent with Seller's operation and maintenance practices in existence as of the date hereof. Seller shall not, without the written consent of Buyer: (a) make any material physical change to the Property; (b) sell any of the Property; or (c) further encumber title to the Property.

(i) Insurance. Seller has not received notice from any insurance company of any defects or inadequacies in the Property that would affect adversely its insurability or increase the cost of insurance. Seller will continue to insure the Property in a prudent manner against risks in accordance with its current insurance program.

(j) Reliance. Seller acknowledges that Buyer has relied and will rely on the representations and warranties of Seller in executing this Contract and closing the purchase and sale of the Property pursuant to this Contract, and Seller shall immediately notify Buyer, in writing, if any event or condition known to Seller occurs prior to Closing that changes the facts relating to, or the truth of, any of the representations or warranties herein. All of Seller's representations and warranties shall survive for a period of two (2) years from the date of Closing.

ARTICLE 6. LIKE-KIND EXCHANGE OPTION

The parties hereby acknowledge that either may elect to consummate this transaction as a tax-deferred exchange under Section 1031 of the Code ("**1031 Exchange**"). The parties shall cooperate with each other in effectuating the 1031 Exchange(s), including signing such documents necessary to accomplish such exchange(s), provided, however, such documents shall be subject to the limitation that the other party shall be without personal warranty or guarantee or liability upon the occurrence of a default therein. The provisions for any 1031 Exchange(s) shall not delay the Closing and the sale of the Property shall close as set forth in this Contract. The exchanging party shall pay all extra recording and escrow fees and incidental costs associated with effectuating its own 1031 Exchange. Any exchange provided for in this Article must utilize the services of a tax-free exchange intermediary.

ARTICLE 7. DEFAULTS AND REMEDIES

7.1 Seller's Default. Except as otherwise specifically provided in this Contract, if any of Seller's representations or warranties contained herein are untrue in any material respect at or prior to Closing, or if Seller shall have failed to have timely performed any of its material obligations, covenants and/or agreements contained herein, then Buyer may, at its option:

(a) Elect to close the purchase of the Property pursuant to the provisions hereof provided that such Closing shall not waive any claims Buyer may have against Seller for damages as a result of Seller's default and Buyer may, on or after Closing, proceed against Seller for damages caused thereby.

(b) Buyer may specifically enforce the provisions of this Contract, in which event Buyer shall still have a claim for damages for default against Seller.

(c) Buyer may cancel and terminate this Contract by giving Seller written notice of such election prior to or at the Closing, and in such event all Earnest Money and interest thereon shall be immediately paid to Buyer. In such event, Buyer shall retain all rights against Seller for damages arising out of Seller's default, including without limitation, Buyer's right to recover its out of pocket costs incurred in connection with its due diligence.

7.2 Buyer's Default. If Buyer shall fail or refuse to close the purchase of the Property as contemplated hereby due to the default of Buyer hereunder, then the Earnest Money and any interest thereon (if any) shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for such default. Seller hereby specifically waives any and all rights which it may have to damages or specific performance as a result of Buyer's default under this Contract, and the parties hereby acknowledging, after specific negotiation, that the valuation of Seller's damages would be very difficult to determine in light of changing real estate market conditions and tax law changes and that the amount of the Earnest Money is a reasonable estimate of Seller's damages and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty. If Seller elects to terminate this Contract due to the default of Buyer, neither party hereto shall have any further rights or obligations hereunder.

ARTICLE 8. NOTICES

8.1 Notice. Any notice, demand, request or other communication which may or shall be given or served to any party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; sent by facsimile transmission capable of confirming receipt to the number listed below (provided a copy is sent by reputable overnight delivery service such as Federal Express for next business day delivery); or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

Seller: Wichita Festivals, Inc.
1820 E. Douglas Avenue
Wichita, Kansas 67214
Attention: Janet Wright
Telephone No.: (316) 267-2817
Facsimile No.: (316) 267-5901

Buyer: DSW Broadview, LLC
101 S. Farrar Drive
Cape Girardeau, Missouri 63701
Attn: Carolyn F. Bohnert
Telephone No.: (573) 335-3134
Facsimile No.: (573) 335-5125

8.2 Change of Address. The addresses of the parties hereto for purposes of notice may be changed by giving notice of such change thereof to the other party. Unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

ARTICLE 9. INDEMNITIES

Seller shall indemnify Buyer against, and shall hold Buyer harmless from, any and all claims, demands, causes of action, liabilities, judgments, losses, damages, costs, and expenses of any kind whatsoever (including, without limitation, reasonable attorney's fees incurred in connection with the enforcement of this indemnity) (collectively, "**Claims**") resulting from or arising out of or in connection with the ownership and operation of the Property, any business conducted thereon or therein, and any use or occupancy of the Property by Seller or its agents, employees, invitees, licensees, or guests on or before the date of Closing. The indemnifications set forth in this Article 9 shall survive Closing.

ARTICLE 10. MISCELLANEOUS

10.1 Condemnation/Casualty. If, prior to Closing, all or any portion of the Property is taken by eminent domain or condemnation proceedings are commenced against all or any portion of the Property, then Buyer may, at its option, either (i) terminate this Contract by notice to Seller within twenty (20) days after Buyer receives written notice of such proceedings, in which event the Earnest Money shall be disbursed to Buyer and the Independent Contract Consideration shall be disbursed to Seller, and thereafter neither party shall have any further rights, duties or obligations hereunder, or (ii) continue under this Contract, whereupon Seller shall assign to Buyer its interest in and to any award and proceeds thereof payable as a result of such taking. The risk of loss or damage to the Property is assumed by Seller until Closing. In the event of such loss or damage, then Buyer may, at its option: (i) terminate this Contract and the Earnest Money shall be disbursed to Buyer and the Independent Contract Consideration shall be disbursed to Seller, and thereafter neither party shall have any further rights, duties or obligations hereunder, or (ii) continue under this Contract, whereupon Seller shall assign to Buyer all its interest in and to any insurance proceeds payable as a result of such loss or damage.

10.2 Real Estate Commissions. Buyer and Seller each represent to the other that there are no real estate agents or brokers entitled to a commission in connection with this purchase and sale of the Property. Each party hereby agrees to indemnify, defend and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this section. This Section 10.2 shall survive Closing.

10.3 Entire Agreement, Counterparts, etc. This Contract, together with all Exhibits attached hereto and incorporated herein by reference, contains all agreements between the parties, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings, either oral or written, between Buyer and Seller concerning the Property other than those herein set forth, and no agreement not contained herein shall be recognized by the parties. This Contract may be modified, or amended by written agreement signed by the parties. The illegality or invalidity of any paragraph, clause or provision contained in this Contract shall not affect or invalidate the remainder of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Effective Date, Business Days. For purposes of this Contract, "**Effective Date**" shall mean the date when a fully executed copy of this Contract. "**Business day**" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Kansas. For purposes of determining the time for performance of any obligations hereunder, any such date falling on a Saturday, Sunday or designated legal holiday in the State of Kansas shall be deemed to be effective as of the next business day following such date. Time is of the essence in this Contract.

10.5 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of laws provisions.

10.6 Assignments; Binding Effect. Buyer may assign this Contract upon written notice to Seller. This Contract shall be binding upon and inure to the benefit hereto, their successors and assigns.

IN WITNESS WHEREOF, this Contract has been executed by the parties effective as of the Effective Date.

SELLER:

WICHITA FESTIVALS, INC.

By: _____

Name: _____

Title: _____

Date of Execution: _____

BUYER:

DSW BROADVIEW, LLC
By: DSW Management, LLC, its sole manager

By: _____

Name: Carolyn F. Bohnert

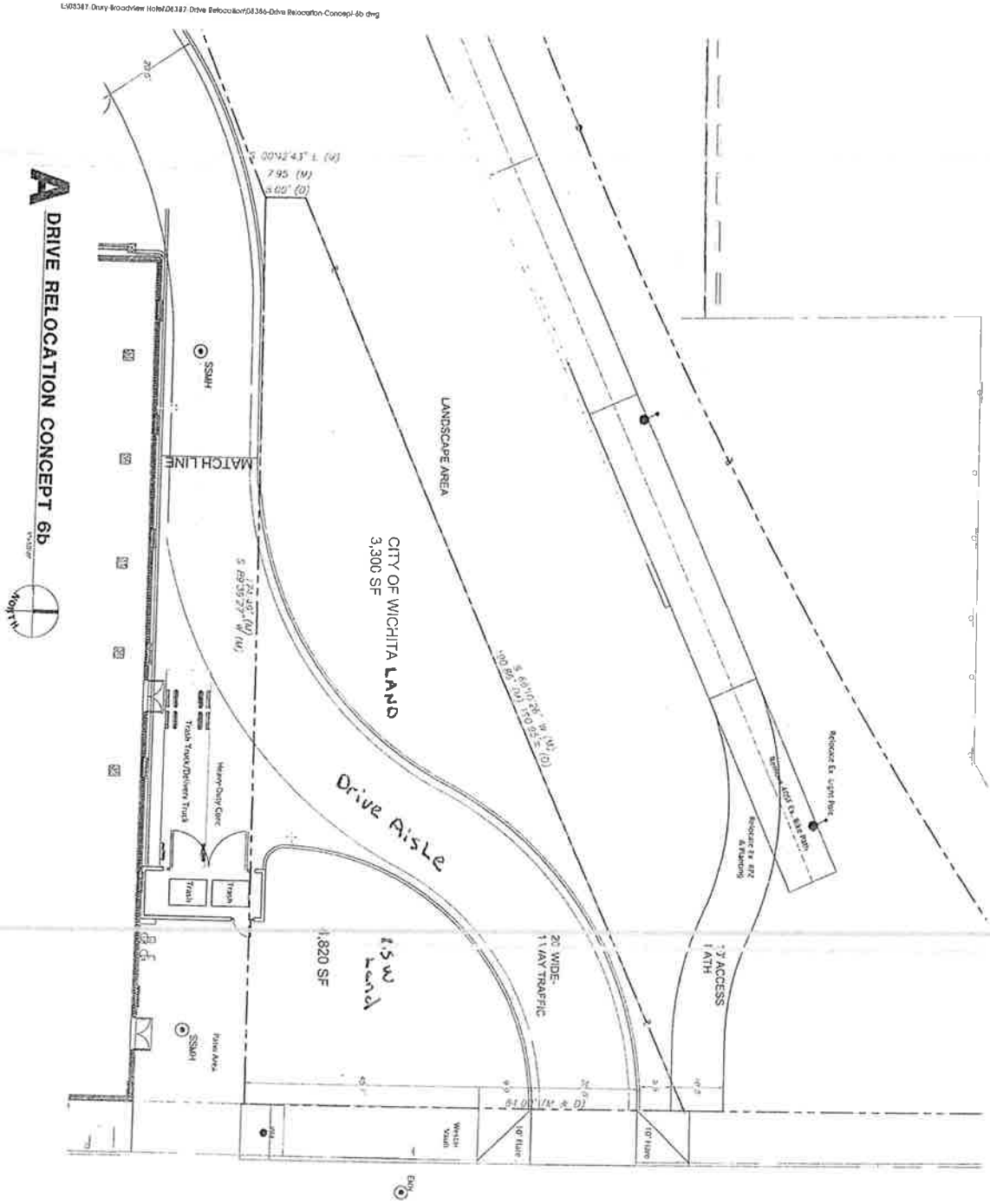
Title: Senior Vice President

Date of Execution: _____

EXHIBIT A

Identification of the Land

See attached.



Waco Avenue - 76' R/W
(Public - Asphalt)

DRIVE RELOCATION

SA1.6b

08387

LawKingdonArchitecture
Engineering · Planning · Interiors · Landscapes

DRURY-BROADVIEW HOTEL SITE
DEVELOPMENT DRAWINGS
WICHITA, KS

Exhibit B

City Purchase Agreement

See attached.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("**Contract**") is made and entered into as of the Effective Date (as hereinafter in Section 10.4 below) by and between Wichita Festivals, Inc., a Kansas not-for-profit corporation ("**Seller**"), and the City of Wichita, Kansas, a municipal corporation ("**Buyer**").

In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property (as defined below) upon and subject to the provisions of this Contract.

ARTICLE I. DESCRIPTION OF THE PROPERTY

The "**Property**" consists of a parcel of land consisting of approximately three thousand three hundred (3,300) square feet located at 137 N. Waco, Wichita Kansas 62702, as more particularly identified on Exhibit A attached hereto and incorporated herein by this reference ("**Land**") and the buildings, improvements and structures located thereon together with all rights, titles and interests appurtenant to the Land, if any, including all right, title and interest of Seller in and to strips or gores adjoining the Land, adjacent roads, rights-of-way, alleys, drainage facilities, minerals and mineral rights, water and water rights, development rights, easements benefiting the Land, utility facilities, together with all permits, authorities, licenses, utility allocations and consents pertaining to the Land. The Land will be more particularly described in the legal description set forth in, and by the boundaries shown on, that certain Survey (defined in §4.2(b)), which legal description and precise square footage referenced therein shall govern for all purposes of this Contract.

ARTICLE 2. SALES PRICE, EARNEST MONEY, PRORATIONS, ADJUSTMENTS AND EXPENSES

2.1 Consideration. Subject to the terms, conditions, adjustments and provisions herein, Buyer agrees to pay, and Seller agrees to accept as consideration for the conveyance of the Property, the amount of One Hundred Twenty-Two Thousand Five Hundred and No/Dollars ($122,500.00) ("**Sales Price**").

2.2 Payment of Sales Price. The Sales Price shall be payable as follows, and allocated among the personal property and real property as determined by Buyer:

(a) Earnest Money and Independent Consideration. Within three (3) business days of the Effective Date, Buyer shall deliver to Security First Title, 434 North Main Street, Wichita, Kansas 67202, Attention: David Herd ("**Title Company**"), the sum of One Thousand and No/Dollars ($1,000.00). The parties agree that One Hundred Dollars ($100.00) of that amount (the "**Independent Contract Consideration**") shall be immediately earned by Seller as independent consideration for executing this Contract. The remainder of such deposit and all accrued interest thereon is hereinafter referred to as the "**Earnest Money**". The Title Company shall deposit the Earnest Money into an interest-bearing account at a bank acceptable to Buyer and all interest earned thereon shall be considered additional Earnest Money to accrue for the benefit of Buyer. The Earnest Money, Independent Contract Consideration and all interest accrued thereon, shall be applied as a credit for Buyer against the Sales Price payable at Closing (as hereinafter defined). If Buyer does not terminate this Contract on or before expiration of the Inspection Period, then the entire amount of Earnest Money shall become non-refundable (except in the event of Seller's default), but otherwise applied to the Sales Price at Closing. If this Contract is terminated after the expiration of the Inspection Period pursuant to any provision hereof for reasons other than Seller's default, all of the Earnest

Money shall thereupon be remitted to Seller as liquidated damages.

(b) Balance of Sales Price. At Closing, Buyer shall pay to Seller, by wire transfer or other immediately available funds, the balance of the Sales Price, with the Earnest Money and Independent Contract Consideration being credited and applied thereto, and subject to the prorations and adjustments described in Section 2.3 below.

2.3 Adjustments, Proration and Costs. Adjustments, prorations and costs with respect to the Property shall be computed and determined between the parties as of 12:01 a.m. on the Closing Date (the "**Cut-Off Time**"), with the income and expenses accrued prior to the Cut-Off Time being allocated to Seller and the income and expenses accruing on and after the Cut-Off Time being allocated to Buyer, all as set forth below. All such adjustments and allocation shall be made in cash at Closing and shall be shown on the closing statement to the extent possible. The computation of the adjustments for the closing statement shall be jointly prepared by Buyer and Seller using actual calculations through the night preceding the Closing Date and, where necessary, estimated amounts for the remaining period prior to the Cut-Off Time.

(a) Utility Charges and Deposits. Seller shall instruct all suppliers of utilities to read meters or otherwise determine the charges owing for services prior to the Cut-Off Time, which charges shall be paid by Seller. If such charges cannot be reasonably determined, the apportionment shall be based at Closing upon the amount of such charges for the immediately preceding billing period but shall be readjusted when the amount of such charges is finally determined. If elected by Buyer, Seller shall be given credit, and Buyer shall be charged, for any utility deposits transferred to Buyer at Closing. A schedule of all utility deposits is to be delivered by Seller to Buyer at least five (5) business days prior to Closing.

(b) Taxes and Assessments. All normal and customarily proratable items, including, without limitation, real estate and personal property taxes for the year of Closing and special assessments shall be prorated between Seller and Buyer based upon the respective period of time Seller and Buyer owned the Property during the calendar year of Closing. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence or estimates then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The provisions of this Section shall survive the Closing.

(c) Expenses. At the Closing, Seller shall pay: transfer taxes; the premiums and search fees for the Title Commitment and Owner's Title Policy (including any and all endorsements reasonably required by Buyer); one-half (½) of any escrow or closing fee charged by the Title Company; recording fees for all releases of liens, mortgages or encumbrances arising by or under Seller with respect to the Property; and all charges for Seller's own consultant fees. Buyer shall pay: the cost of the Survey (defined below); the cost of recording the Deed (defined below); Buyer's own consultant fees; and one-half (½) of any escrow or closing fee charged by the Title Company. Seller and Buyer shall pay any other transaction costs not specified in the manner typically paid by buyers and sellers of real estate in accordance with local custom.

(d) Reconciliation. Seller and Buyer shall reasonably cooperate after Closing to make a final determination of the prorations required hereunder. Upon the final reconciliation of the prorations under this Contract, the party which owes the other party any sums hereunder shall pay such party such sums within ten (10) days after the reconciliation of such sums. The obligations to calculate such prorations, make such reconciliations and pay any such sums shall survive the Closing.

ARTICLE 3. CLOSING

3.1 Place and Closing Date. The Closing ("**Closing**") of the purchase and sale of the Property shall take place at 10:00 a.m. at the offices of the Title Company on the date which is one (1) business day after the expiration of the Inspection Period, or at such other place and time as may be mutually agreed upon by the parties hereto ("**Closing Date**"), provided Buyer shall have the right to extend the Closing Date an additional thirty (30) days upon at least five (5) days written notice to Seller. Notwithstanding the foregoing, Buyer shall have the right to accelerate Closing to a date of its choice which, unless agreed upon by Seller, shall not be earlier than five (5) days after Seller's receipt of Buyer's notice to accelerate Closing.

3.2 Escrow. This transaction shall be closed through an escrow established with Title Company by depositing with Title Company an executed copy of this Contract and the funds described in paragraph 2.2(a) of this Contract. The terms of this Contract shall be the instructions to Title Company with respect to the purchase of the Property.

3.3 Possession. Sole possession of the Property shall be delivered to Buyer at Closing in broom clean condition, subject only to the Permitted Exceptions, as hereinafter defined, affecting the Property.

3.4 Documents to be Delivered at Closing. Buyer shall not be obligated to close on the purchase of the Property until each of the following documents, duly executed, is provided to Buyer (the "**Closing Documents**"):

(a) General Warranty Deed. A deed executed by Seller ("**Deed**"), in form satisfactory to Buyer, containing fee simple title, conveying the Property to Buyer free and clear of all liens, encumbrances, easements and restrictions of every nature and description, subject only to the Permitted Exceptions.

(b) Affidavit of Non-Foreign Status. A sworn affidavit executed by Seller in the form required by the Internal Revenue Service stating that Seller is not a foreign person within the meaning of Section 6039(c) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Foreign Investment in Real Property Tax Act of 1980, as amended, and the regulations promulgated thereunder.

(c) Owner's Title Policy. The Owner's Title Policy issued by the Title Company in favor of Buyer and in the amount of the Sales Price. The Owner's Title Policy shall insure indefeasible fee simple title to the Property in Buyer, subject only to the Permitted Exceptions.

(d) Authority. Evidence of Seller's existence, and appropriate authorizations for the execution, delivery and performance of this Contract and the Closing Documents by Seller.

(e) Seller's Affidavit. A form Seller's affidavit, against broker's liens or claims, mechanic's liens, parties in possession and the other preprinted exceptions on the Title Commitment which are customarily removed by such an affidavit, and such other documents, if any, as may be reasonably required by the Title Company, on forms customarily used by the Title Company in order to issue the Owner's Title Policy.

(f) Closing Statement. A closing statement as approved by Buyer.

(g) Other Documents. Such other documents, instruments, consents or agreements as may be reasonably required by Seller, Buyer or the Title Company in connection with the sale of the Property.

3.5 Buyer's Obligations at Closing. At Closing, Buyer shall deliver, in addition to any other obligations of Buyer as set forth in this Contract:

(a) The balance of the Sales Price to Title Company, subject to the adjustments and prorations set forth herein;

(b) Appropriate authorizations for the execution, delivery and performance of this Contract and the Closing Documents by Buyer;

(c) A closing statement as prepared by Title Company;

(d) Such other documents reasonably required by the Title Company in connection with the sale of the Property.

ARTICLE 4. INSPECTIONS AND BUYER'S CONDITIONS PRECEDENT

4.1 Access to Property, Seller's Submittals, Inspection Period and Conditions to Closing.

(a) Access / Inspection. Buyer shall have until 5:00 p.m. (Central Time) on the forty-fifth (45) full day after the Effective Date ("**Inspection Period**") to enter upon the Property and perform such physical inspections, surveys and studies to investigate all aspects of the Property as Buyer may desire. Buyer may extend the Inspection Period an additional thirty (30) days by providing written notice to Seller of such election prior to the expiration of the Inspection Period. Any reference to "Inspection Period" in this Contract shall mean the Inspection Period as extended, if applicable. If Buyer determines, in its sole discretion that the Property is not feasible for Buyer's purposes, then Buyer may terminate this Contract by delivering written notice thereof to Seller on or before the expiration of the Inspection Period. If Buyer elects to terminate pursuant to this Section 4.1(a), then this Contract shall be deemed terminated and neither party shall have any further liability to the other under this Contract or by virtue of its termination, and the Earnest Money shall be promptly returned to Buyer and Seller shall retain the Independent Contract Consideration.

(b) Seller's Submittals. Within five (5) days after the Effective Date hereof, Seller shall deliver to Buyer, at Seller's expense, true and complete copies of all documents pertaining to the Property reasonably available to or in Seller's possession, including, without limitation, all surveys, the most recent real estate and property tax bills; environmental notices, studies, certificates, reports, and soils reports; title examinations, surveys, engineering studies, and utility commitments; and all other documents material to the condition, maintenance or operation of the Property.

4.2 Title Commitment and ALTA Survey.

(a) Title Commitment. Buyer shall obtain at Seller's expense, a current preliminary title report of the Property for an ALTA Extended Coverage Owner's Title Insurance Policy ("**Title Commitment**") issued by the Title Company and dated after the Effective Date, binding the Title Company to issue a Kansas Standard Owner's Policy of Title Insurance ("**Owner's Title Policy**") to Buyer at Closing in the amount of the Sales Price and insuring fee simple title to the Property, and setting forth all matters affecting title to the Property, together with copies of any recorded documents constituting exceptions listed in the Title Commitment.

(b) ALTA Survey. Buyer shall, at Buyer's expense, obtain an ALTA form survey

("**Survey**") of the Property. The Survey shall include at least the following: (i) the current legal description of the Land; (ii) a calculation of the area in square feet; and (iii) a depiction of the boundaries of the Land and all identifiable easement areas, physical improvements and encroachments affecting the Land which are either shown on the Title Commitment or visible upon the Land. All easements, including but not limited to storm and sanitary sewer, electric, telephone, water, and ingress and egress, shall be shown with sufficient particularity to remove the standard survey exceptions from any owner's title policy, certified to the Title Company, Buyer, its assigns and/or lender, as of the Closing Date.

(c) Approval. If the Title Commitment and/or Survey reveal any matters which are unsatisfactory to Buyer, Buyer shall provide Seller with written notice of its objections (collectively, the "**Title Objections**") on or before the earlier of (i) the expiration of the Inspection Period or (ii) the date which is ten (10) business days after Buyer's receipt of both the Title Commitment and Survey. If Buyer objects to any matter in the time and manner provided herein, Seller shall have ten (10) days from receipt of the Title Objections ("**Cure Period**") to cure such objections or, if Buyer approves in writing, to have Title Company commit to insure, at Seller's expense, against any and all loss or damage that may be occasioned by any such Title Objections. Closing shall be extended as necessary to provide Seller with an opportunity to cure as provided herein. If Seller fails to cure the Title Objections within the Cure Period to the satisfaction of Buyer, then Buyer may elect to terminate this Contract by providing written notice of such election to Seller within ten (10) days after the expiration of the Cure Period, and the Title Company shall promptly disburse the Earnest Money to Buyer and Independent Contract Consideration to Seller. Thereafter, this Contract shall be deemed terminated, and neither party shall have any further rights, duties, obligations or liability to the other under this Contract or by virtue of its termination. Failure by Buyer to terminate this Contract in the manner and within the time period specified in this Section 4.2(c) shall constitute Buyer's waiver of any objection to matters reflected in the Title Commitment or Survey except as specifically provided herein. Notwithstanding anything to the contrary contained herein, Seller shall discharge all monetary liens or encumbrances against the Property that constitute, secure or evidence an outstanding obligation of Seller under any (A) mortgage, deed of trust or other lien encumbering title to the Property which secures a loan or other obligation of Seller, and/or (B) judgment entered against Seller by a court with competent jurisdiction, delinquent tax obligation, mechanic's or materialmen's liens or similar obligations of Seller. Seller shall also satisfy all matters shown on Schedule C of the Title Commitment at or prior to Closing. "**Permitted Exceptions**" shall mean and include: any exceptions as to (i) standby fees, taxes and assessments for the year of Closing and subsequent years not yet due and payable, and subsequent assessments for prior years due to change in land usage or ownership; and (ii) such other matters of record set forth in the Title Commitment or Survey that Buyer approves, waives in writing or is deemed approved by Buyer in accordance herewith. The provisions of this paragraph 4.2(c) shall survive the termination of this Contract.

4.3 Seller's Cooperation. Seller agrees to fully cooperate with Buyer in Buyer's attempt to satisfy the contingencies, and in connection therewith Seller agrees to execute such documents as may be necessary for Buyer to make applications and obtain approvals or otherwise as is reasonably necessary for Buyer to satisfy the contingencies.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents, warrants and covenants to Buyer as of the Effective Date and as of Closing, that:

(a) Authority. Seller is duly organized, validly existing and in good standing under the laws of the State of Kansas. Seller has all requisite power and authority to enter into and perform Seller's

obligations under this Contract. Each person executing this Contract on behalf of Seller warrants that s/he is duly authorized to execute, deliver and perform this Contract on behalf of Seller and to bind Seller.

(b) Title/Possession. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. There are no persons or entities other than Seller in possession or occupancy of the Property, or any part thereof, nor are there persons or entities who have possessory rights with respect to the Property or any part thereof.

(c) Other Agreements or Actions. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. From the Effective Date to the Closing Date, Seller agrees that it will not enter into any agreements whether oral or written, which might be or become binding upon the Property or Buyer, or record any restrictions or other encumbrances affecting the Property, without the prior written consent of Buyer, which consent Buyer may withhold in its sole discretion. Seller will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the representations or warranties in this Contract to be untrue as of the Closing. Buyer shall not, by reason of entering into this Contract, become subject to or bound by any agreement, contract, lease, license, undertaking or understanding which it shall not have previously agreed in writing to accept.

(d) Compliance with Laws. The Property complies with all applicable laws, codes and ordinances.

(e) Proceedings. There is no pending litigation or threatened litigation affecting Seller or the Property, or any part thereof, which would constitute a lien, claim or obligation against the Property or which could prevent Seller from performing its obligations under this Contract. Seller does not know of any condemnation or eminent domain proceedings pending, threatened or contemplated against the Property, or any part thereof, nor to the knowledge of Seller is any such proceeding or any assessments for any reason contemplated by any governmental authority. Seller has not received any notice, oral or written, of the desire of any public authority or other entity to take or use the Property, or any part thereof. Seller has not received any notice that the Property or any portion thereof is or will be subject to or affected by any special assessments, whether or not presently a lien thereon.

(f) Environmental Matters. To Seller's knowledge, the Property is free from Hazardous Substances and environmental contamination. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Buyer may suffer due to the existence or discovery of Hazardous Substance (as herein defined) on the Property unless such Hazardous Substance was introduced to the Property by Buyer. "**Hazardous Substances**" shall include, without limitation, any hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products as defined and regulated under any and all federal, state and environmental laws, rules or regulations. Hazardous Substance shall not include commercially reasonable amounts of such materials used in the ordinary course of Seller's operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations. The provisions of this Subsection (f) of Article 5 shall survive the Closing.

(g) No Violations or Defaults. The execution, delivery and performance of this Contract by Seller and the consummation of the transactions contemplated herein by Seller will not (i) violate any law or any order of any court or governmental authority with proper jurisdiction binding on Seller; (ii) result in a

breach or default under or give any person the right to declare a default or exercise a remedy under, or to cancel, terminate or modify, any contract or other binding commitment of Seller or any provision of the charter and other organizational documents of Seller; or (iii) require any consent or approval of any person or governmental authority or vote that has not been taken or given, except for any consent of the other party to any particular agreement, right or instrument to be assigned hereunder.

(h) Operations. Seller shall continue to operate and maintain the Property in its current condition and repair, and otherwise consistent with Seller's operation and maintenance practices in existence as of the date hereof. Seller shall not, without the written consent of Buyer: (a) make any material physical change to the Property; (b) sell any of the Property; or (c) further encumber title to the Property.

(i) Insurance. Seller has not received notice from any insurance company of any defects or inadequacies in the Property that would affect adversely its insurability or increase the cost of insurance. Seller will continue to insure the Property in a prudent manner against risks in accordance with its current insurance program.

(j) Reliance. Seller acknowledges that Buyer has relied and will rely on the representations and warranties of Seller in executing this Contract and closing the purchase and sale of the Property pursuant to this Contract, and Seller shall immediately notify Buyer, in writing, if any event or condition known to Seller occurs prior to Closing that changes the facts relating to, or the truth of, any of the representations or warranties herein. All of Seller's representations and warranties shall survive for a period of two (2) years from the date of Closing.

ARTICLE 6. LIKE-KIND EXCHANGE OPTION

The parties hereby acknowledge that either may elect to consummate this transaction as a tax-deferred exchange under Section 1031 of the Code ("**1031 Exchange**"). The parties shall cooperate with each other in effectuating the 1031 Exchange(s), including signing such documents necessary to accomplish such exchange(s), provided, however, such documents shall be subject to the limitation that the other party shall be without personal warranty or guarantee or liability upon the occurrence of a default therein. The provisions for any 1031 Exchange(s) shall not delay the Closing and the sale of the Property shall close as set forth in this Contract. The exchanging party shall pay all extra recording and escrow fees and incidental costs associated with effectuating its own 1031 Exchange. Any exchange provided for in this Article must utilize the services of a tax-free exchange intermediary.

ARTICLE 7. DEFAULTS AND REMEDIES

7.1 Seller's Default. Except as otherwise specifically provided in this Contract, if any of Seller's representations or warranties contained herein are untrue in any material respect, or if Seller shall have failed to have timely performed any of its material obligations, covenants and/or agreements contained herein, then Buyer may, at its option:

(a) Elect to close the purchase of the Property pursuant to the provisions hereof provided that such Closing shall not waive any claims Buyer may have against Seller for damages as a result of Seller's default and Buyer may, on or after Closing, proceed against Seller for damages caused thereby.

(b) Buyer may specifically enforce the provisions of this Contract, in which event Buyer shall still have a claim for damages for default against Seller.

(c) Buyer may cancel and terminate this Contract by giving Seller written notice of such election prior to or at the Closing, and in such event all Earnest Money and interest thereon shall be immediately paid to Buyer. In such event, Buyer shall retain all rights against Seller for damages arising out of Seller's default, including without limitation, Buyer's right to recover its out of pocket costs incurred in connection with its due diligence.

(d) If any of Seller's representations or warranties are untrue at Closing due to circumstances beyond the control of Seller, but were true when made and Seller has informed Buyer of such in writing prior to Closing, then Buyer at its option may elect to close the purchase of the Property and waive all claims against Seller or cancel or terminate this Contract and receive all Earnest Money and any interest thereon as Buyer's sole and exclusive remedy.

7.2 Buyer's Default. If Buyer shall fail or refuse to close the purchase of the Property as contemplated hereby due to the default of Buyer hereunder, then the Earnest Money and any interest thereon (if any) shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for such default. Seller hereby specifically waives any and all rights which it may have to damages or specific performance as a result of Buyer's default under this Contract, and the parties hereby acknowledging, after specific negotiation, that the valuation of Seller's damages would be very difficult to determine in light of changing real estate market conditions and tax law changes and that the amount of the Earnest Money is a reasonable estimate of Seller's damages and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty. If Seller elects to terminate this Contract due to the default of Buyer, neither party hereto shall have any further rights or obligations hereunder.

ARTICLE 8. NOTICES

8.1 Notice. Any notice, demand, request or other communication which may or shall be given or served to any party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; sent by facsimile transmission capable of confirming receipt to the number listed below (provided a copy is sent by reputable overnight delivery service such as Federal Express for next business day delivery); or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

Seller: Wichita Festivals, Inc.
1820 E. Douglas Avenue
Wichita, Kansas 67214
Attention: Janet Wright
Telephone No.: (316) 267-2817
Facsimile No.: (316) 267-5901

Buyer: City of Wichita
455 N. Main St., MS 1-13
Wichita, Kansas 67202
Attn: Mayor Carl Brewer
Telephone No.: (316) 268-4331
Facsimile No.: (316) 268-4333

8.2 Change of Address. The addresses of the parties hereto for purposes of notice may be changed by giving notice of such change thereof to the other party. Unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

ARTICLE 9. INDEMNITIES

Seller shall indemnify Buyer against, and shall hold Buyer harmless from, any and all claims, demands, causes of action, liabilities, judgments, losses, damages, costs, and expenses of any kind whatsoever (including, without limitation, reasonable attorney's fees incurred in connection with the enforcement of this indemnity) (collectively, "**Claims**") resulting from or arising out of or in connection with the ownership and operation of the Property, any business conducted thereon or therein, and any use or occupancy of the Property by Seller or its agents, employees, invitees, licensees, or guests on or before the date of Closing. Provided, however, the foregoing indemnity shall not apply to Claims expressly assumed by Buyer pursuant to the terms of this Contract. The indemnifications set forth in this Article 9 shall survive Closing.

ARTICLE 10. MISCELLANEOUS

10.1 Condemnation/Casualty. If, prior to Closing, all or any portion of the Property is taken by eminent domain or condemnation proceedings are commenced against all or any portion of the Property, then Buyer may, at its option, either (i) terminate this Contract by notice to Seller within 20 days after Buyer receives written notice of such proceedings, in which event the Earnest Money shall be disbursed to Buyer and the Independent Contract Consideration shall be disbursed to Seller, and thereafter neither party shall have any further rights, duties or obligations hereunder, or (ii) continue under this Contract, whereupon Seller shall assign to Buyer its interest in and to any award and proceeds thereof payable as a result of such taking. The risk of loss or damage to the Property is assumed by Seller until Closing. In the event of such loss or damage, then Buyer may, at its option: (i) terminate this Contract and the Earnest Money shall be disbursed to Buyer and the Independent Contract Consideration shall be disbursed to Seller, and thereafter neither party shall have any further rights, duties or obligations hereunder, or (ii) continue under this Contract, whereupon Seller shall assign to Buyer all its interest in and to any insurance proceeds payable as a result of such loss or damage.

10.2 Real Estate Commissions. Buyer and Seller each represent to the other that there are no real estate agents or brokers entitled to a commission in connection with this purchase and sale of the Property. Each party hereby agrees to indemnify, defend and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this section. This Section 10.2 shall survive Closing.

10.3 Entire Agreement, Counterparts, etc. This Contract, together with all Exhibits attached hereto and incorporated herein by reference, contains all agreements between the parties, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings, either oral or written, between Buyer and Seller concerning the Property other than those herein set forth, and no agreement not contained herein shall be recognized by the parties. This Contract may be modified, or amended by written agreement signed by the parties. The illegality or invalidity of any paragraph, clause or provision contained in this Contract shall not affect or invalidate the remainder of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Effective Date, Business Days. For purposes of this Contract, "**Effective Date**" shall mean the date when a fully executed copy of this Contract. "**Business day**" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Kansas. For purposes of determining the time for performance of any obligations hereunder, any such date falling on a Saturday, Sunday or designated legal holiday in the State of Kansas shall be deemed to be effective as of the next business day following such date. Time is of the essence in this Contract.

10.5 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of laws provisions.

10.6 Assignments; Binding Effect. Buyer may assign this Contract upon written notice to Seller. This Contract shall be binding upon and inure to the benefit hereto, their successors and assigns.

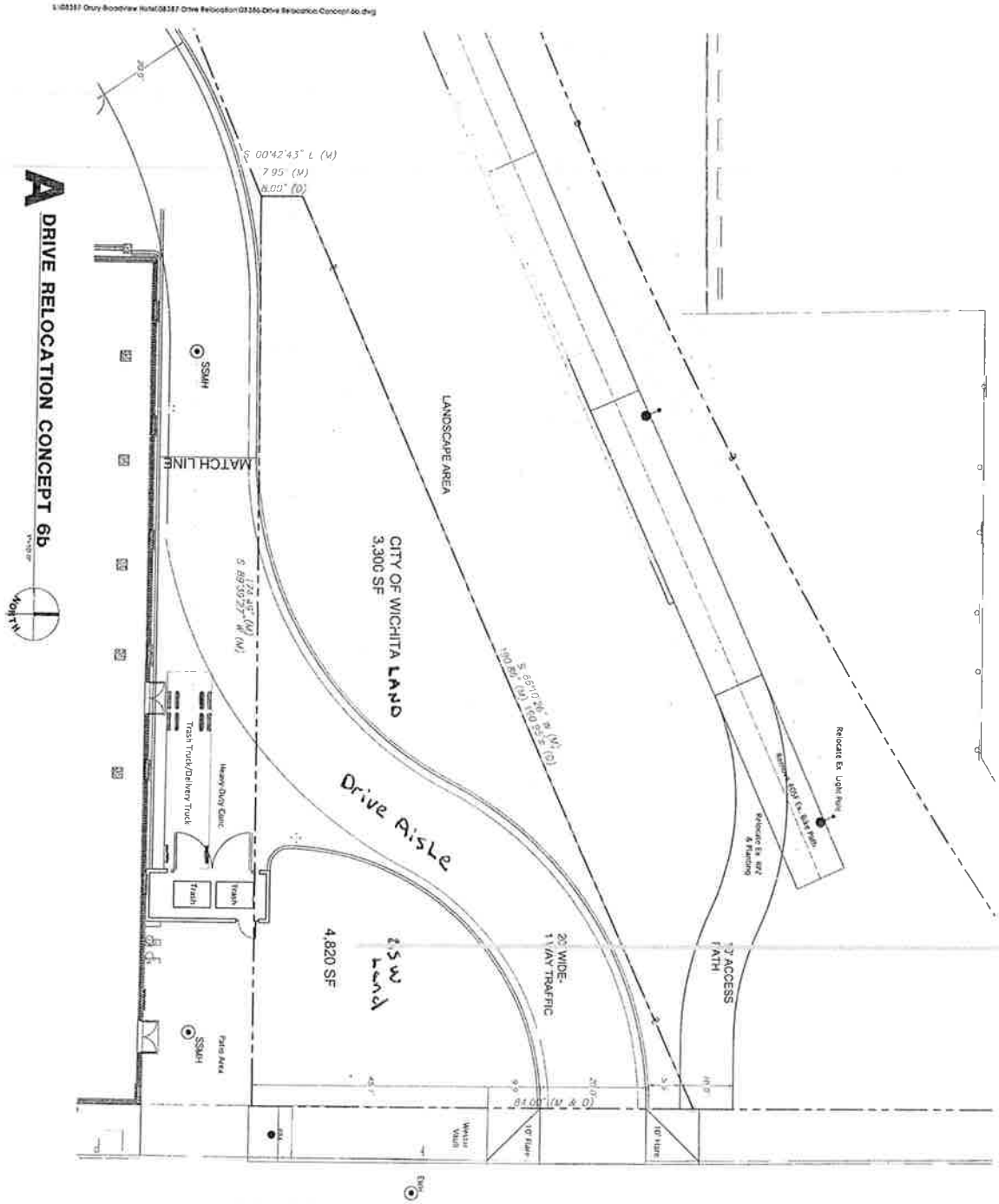
IN WITNESS WHEREOF, this Contract has been executed by the parties effective as of the Effective Date.

SELLER:	**BUYER**:
WICHITA FESTIVALS, INC.	CITY OF WICHITA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Execution: _____	Date of Execution: _____

EXHIBIT A

Identification of the Land

See attached.



Waco Avenue - 76' R/W
(Public - Asphalt)

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

DRURY-BROADVIEW HOTEL SITE
DEVELOPMENT DRAWINGS
WICHITA, KS

08387

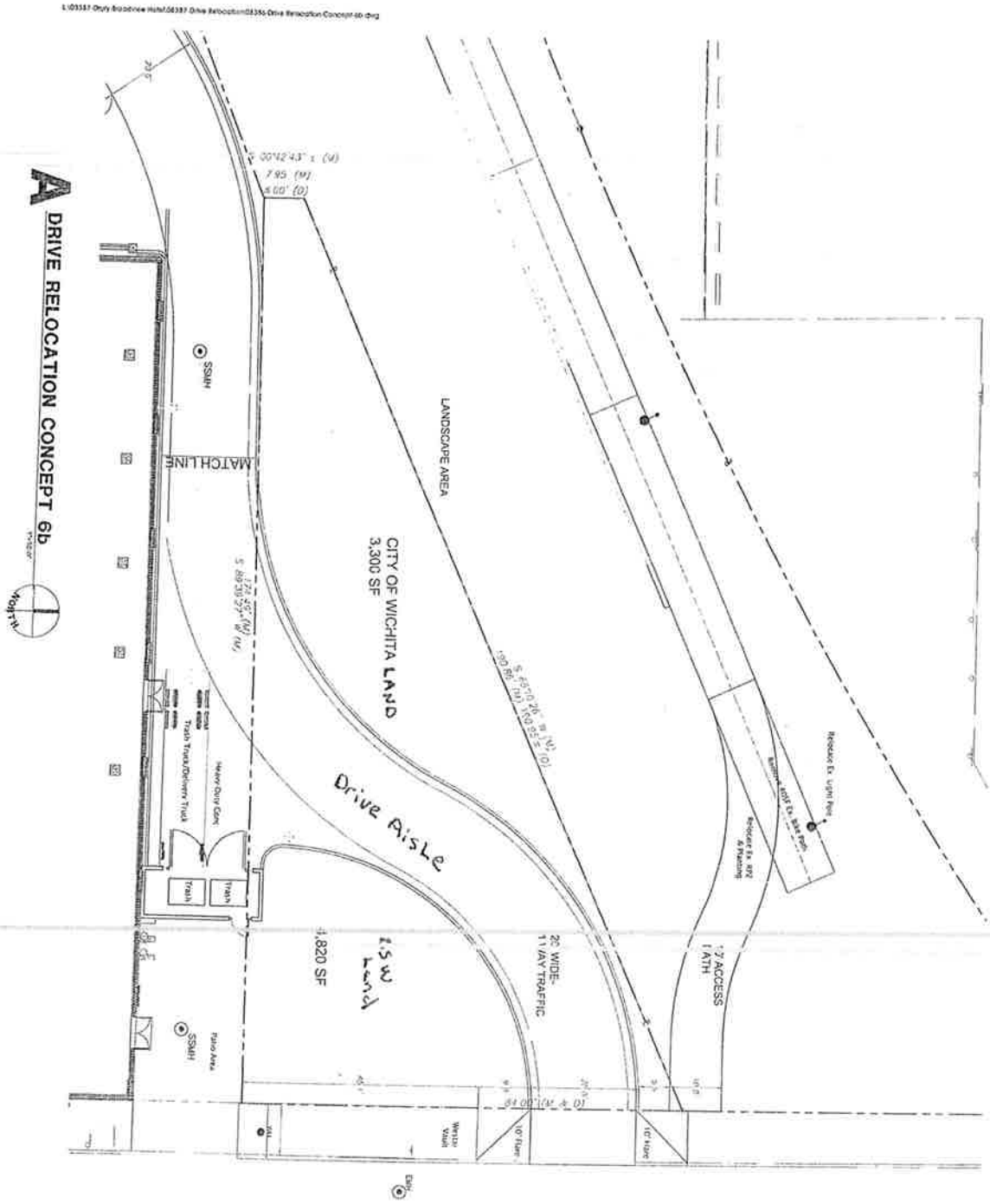
DRIVE
RELOCATION

SA1.6b

Exhibit C

Identification of City Land, DSW Land and Drive Aisle

See attached.



Waco Avenue - 76' R/W
(Public - Asphalt)

LawKingdonArchitecture
Engineering · Planning · Interiors · Landscapes

DRURY-BROADVIEW HOTEL SITE
DEVELOPMENT DRAWINGS
WICHITA, KS

08387

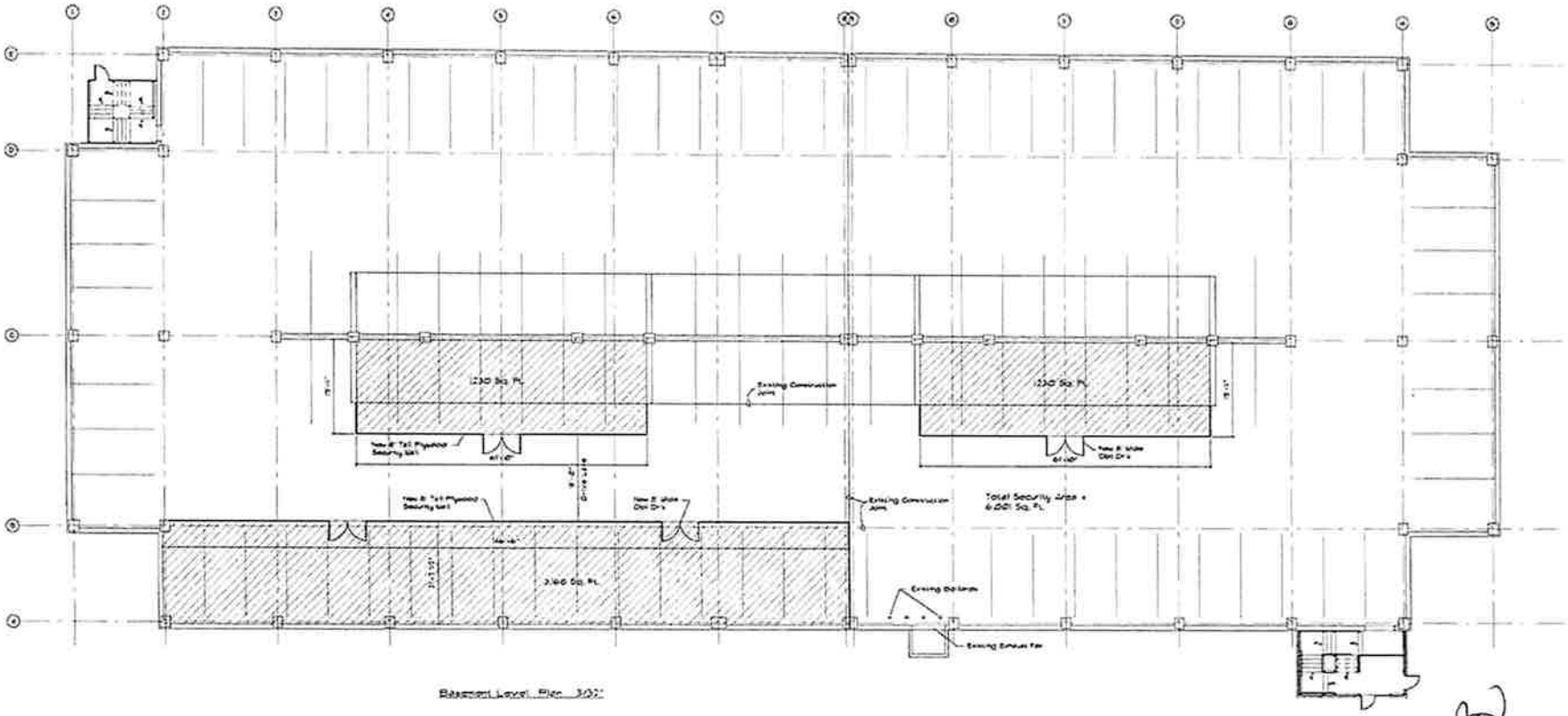
DRIVE RELOCATION

SA1.6b

Exhibit D

Identification of Storage Area

See attached.



Basement Level Plan 1/32"

6-3-11

REVISIONS	BY	REVISIONS	BY	REVISIONS	BY

DRURY SOUTHWEST INC.
CAPE GIRARDEAU, MISSOURI

City of Wichita's Security Storage Location

DRURY PLAZA HOTEL
Parking Garage - Drury Plaza Broadview

4634

A401

GARAGE STORAGE SPACE LICENSE AGREEMENT

THIS GARAGE STORAGE SPACE LICENSE AGREEMENT (this "**License**") is made and entered into as of June ___, 2011 ("**Effective Date**") by and between DSW Broadview, LLC, a Kansas limited liability company (the "**Licensor**"), as manager for the City of Wichita, Kansas (the "**Owner**"), and Wichita Festival, Inc., a Kansas not-for-profit corporation (the "**Licensee**").

WITNESSETH:

WHEREAS, Licensor is the manager of the City's parking garage facility located at 132 N. Waco Street, Wichita, Kansas (referred to herein as the "**Parking Garage**").

WHEREAS, Licensee desires to license certain storage space at the Parking Garage during the term of this License and Licensor is willing to license the storage space to Licensee on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Term. The term of this License ("**Term**") shall be for a period of two (2) years commencing on June ___, 2011 (the "**Commencement Date**") and ending on June __, 2013. Notwithstanding the foregoing, Licensor may terminate this License for any reason whatsoever upon sixty (60) days prior written notice to Licensee if Licensor does not close on the purchase of approximately four thousand eight hundred twenty (4,820) square feet of property located at 137 N. Waco, Wichita Kansas 62702 from Licensee within sixty (60) days of the Commencement Date. Notwithstanding that the Term begins on the Commencement Date, this License shall be effective and binding as of the Effective Date

2. Property Subject to License. On the Commencement Date, Licensor shall make available to Licensee, on the terms and conditions set forth herein, approximately six thousand (6,000) square feet of secured storage space with lighting within the lower level of the Parking Garage as identified on Exhibit A, attached hereto and incorporated herein ("**Storage Space**"). Licensee shall not make or suffer any alterations or improvements to the Storage Space without Licensor's prior written consent, which Licensor may withhold in its sole discretion.

3. The License. The Storage Space shall be available for use by Licensee during the Parking Garage's normal business hours subject to Force Majeure (defined below). Licensee will be entitled to use the Storage Space only for storing Licensee's Property and may make no other use of the Storage Space without Licensor's prior written consent, which it may withhold in its sole discretion. Licensee covenants and agrees that it shall not: (i) have, keep or maintain on or in the Storage Space any inherently dangerous items or materials such as, but not limited to, firearms, ammunitions, explosives or hazardous materials; (ii) perform any act on or about Storage Space which is prohibited by law; (iii) commit or permit waste of the Storage Space; (iv) use the Storage Space for any hazardous activity that would require any insurance premium on the Parking Garage to increase or that would void any such insurance. Licensee shall not keep or store any Licensee's Property or trash outside the Storage Space. Licensee agrees that it will not impede the driveways or access routes serving the Parking Garage at any time during the Term. If Licensor determines, in its sole discretion, that it is necessary to adopt rules and regulations for the Parking Garage, Licensor may adopt rules governing Licensee's use of the Parking Garage (the "Rules") and Licensee agrees to abide by the Rules provided they don't materially interfere with Licensee's use of

the Storage Space. Licensee agrees to keep and maintain the Storage Space in a clean, sanitary condition and in good order and repair.

4. License Fee. There shall be a One Hundred Dollar ($100.00) License Fee charged to Licensee for its use of the Storage Space during the Term.

5. Indemnification/Insurance. Licensee acknowledges and agrees that Licensee assumes all risk of loss or damage to Licensee's Property and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or willful misconduct of Licensor. Licensee, as a material part of the consideration to be rendered to Licensor under this License, to the fullest extent permitted by law, hereby forever releases Owner, Licensor, their agents, employees, officers and directors from and against any and all of Licensee's claims, causes of action, liabilities and expenses arising out of or relating to any loss, theft or damage to Licensee's Property and for injuries to persons in, upon or about the Storage Space and Licensee shall indemnify, defend and hold Owner, Licensor, their agents, employees, officers and directors exempt and harmless from and on account of any damage or injury to any person or property, goods, wares, and merchandise of any person, arising from the use of the Storage Space by Licensee, its agents, employees, contractors, invitees or licenses. Licensee shall, at its expense, maintain Comprehensive public liability insurance including coverage for personal injury, bodily injury and property damage (with a contractual liability endorsement) relating to the use or occupancy of the Storage Space with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence, with an annual aggregate of Four Million Dollars ($4,000,000.00), for personal injury, bodily injury, death or for damage or injury to or destruction of property (including the loss of use thereof). Such policy shall name Owner and Licensee as an additional insured and Licensee shall, simultaneously with the execution and delivery of this License to Licensor, deliver to Licensor a certificate of insurance evidencing such coverage. Licensee's indemnity obligations to Licensor in this Section shall survive termination or expiration of this License.

6. Defaults. It shall be a "**Default**" if either party at any time during the Term shall default in the observance or performance of any of their covenants hereunder. Upon a Default by Licensee, Licensor may, with notice to Licensee but without further demand for the observance or performance of any of said terms, conditions or agreements, elect to do one or more of the following: (a) perform, on behalf and at the expense of Licensee, any obligation of Licensee under this License which Licensee has failed to perform, the actual and reasonable cost of which performance by Licensor shall be deemed an additional License Fee and shall be payable by Licensee to Licensor upon demand; (b) suspend or terminate this License or (c) exercise any other right or remedy available to Licensor at law or in equity. Upon a Default by Licensor, Licensee may terminate this License upon thirty (30) days prior written notice to Licensor, provided Licensor has not cured the Default within said thirty (30) day period.

7. Assignment. Licensee may not assign or sublet any of its rights under this License in whole or in part, without the prior written consent of Licensor, which consent may be given or withheld in Licensor's sole discretion. Any purported assignment without Licensor's written consent shall be void.

8. Notices. Any notice, demand, request or other communication which may or shall be given or served to any party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; sent by facsimile transmission capable of confirming receipt to the number listed below (provided a copy is sent by reputable overnight delivery service such as Federal Express for next business day delivery); or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

Licensor:

DSW Broadview, LLC
101 S. Farrar Drive
Cape Girardeau, MO 63701
Attention: Dennis Vollink
Facsimile No.: (573) 335-5125

With a copy to:

DSW Broadview, LLC
101 S. Farrar Drive
Cape Girardeau, MO 63701
Attention: Herbert J. Wedemeier
Facsimile No.: (573) 335-5125

Licensee:

Wichita Festivals, Inc.
1820 E. Douglas Avenue
Wichita, Kansas 67214
Attention: Janet Wright
Facsimile No.: (316) 267-5901

The addresses of the parties hereto for purposes of notice may be changed by giving notice of such change thereof to the other party. Unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

9. Force Majeure. Neither party shall be responsible for failures or delays which are due to causes beyond its control, including, but not limited to, strikes, riots, revolutions, wars, terrorist acts, military actions, fires, floods, droughts, natural disasters, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, stoppage of labor, or other events considered as "Force Majeure," or by any other unavoidable cause beyond either party's reasonable control.

10. Miscellaneous. The parties each warrant and represent that each respectively has the right to enter into this License and to perform its respective duties and obligations of this License. Each party further warrants and represents that this License has been executed by its duly authorized representative. This License represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this License shall be effective unless reduced to writing and executed by both parties. A written waiver by either party of any of the terms or conditions of this License at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the License. This License may be executed in one or more counterparts, each of which shall constitute one and the same License.

IN WITNESS OF THE FOREGOING, the parties hereto have caused this License to be executed by their duly authorized representatives to be effective as of the Effective Date.

DSW Broadview, LLC
By: DSW Management, LLC

By: _____
Name: Carolyn F. Bohnert
Its: Sr. Vice President

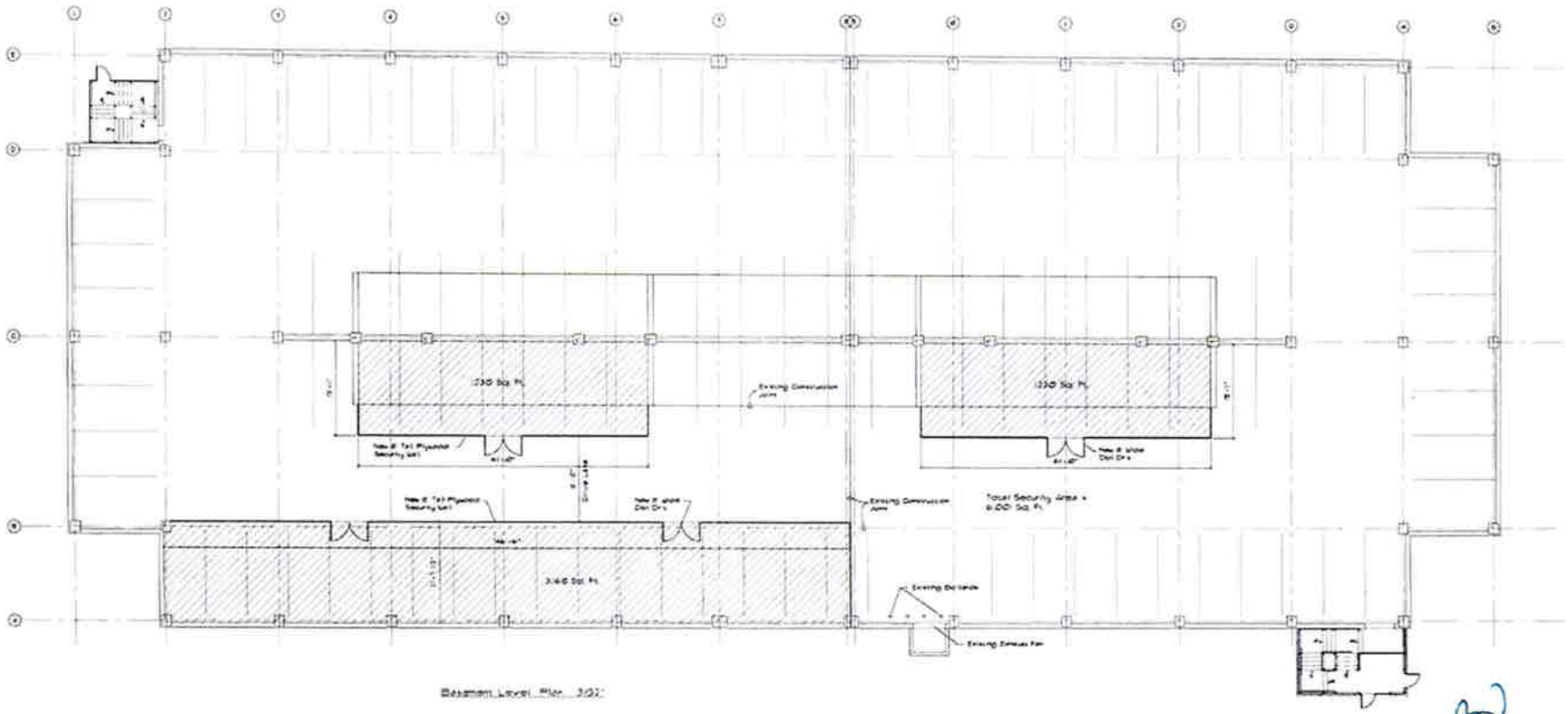
Wichita Festivals, Inc.

By: _____
Name: _____
Its: _____

EXHIBIT A

Storage Space Location

See attached.



Basement Level Plan 3/32"

6-3-11

REVISIONS	BY	REVISIONS	BY	REVISIONS	BY

DRURY SOUTHWEST INC.
CAPE GIRARDEAU, MISSOURI

City of Wichita's Security Storage Location

DRURY PLAZA HOTEL
Parking Garage - Drury Plaza Broadview

4634

A401

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("**Contract**") is made and entered into as of the Effective Date (as hereinafter in Section 10.4 below) by and between Wichita Festivals, Inc., a Kansas not-for-profit corporation ("**Seller**"), and the City of Wichita, Kansas, a municipal corporation ("**Buyer**").

In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property (as defined below) upon and subject to the provisions of this Contract.

ARTICLE I. DESCRIPTION OF THE PROPERTY

The "**Property**" consists of a parcel of land consisting of approximately three thousand three hundred (3,300) square feet located at 137 N. Waco, Wichita Kansas 62702, as more particularly identified on Exhibit A attached hereto and incorporated herein by this reference ("**Land**") and the buildings, improvements and structures located thereon together with all rights, titles and interests appurtenant to the Land, if any, including all right, title and interest of Seller in and to strips or gores adjoining the Land, adjacent roads, rights-of-way, alleys, drainage facilities, minerals and mineral rights, water and water rights, development rights, easements benefiting the Land, utility facilities, together with all permits, authorities, licenses, utility allocations and consents pertaining to the Land. The Land will be more particularly described in the legal description set forth in, and by the boundaries shown on, that certain Survey (defined in §4.2(b)), which legal description and precise square footage referenced therein shall govern for all purposes of this Contract.

ARTICLE 2. SALES PRICE, EARNEST MONEY, PRORATIONS, ADJUSTMENTS AND EXPENSES

2.1 Consideration. Subject to the terms, conditions, adjustments and provisions herein, Buyer agrees to pay, and Seller agrees to accept as consideration for the conveyance of the Property, the amount of One Hundred Twenty-Two Thousand Five Hundred and No/Dollars ($122,500.00) ("**Sales Price**").

2.2 Payment of Sales Price. The Sales Price shall be payable as follows, and allocated among the personal property and real property as determined by Buyer:

(a) Earnest Money and Independent Consideration. Within three (3) business days of the Effective Date, Buyer shall deliver to Security First Title, 434 North Main Street, Wichita, Kansas 67202, Attention: David Herd ("**Title Company**"), the sum of One Thousand and No/Dollars ($1,000.00). The parties agree that One Hundred Dollars ($100.00) of that amount (the "**Independent Contract Consideration**") shall be immediately earned by Seller as independent consideration for executing this Contract. The remainder of such deposit and all accrued interest thereon is hereinafter referred to as the "**Earnest Money**". The Title Company shall deposit the Earnest Money into an interest-bearing account at a bank acceptable to Buyer and all interest earned thereon shall be considered additional Earnest Money to accrue for the benefit of Buyer. The Earnest Money, Independent Contract Consideration and all interest accrued thereon, shall be applied as a credit for Buyer against the Sales Price payable at Closing (as hereinafter defined). If Buyer does not terminate this Contract on or before expiration of the Inspection Period, then the entire amount of Earnest Money shall become non-refundable (except in the event of Seller's default), but otherwise applied to the Sales Price at Closing. If this Contract is terminated after the expiration of the Inspection Period pursuant to any provision hereof for reasons other than Seller's default, all of the Earnest

Money shall thereupon be remitted to Seller as liquidated damages.

(b) Balance of Sales Price. At Closing, Buyer shall pay to Seller, by wire transfer or other immediately available funds, the balance of the Sales Price, with the Earnest Money and Independent Contract Consideration being credited and applied thereto, and subject to the prorations and adjustments described in Section 2.3 below.

2.3 Adjustments, Proration and Costs. Adjustments, prorations and costs with respect to the Property shall be computed and determined between the parties as of 12:01 a.m. on the Closing Date (the "**Cut-Off Time**"), with the income and expenses accrued prior to the Cut-Off Time being allocated to Seller and the income and expenses accruing on and after the Cut-Off Time being allocated to Buyer, all as set forth below. All such adjustments and allocation shall be made in cash at Closing and shall be shown on the closing statement to the extent possible. The computation of the adjustments for the closing statement shall be jointly prepared by Buyer and Seller using actual calculations through the night preceding the Closing Date and, where necessary, estimated amounts for the remaining period prior to the Cut-Off Time.

(a) Utility Charges and Deposits. Seller shall instruct all suppliers of utilities to read meters or otherwise determine the charges owing for services prior to the Cut-Off Time, which charges shall be paid by Seller. If such charges cannot be reasonably determined, the apportionment shall be based at Closing upon the amount of such charges for the immediately preceding billing period but shall be readjusted when the amount of such charges is finally determined. If elected by Buyer, Seller shall be given credit, and Buyer shall be charged, for any utility deposits transferred to Buyer at Closing. A schedule of all utility deposits is to be delivered by Seller to Buyer at least five (5) business days prior to Closing.

(b) Taxes and Assessments. All normal and customarily proratable items, including, without limitation, real estate and personal property taxes for the year of Closing and special assessments shall be prorated between Seller and Buyer based upon the respective period of time Seller and Buyer owned the Property during the calendar year of Closing. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence or estimates then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The provisions of this Section shall survive the Closing.

(c) Expenses. At the Closing, Seller shall pay: transfer taxes; the premiums and search fees for the Title Commitment and Owner's Title Policy (including any and all endorsements reasonably required by Buyer); one-half (½) of any escrow or closing fee charged by the Title Company; recording fees for all releases of liens, mortgages or encumbrances arising by or under Seller with respect to the Property; and all charges for Seller's own consultant fees. Buyer shall pay: the cost of the Survey (defined below); the cost of recording the Deed (defined below); Buyer's own consultant fees; and one-half (½) of any escrow or closing fee charged by the Title Company. Seller and Buyer shall pay any other transaction costs not specified in the manner typically paid by buyers and sellers of real estate in accordance with local custom.

(d) Reconciliation. Seller and Buyer shall reasonably cooperate after Closing to make a final determination of the prorations required hereunder. Upon the final reconciliation of the prorations under this Contract, the party which owes the other party any sums hereunder shall pay such party such sums within ten (10) days after the reconciliation of such sums. The obligations to calculate such prorations, make such reconciliations and pay any such sums shall survive the Closing.

ARTICLE 3. CLOSING

3.1 Place and Closing Date. The Closing ("**Closing**") of the purchase and sale of the Property shall take place at 10:00 a.m. at the offices of the Title Company on the date which is one (1) business day after the expiration of the Inspection Period, or at such other place and time as may be mutually agreed upon by the parties hereto ("**Closing Date**"), provided Buyer shall have the right to extend the Closing Date an additional thirty (30) days upon at least five (5) days written notice to Seller. Notwithstanding the foregoing, Buyer shall have the right to accelerate Closing to a date of its choice which, unless agreed upon by Seller, shall not be earlier than five (5) days after Seller's receipt of Buyer's notice to accelerate Closing.

3.2 Escrow. This transaction shall be closed through an escrow established with Title Company by depositing with Title Company an executed copy of this Contract and the funds described in paragraph 2.2(a) of this Contract. The terms of this Contract shall be the instructions to Title Company with respect to the purchase of the Property.

3.3 Possession. Sole possession of the Property shall be delivered to Buyer at Closing in broom clean condition, subject only to the Permitted Exceptions, as hereinafter defined, affecting the Property.

3.4 Documents to be Delivered at Closing. Buyer shall not be obligated to close on the purchase of the Property until each of the following documents, duly executed, is provided to Buyer (the "**Closing Documents**"):

(a) General Warranty Deed. A deed executed by Seller ("**Deed**"), in form satisfactory to Buyer, containing fee simple title, conveying the Property to Buyer free and clear of all liens, encumbrances, easements and restrictions of every nature and description, subject only to the Permitted Exceptions.

(b) Affidavit of Non-Foreign Status. A sworn affidavit executed by Seller in the form required by the Internal Revenue Service stating that Seller is not a foreign person within the meaning of Section 6039(c) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Foreign Investment in Real Property Tax Act of 1980, as amended, and the regulations promulgated thereunder.

(c) Owner's Title Policy. The Owner's Title Policy issued by the Title Company in favor of Buyer and in the amount of the Sales Price. The Owner's Title Policy shall insure indefeasible fee simple title to the Property in Buyer, subject only to the Permitted Exceptions.

(d) Authority. Evidence of Seller's existence, and appropriate authorizations for the execution, delivery and performance of this Contract and the Closing Documents by Seller.

(e) Seller's Affidavit. A form Seller's affidavit, against broker's liens or claims, mechanic's liens, parties in possession and the other preprinted exceptions on the Title Commitment which are customarily removed by such an affidavit, and such other documents, if any, as may be reasonably required by the Title Company, on forms customarily used by the Title Company in order to issue the Owner's Title Policy.

(f) Closing Statement. A closing statement as approved by Buyer.

(g) Other Documents. Such other documents, instruments, consents or agreements as may be reasonably required by Seller, Buyer or the Title Company in connection with the sale of the Property.

3.5 Buyer's Obligations at Closing. At Closing, Buyer shall deliver, in addition to any other obligations of Buyer as set forth in this Contract:

(a) The balance of the Sales Price to Title Company, subject to the adjustments and prorations set forth herein;

(b) Appropriate authorizations for the execution, delivery and performance of this Contract and the Closing Documents by Buyer;

(c) A closing statement as prepared by Title Company;

(d) Such other documents reasonably required by the Title Company in connection with the sale of the Property.

ARTICLE 4. INSPECTIONS AND BUYER'S CONDITIONS PRECEDENT

4.1 Access to Property, Seller's Submittals, Inspection Period and Conditions to Closing.

(a) Access / Inspection. Buyer shall have until 5:00 p.m. (Central Time) on the forty-fifth (45) full day after the Effective Date ("**Inspection Period**") to enter upon the Property and perform such physical inspections, surveys and studies to investigate all aspects of the Property as Buyer may desire. Buyer may extend the Inspection Period an additional thirty (30) days by providing written notice to Seller of such election prior to the expiration of the Inspection Period. Any reference to "Inspection Period" in this Contract shall mean the Inspection Period as extended, if applicable. If Buyer determines, in its sole discretion that the Property is not feasible for Buyer's purposes, then Buyer may terminate this Contract by delivering written notice thereof to Seller on or before the expiration of the Inspection Period. If Buyer elects to terminate pursuant to this Section 4.1(a), then this Contract shall be deemed terminated and neither party shall have any further liability to the other under this Contract or by virtue of its termination, and the Earnest Money shall be promptly returned to Buyer and Seller shall retain the Independent Contract Consideration.

(b) Seller's Submittals. Within five (5) days after the Effective Date hereof, Seller shall deliver to Buyer, at Seller's expense, true and complete copies of all documents pertaining to the Property reasonably available to or in Seller's possession, including, without limitation, all surveys, the most recent real estate and property tax bills; environmental notices, studies, certificates, reports, and soils reports; title examinations, surveys, engineering studies, and utility commitments; and all other documents material to the condition, maintenance or operation of the Property.

4.2 Title Commitment and ALTA Survey.

(a) Title Commitment. Buyer shall obtain at Seller's expense, a current preliminary title report of the Property for an ALTA Extended Coverage Owner's Title Insurance Policy ("**Title Commitment**") issued by the Title Company and dated after the Effective Date, binding the Title Company to issue a Kansas Standard Owner's Policy of Title Insurance ("**Owner's Title Policy**") to Buyer at Closing in the amount of the Sales Price and insuring fee simple title to the Property, and setting forth all matters affecting title to the Property, together with copies of any recorded documents constituting exceptions listed in the Title Commitment.

(b) ALTA Survey. Buyer shall, at Buyer's expense, obtain an ALTA form survey

("**Survey**") of the Property. The Survey shall include at least the following: (i) the current legal description of the Land; (ii) a calculation of the area in square feet; and (iii) a depiction of the boundaries of the Land and all identifiable easement areas, physical improvements and encroachments affecting the Land which are either shown on the Title Commitment or visible upon the Land. All easements, including but not limited to storm and sanitary sewer, electric, telephone, water, and ingress and egress, shall be shown with sufficient particularity to remove the standard survey exceptions from any owner's title policy, certified to the Title Company, Buyer, its assigns and/or lender, as of the Closing Date.

(c) Approval. If the Title Commitment and/or Survey reveal any matters which are unsatisfactory to Buyer, Buyer shall provide Seller with written notice of its objections (collectively, the "**Title Objections**") on or before the earlier of (i) the expiration of the Inspection Period or (ii) the date which is ten (10) business days after Buyer's receipt of both the Title Commitment and Survey. If Buyer objects to any matter in the time and manner provided herein, Seller shall have ten (10) days from receipt of the Title Objections ("**Cure Period**") to cure such objections or, if Buyer approves in writing, to have Title Company commit to insure, at Seller's expense, against any and all loss or damage that may be occasioned by any such Title Objections. Closing shall be extended as necessary to provide Seller with an opportunity to cure as provided herein. If Seller fails to cure the Title Objections within the Cure Period to the satisfaction of Buyer, then Buyer may elect to terminate this Contract by providing written notice of such election to Seller within ten (10) days after the expiration of the Cure Period, and the Title Company shall promptly disburse the Earnest Money to Buyer and Independent Contract Consideration to Seller. Thereafter, this Contract shall be deemed terminated, and neither party shall have any further rights, duties, obligations or liability to the other under this Contract or by virtue of its termination. Failure by Buyer to terminate this Contract in the manner and within the time period specified in this Section 4.2(c) shall constitute Buyer's waiver of any objection to matters reflected in the Title Commitment or Survey except as specifically provided herein. Notwithstanding anything to the contrary contained herein, Seller shall discharge all monetary liens or encumbrances against the Property that constitute, secure or evidence an outstanding obligation of Seller under any (A) mortgage, deed of trust or other lien encumbering title to the Property which secures a loan or other obligation of Seller, and/or (B) judgment entered against Seller by a court with competent jurisdiction, delinquent tax obligation, mechanic's or materialmen's liens or similar obligations of Seller. Seller shall also satisfy all matters shown on Schedule C of the Title Commitment at or prior to Closing. "**Permitted Exceptions**" shall mean and include: any exceptions as to (i) standby fees, taxes and assessments for the year of Closing and subsequent years not yet due and payable, and subsequent assessments for prior years due to change in land usage or ownership; and (ii) such other matters of record set forth in the Title Commitment or Survey that Buyer approves, waives in writing or is deemed approved by Buyer in accordance herewith. The provisions of this paragraph 4.2(c) shall survive the termination of this Contract.

4.3 Seller's Cooperation. Seller agrees to fully cooperate with Buyer in Buyer's attempt to satisfy the contingencies, and in connection therewith Seller agrees to execute such documents as may be necessary for Buyer to make applications and obtain approvals or otherwise as is reasonably necessary for Buyer to satisfy the contingencies.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents, warrants and covenants to Buyer as of the Effective Date and as of Closing, that:

(a) Authority. Seller is duly organized, validly existing and in good standing under the laws of the State of Kansas. Seller has all requisite power and authority to enter into and perform Seller's

obligations under this Contract. Each person executing this Contract on behalf of Seller warrants that s/he is duly authorized to execute, deliver and perform this Contract on behalf of Seller and to bind Seller.

(b) Title/Possession. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. There are no persons or entities other than Seller in possession or occupancy of the Property, or any part thereof, nor are there persons or entities who have possessory rights with respect to the Property or any part thereof.

(c) Other Agreements or Actions. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. From the Effective Date to the Closing Date, Seller agrees that it will not enter into any agreements whether oral or written, which might be or become binding upon the Property or Buyer, or record any restrictions or other encumbrances affecting the Property, without the prior written consent of Buyer, which consent Buyer may withhold in its sole discretion. Seller will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the representations or warranties in this Contract to be untrue as of the Closing. Buyer shall not, by reason of entering into this Contract, become subject to or bound by any agreement, contract, lease, license, undertaking or understanding which it shall not have previously agreed in writing to accept.

(d) Compliance with Laws. The Property complies with all applicable laws, codes and ordinances.

(e) Proceedings. There is no pending litigation or threatened litigation affecting Seller or the Property, or any part thereof, which would constitute a lien, claim or obligation against the Property or which could prevent Seller from performing its obligations under this Contract. Seller does not know of any condemnation or eminent domain proceedings pending, threatened or contemplated against the Property, or any part thereof, nor to the knowledge of Seller is any such proceeding or any assessments for any reason contemplated by any governmental authority. Seller has not received any notice, oral or written, of the desire of any public authority or other entity to take or use the Property, or any part thereof. Seller has not received any notice that the Property or any portion thereof is or will be subject to or affected by any special assessments, whether or not presently a lien thereon.

(f) Environmental Matters. To Seller's knowledge, the Property is free from Hazardous Substances and environmental contamination. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Buyer may suffer due to the existence or discovery of Hazardous Substance (as herein defined) on the Property unless such Hazardous Substance was introduced to the Property by Buyer. **"Hazardous Substances"** shall include, without limitation, any hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products as defined and regulated under any and all federal, state and environmental laws, rules or regulations. Hazardous Substance shall not include commercially reasonable amounts of such materials used in the ordinary course of Seller's operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations. The provisions of this Subsection (f) of Article 5 shall survive the Closing.

(g) No Violations or Defaults. The execution, delivery and performance of this Contract by Seller and the consummation of the transactions contemplated herein by Seller will not (i) violate any law or any order of any court or governmental authority with proper jurisdiction binding on Seller; (ii) result in a

breach or default under or give any person the right to declare a default or exercise a remedy under, or to cancel, terminate or modify, any contract or other binding commitment of Seller or any provision of the charter and other organizational documents of Seller; or (iii) require any consent or approval of any person or governmental authority or vote that has not been taken or given, except for any consent of the other party to any particular agreement, right or instrument to be assigned hereunder.

(h) Operations. Seller shall continue to operate and maintain the Property in its current condition and repair, and otherwise consistent with Seller's operation and maintenance practices in existence as of the date hereof. Seller shall not, without the written consent of Buyer: (a) make any material physical change to the Property; (b) sell any of the Property; or (c) further encumber title to the Property.

(i) Insurance. Seller has not received notice from any insurance company of any defects or inadequacies in the Property that would affect adversely its insurability or increase the cost of insurance. Seller will continue to insure the Property in a prudent manner against risks in accordance with its current insurance program.

(j) Reliance. Seller acknowledges that Buyer has relied and will rely on the representations and warranties of Seller in executing this Contract and closing the purchase and sale of the Property pursuant to this Contract, and Seller shall immediately notify Buyer, in writing, if any event or condition known to Seller occurs prior to Closing that changes the facts relating to, or the truth of, any of the representations or warranties herein. All of Seller's representations and warranties shall survive for a period of two (2) years from the date of Closing.

ARTICLE 6. LIKE-KIND EXCHANGE OPTION

The parties hereby acknowledge that either may elect to consummate this transaction as a tax-deferred exchange under Section 1031 of the Code ("**1031 Exchange**"). The parties shall cooperate with each other in effectuating the 1031 Exchange(s), including signing such documents necessary to accomplish such exchange(s), provided, however, such documents shall be subject to the limitation that the other party shall be without personal warranty or guarantee or liability upon the occurrence of a default therein. The provisions for any 1031 Exchange(s) shall not delay the Closing and the sale of the Property shall close as set forth in this Contract. The exchanging party shall pay all extra recording and escrow fees and incidental costs associated with effectuating its own 1031 Exchange. Any exchange provided for in this Article must utilize the services of a tax-free exchange intermediary.

ARTICLE 7. DEFAULTS AND REMEDIES

7.1 Seller's Default. Except as otherwise specifically provided in this Contract, if any of Seller's representations or warranties contained herein are untrue in any material respect, or if Seller shall have failed to have timely performed any of its material obligations, covenants and/or agreements contained herein, then Buyer may, at its option:

(a) Elect to close the purchase of the Property pursuant to the provisions hereof provided that such Closing shall not waive any claims Buyer may have against Seller for damages as a result of Seller's default and Buyer may, on or after Closing, proceed against Seller for damages caused thereby.

(b) Buyer may specifically enforce the provisions of this Contract, in which event Buyer shall still have a claim for damages for default against Seller.

(c) Buyer may cancel and terminate this Contract by giving Seller written notice of such election prior to or at the Closing, and in such event all Earnest Money and interest thereon shall be immediately paid to Buyer. In such event, Buyer shall retain all rights against Seller for damages arising out of Seller's default, including without limitation, Buyer's right to recover its out of pocket costs incurred in connection with its due diligence.

(d) If any of Seller's representations or warranties are untrue at Closing due to circumstances beyond the control of Seller, but were true when made and Seller has informed Buyer of such in writing prior to Closing, then Buyer at its option may elect to close the purchase of the Property and waive all claims against Seller or cancel or terminate this Contract and receive all Earnest Money and any interest thereon as Buyer's sole and exclusive remedy.

7.2 Buyer's Default. If Buyer shall fail or refuse to close the purchase of the Property as contemplated hereby due to the default of Buyer hereunder, then the Earnest Money and any interest thereon (if any) shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for such default. Seller hereby specifically waives any and all rights which it may have to damages or specific performance as a result of Buyer's default under this Contract, and the parties hereby acknowledging, after specific negotiation, that the valuation of Seller's damages would be very difficult to determine in light of changing real estate market conditions and tax law changes and that the amount of the Earnest Money is a reasonable estimate of Seller's damages and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty. If Seller elects to terminate this Contract due to the default of Buyer, neither party hereto shall have any further rights or obligations hereunder.

ARTICLE 8. NOTICES

8.1 Notice. Any notice, demand, request or other communication which may or shall be given or served to any party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; sent by facsimile transmission capable of confirming receipt to the number listed below (provided a copy is sent by reputable overnight delivery service such as Federal Express for next business day delivery); or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

Seller: Wichita Festivals, Inc.
1820 E. Douglas Avenue
Wichita, Kansas 67214
Attention: Janet Wright
Telephone No.: (316) 267-2817
Facsimile No.: (316) 267-5901

Buyer: City of Wichita
455 N. Main St., MS 1-13
Wichita, Kansas 67202
Attn: Mayor Carl Brewer
Telephone No.: (316) 268-4331
Facsimile No.: (316) 268-4333

8.2 Change of Address. The addresses of the parties hereto for purposes of notice may be changed by giving notice of such change thereof to the other party. Unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

ARTICLE 9. INDEMNITIES

Seller shall indemnify Buyer against, and shall hold Buyer harmless from, any and all claims, demands, causes of action, liabilities, judgments, losses, damages, costs, and expenses of any kind whatsoever (including, without limitation, reasonable attorney's fees incurred in connection with the enforcement of this indemnity) (collectively, "**Claims**") resulting from or arising out of or in connection with the ownership and operation of the Property, any business conducted thereon or therein, and any use or occupancy of the Property by Seller or its agents, employees, invitees, licensees, or guests on or before the date of Closing. Provided, however, the foregoing indemnity shall not apply to Claims expressly assumed by Buyer pursuant to the terms of this Contract. The indemnifications set forth in this Article 9 shall survive Closing.

ARTICLE 10. MISCELLANEOUS

10.1 Condemnation/Casualty. If, prior to Closing, all or any portion of the Property is taken by eminent domain or condemnation proceedings are commenced against all or any portion of the Property, then Buyer may, at its option, either (i) terminate this Contract by notice to Seller within 20 days after Buyer receives written notice of such proceedings, in which event the Earnest Money shall be disbursed to Buyer and the Independent Contract Consideration shall be disbursed to Seller, and thereafter neither party shall have any further rights, duties or obligations hereunder, or (ii) continue under this Contract, whereupon Seller shall assign to Buyer its interest in and to any award and proceeds thereof payable as a result of such taking. The risk of loss or damage to the Property is assumed by Seller until Closing. In the event of such loss or damage, then Buyer may, at its option: (i) terminate this Contract and the Earnest Money shall be disbursed to Buyer and the Independent Contract Consideration shall be disbursed to Seller, and thereafter neither party shall have any further rights, duties or obligations hereunder, or (ii) continue under this Contract, whereupon Seller shall assign to Buyer all its interest in and to any insurance proceeds payable as a result of such loss or damage.

10.2 Real Estate Commissions. Buyer and Seller each represent to the other that there are no real estate agents or brokers entitled to a commission in connection with this purchase and sale of the Property. Each party hereby agrees to indemnify, defend and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this section. This Section 10.2 shall survive Closing.

10.3 Entire Agreement, Counterparts, etc. This Contract, together with all Exhibits attached hereto and incorporated herein by reference, contains all agreements between the parties, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings, either oral or written, between Buyer and Seller concerning the Property other than those herein set forth, and no agreement not contained herein shall be recognized by the parties. This Contract may be modified, or amended by written agreement signed by the parties. The illegality or invalidity of any paragraph, clause or provision contained in this Contract shall not affect or invalidate the remainder of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Effective Date, Business Days. For purposes of this Contract, "**Effective Date**" shall mean the date when a fully executed copy of this Contract. "**Business day**" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Kansas. For purposes of determining the time for performance of any obligations hereunder, any such date falling on a Saturday, Sunday or designated legal holiday in the State of Kansas shall be deemed to be effective as of the next business day following such date. Time is of the essence in this Contract.

10.5 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of laws provisions.

10.6 Assignments; Binding Effect. Buyer may assign this Contract upon written notice to Seller. This Contract shall be binding upon and inure to the benefit hereto, their successors and assigns.

IN WITNESS WHEREOF, this Contract has been executed by the parties effective as of the Effective Date.

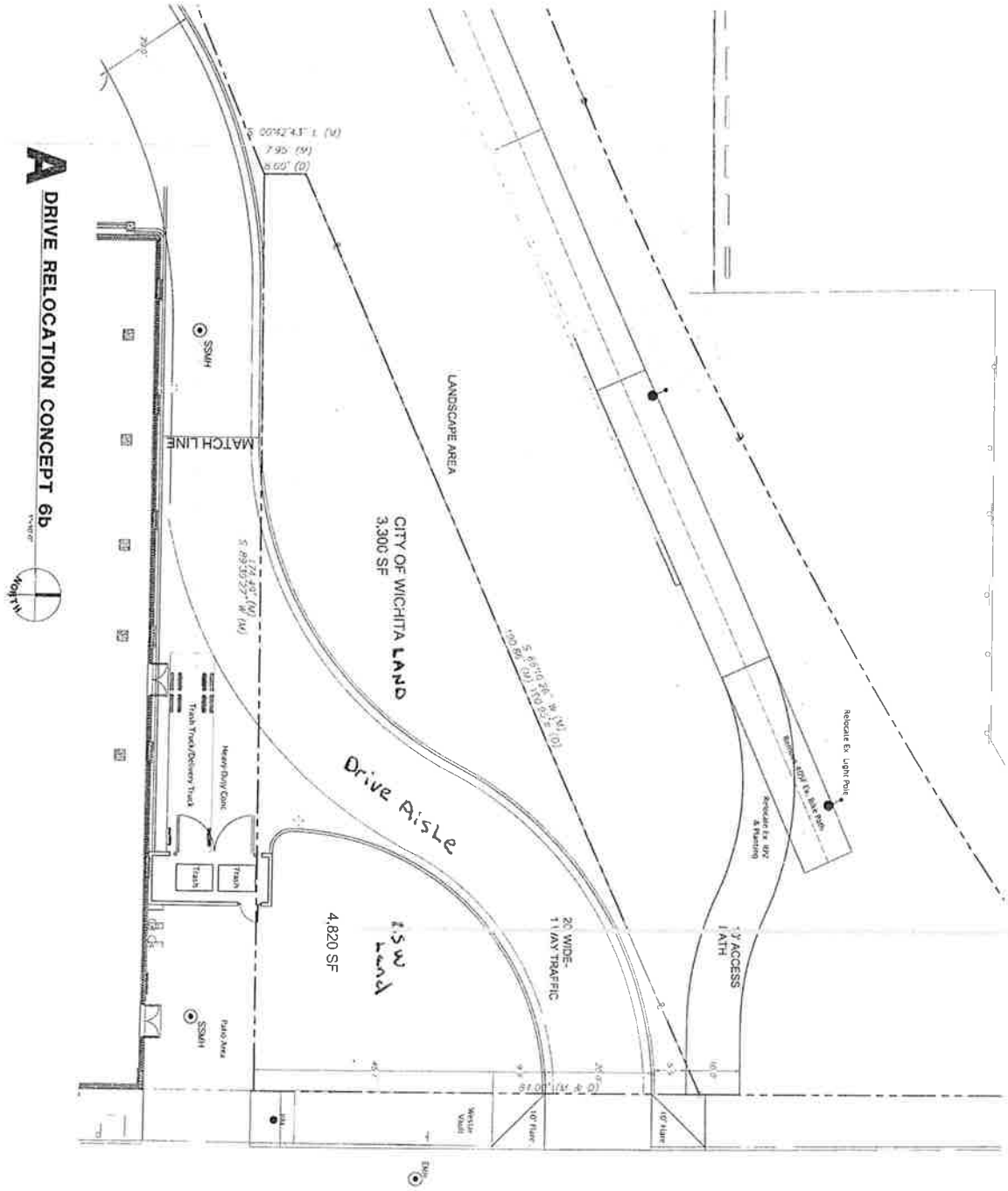
SELLER:	**BUYER**:
WICHITA FESTIVALS, INC.	CITY OF WICHITA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Execution: _____	Date of Execution: _____

EXHIBIT A

Identification of the Land

See attached.

L:\08387 Drury-Broadview Hotel\08387-Drive Relocation\08386-Drive Relocation-Concept-6b.dwg



Waco Avenue - 76' R/W
(Public - Asphalt)

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

DRURY-BROADVIEW HOTEL SITE
DEVELOPMENT DRAWINGS
WICHITA, KS

LawKingdon Architecture
Date: 04/04/2023
Phone: (316) 264-0700 Fax: (316) 264-0700
JAYNER A. KEO - AIA

08387

DRIVE
RELOCATION

SA1.6b

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Cultural Funding Allocation Recommendations

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

- -

Recommendation: Approve the Fiscal Year (FY) 2012 funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

Background: In 2005, the City Council approved the formation of the Cultural Funding Committee consisting of 11 members. Members of the City Council appointed seven (7) members. The Arts Council appointed four (4) members. The committee consists of representatives from government, education, business, philanthropy, arts organizations and the public at large. The committee was assigned the responsibility to make recommendations to the City Manager and members of the City Council on the allocation of additional funding through operational grants for arts and cultural organizations.

In addition to reviewing and making recommendations for Cultural Funding, the Cultural Funding Committee was also tasked with reviewing the FY2010 Annual Operational Agreement Reports for the Group One organizations and making recommendations on the funding level identified for FY 2012.

Analysis: The projected equivalent of one (1) mill for FY2012 is $3,165,897.00. The Cultural Funding Committee, as requested by the Mayor and the City Council, reviewed the Operational Agreements for Group One organizations first and then determined the Cultural Funding allocation amounts for 28 organizations.

Group One Operating Agreements

Group One City of Wichita organizations are defined by the Cultural Arts Plan as organizations that have City owned property or facilities, City employees, or collections which are owned by the City. These organizations include Botanica, Wichita Art Museum, Wichita Historical Museum, Old Cowtown Museum and Mid-America All-Indian Center. In 2010, the City of Wichita entered into Operating Agreements with four (4) Group One organizations. Old Cowtown Museum does not have an operating agreement with the City because the facility is currently under the management of the Division of Arts and Cultural Services.

The purpose of the Operating Agreement is to define the City's expectations for Group One organizations and to indentify anticipated funding amounts for five (5) years which will allow the organizations the ability to create long-term strategic plans.

As identified by the Cultural Arts Plan, which was adopted by the Mayor and City Council in 2008, the Cultural Funding committee reviewed the operational agreement funding for Group One organizations. To assist in making well informed decisions regarding the Group One operational funding, the organizations were requested to submit an Annual Operating Agreement Report. Information in the annual report included, but was not limited to, the following criteria:

- Demonstration of financial growth over a three-year time period.
- Assurance of financial security by maintaining a three (3) to six (6) month operating reserve.
- Development of Improvement Plans for organizations who do not meet excellence criteria established as a result of the annual review of these agreements.
- Accountability of funding expenditures to the City.
- Inclusion of City representation on all boards.

After reviewing the Annual Operational Agreement Reports and listening to presentations from the Group One organizations, the committee recommends funding the organizations at the level identified in their Operating Agreements for FY2012. The amount listed in the Operational Agreement for 2012 reflects a 3% increase.

Organization Name	**2011 Amount Approved**	**2012 Amount Recommended**
Group 1 with Operating Agreement		
Historical Museum	$138,040.00	$142,181.20
The Wichita Art Museum, Inc.	$1,557,663.00	1,604,392.52
Mid-America All-Indian Center	$160,269.00	165,076.55
Botanica, The Wichita Gardens	$292,560.00	301,336.00
Cowtown	$245,475.00	245,475.00
Arts Council**	$6,540.00	$6,540.00
Total Group One Operating Amount	**$2,394,007.00**	**$2,458,461.27**

** The Arts Council historically has not applied for funding. The amount allocated is to provide necessary administrative funding support for the Cultural Funding committee which is a sub-committee of the Arts Council. The amount allocated has remained the same since 2006. In 2011, the Cultural Funding committee voted to require the Arts Council to follow the same process as other organizations by submitting an application and subsequent required reports.

Cultural Funding

Once the committee had identified the amount to be allocated for the Group One organizations' Operating Agreements, the members determined that $707,435.73 remained for allocation to organizations which applied for Cultural Funding. All five Group One organizations applied for Cultural Funding in addition to the amounts identified in the Operating Agreements for a total of 27 organizations competing for funds.

Since the committee had determined it would reward excellence and established evaluation criteria to determine excellence and the move toward it, they established a baseline using averages of the scores given by the 11 members to the applications. Applications with average scores below this baseline were

not considered for funding. While the average scores were important in the determination of a corresponding funding amount, it was not the only factor used. Economic impact, history of performance, financial stability and community impact were all taken into consideration.

Cultural Funding Recommendations

Organization Name	2011 Amount Approved	2012 Amount Recommended
Arts Partners	$42,541.00	$42,500.00
Wichita Public Library Foundation	$70,000.00	$65,000.00
WSU Foundation (Ulrich Museum)	$35,000.00	$35,000.00
Botanica	$28,070.00	$25,000.00
Wichita Symphony	$110,000.00	$100,000.00
Music Theatre of Wichita	$85,000.00	$80,000.00
Sedgwick County Zoological Society	$58,000.00	$58,000.00
Chamber Music at the Barn	$16,000.00	$10,000.00
Tallgrass Film Festival	$18,000.00	$22,500.00
Museum of World Treasures	$45,000.00	$35,000.00
Kansas Aviation Museum	$45,000.00	$42,500.00
Music Theatre for Young People	$6,000.00	$10,000.00
Old Cowtown Museum	$18,188.00	$25,000.00
Wichita Grand Opera	$0.00	$10,000.00
Exploration Place	$0.00	$42,500.00
Mid-America All-Indian Museum	$3,816.00	$18,000.00
Historical Museum	$8,980.00	$8,000.00
Wichita Children's Theatre	$40,000.00	$28,435.73
Orpheum Performing Arts Center, Ltd	$35,000.00	$30,000.00
The Kansas African American Museum	$0.00	$20,000.00
Opera Kansas	$4,000.00	$0.00
Wichita Art Museum	$8,491.00	$0.00
*Newman University Fine Arts	$0.00	$0.00
*Heart of America Men's Chorus Inc.	$6,000.00	$0.00
*Ballet Wichita	$0.00	$0.00
*Griot's Storytelling Institute	$0.00	$0.00
*Camp Allegro Wichita	did not apply 2011	$0.00
Total supplemental recommended for all other organizations (23 organizations)	**$683,086.00**	**$707,435.73**
Total Amount to Allocate	**$3,077,093.00**	**$3,165,897.00**
*Scored below baseline		

Several organizations were recognized for growth in attendance and/or their impact on the local economy. The committee chose to recommend increases in funding for them to encourage continued growth. These organizations include Music Theater for Young People, Mid-America All-Indian Center, Exploration Place, Wichita Grand Opera, Tallgrass Film Festival, and Old Cowtown Museum. The Cultural Funding Committee did not recommend increases in Old Cowtown Museum's operational funding for FY2012 because they do not have an operational agreement that has a recommended increase. They chose to address the increase for them through the Cultural Funding grant process as a way of commending the organization for increases in attendance and programming.

Chamber Music at the Barn, Wichita Children's Theater, and the Museum of World Treasures saw a reduction in funding due to a decrease in programming and attendance as well as additional requests from larger organizations that were not eligible for funding in FY2011.

Financial Consideration: The projected equivalent of one (1) mill levy for FY2012 is $3,165,897.00. The amount identified and recommended for Group One organizations by the Cultural Funding Committee for FY2012 is $2,458,461.27. The remaining $707,435.73 was allocated to organizations via a competitive grant review process.

Goal Impact: To work toward funding organizations which demonstrate excellence or continued improvement in the operations of its organization and to Enhance the Quality of Life for the citizens of Wichita.

Legal Consideration: The Law Department drafted the currently effective five-year operating agreements for Group 1 organizations. Upon designation by Council of the additional selected funding recipients and the amounts to be allocated, the Law Department will modify or create as needed the Cultural Funding Contracts for these remaining recipients.

Recommendations/Action: Approve the FY2012 funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

Attachment: Cultural Funding Committee Notes

Cultural Funding Minutes for Fiscal Year 2012

Deliberation Date 4-12-2011

Present: Maaskelah Thomas, Donnah Taylor, Steve Peters, Dan Rouser, Donna Perline, John D'Angelo, Norm Terry, Irene Hart, Joe Miller, Gwynne Birzer, Diane Post, and Bernadette Bradshaw
Due to a scheduling conflict, Ken Ciboski arrived at 2:40 p.m.

Discussion occurred regarding the Operating Agreement Reports and the funds identified in the Operating Agreements. John D'Angelo explained that the Operating Agreements are five year reports and identify recommended funding amounts which are to be reviewed yearly for five years. The amount identified in the agreement for FY (Fiscal Year) 2012 includes a 3% inflator. The amount indentified by finance as the estimated amount of 1 mill for 2012 is $3,165,897.00.

Committee members then discussed the 2012 Operating Agreements and the amounts indentified in each of the Group One agreements. Committee members recommend the Group One organizations be funded at the amounts identified in the 2012 Operating Agreements.

Committee members were then asked to comment on the Group One Annual Reports and state any concerns they had regarding each organization. Committee members also wanted to have it noted that they felt having the Operational Agreements Annual Reports were extremely beneficial in making recommendations on the Group One organizations Operational Agreement funding.

Group One Operating Agreement Annual Reports for 2010

Mid-America All-Indian Center Report

- Commend the board for maintaining a 10 month operating reserve.
- Believe the organization is making nice strides and doing a good job despite working with a small staff and budget.
- Recommend they continue to work to obtain support from foundations.

Diane Post moved to accept the Operating Agreement Annual Report as presented. Dan Rouser seconded. Motion passed unanimously.

Wichita Sedgwick County Historical Museum

- Commend the organization for achieving reaccreditation and for taking steps to create a strategic plan.
- Recommend the organization consider using programming as a possible source of income or consider a fee that covers the cost of the program to increase return on investment.
- Recommend the organization work to obtain support from other sources rather than relying on their endowment.
- Concern that the organization is not linking with other organizations in a meaningful way.
- Recommend the organization give consideration to presenting outreach programs.

Diane Post moved to accept the Operating Agreement Annual Report as presented. Steve Peters seconded. Motion passed unanimous

Old Cowtown Museum

- Commend the organization for developing new programming and working to upgrade the buildings and grounds.
- Recommend the organization work towards increasing earned income and decreasing the subsidy from the City.

Dan Rouser moved to accept the Operating Agreement Annual Report. Gwynne Birzer seconded. Motion passed unanimously.

Botanica

- Commend the organization for how much they have increased attendance and earned income in the past four years.
- Recommend the organization consider raising the maintenance endowment for the children's garden to cover more than 2 years.
- Concern was expressed that the organization is turning their focus on the new areas of the gardens and ignoring older areas.
- Concern was also expressed regarding the decline in volunteers.
- Recommend the organization review their long range plan. Committee felt it was not well defined in the report.

Diane Post moved to accept the Operating Agreement Annual Report. Donnah Taylor seconded. Motion passed unanimously.

Wichita Art Museum

- Commend the museum staff and board for taking the steps to address concerns identified in the 2011 Improvement Plan.
- Commend the organization on their efforts to be more transparent.
- Recommend the organization address the need for private fund raising and look to increase earned income.
- **Diane Post moved to accept the Operating Agreement Annual Report. Dan Rouser seconded. Motion passed 9 to 1. Gwynne Birzer requests her recommendation that the museum agreement be reviewed and revised at the appropriate time be recorded. Ms. Birzer felt the earlier agreement between the City and the Museum was more closely related to by-laws than an operational agreement.**

Arts Council, Inc.

- Recommend the Arts Council complete an application and comply with other requirements of funding such as bi-annual reports the same as all other organizations for funding year 2013.
- **Joe Miller moved to fund the Arts Council for FY2012 in the amount of $6,540. Donna Perline seconded. Motion passed.**

Cultural Funding Applications (Supplemental Funding)

For FY2011 funding, the committee determined as a policy to review the average scores and determine a baseline for funding. The highest average score was 95 and the lowest average score was 66. Board members then discussed the need to set a baseline score based on average scores only; no organization names were identified with scores at this time. **Steve Peters moved to set a score of 78 as a baseline for funding. Maaskelah Thomas seconded. Motion passed 7 to 3.**

All organizations receiving a score less than 78 were not considered for funding. **Organizations not considered for funding for FY2012 include Heart of America's Men's Chorus, Newman University (Steckline Gallery), Ballet Wichita, the Griot's Storytelling Institute, and Camp Allegro Wichita.** After determining a baseline score and eliminating the organizations who did not meet the baseline score, the committee turned to review of funding amounts for each organization. After multiple reviews, the following recommendations were made for funding each organization for FY 2012.

Arts Partners

Dan Rouser moved to fund Arts Partners for the amount of $42,500. Gwynne Birzer seconded. Motion passed 10 to 0.

- Committee members support this organization's efforts to provide arts education in public schools and believe this is important due to funding cuts to the schools from state government.
- Arts Partners is a funding mechanism for employing artists.

Wichita Public Library Foundation

Maaskelah Thomas moved to fund the Library Foundation for the amount of $65,000. Dan Rouser seconded. Motion passed 9 to 1.

- Committee members felt the Library Foundation was achieving their goals and providing more usage with fewer dollars.
- Committee members felt the Library Foundation was taking steps to keep in time with technology as part of their strategic plan.
- Committee members stated they were pleased with the diversity of patrons the Library Foundation serves and the diverse resources available to the public.

Ulrich Museum

Diane Post moved to fund the Ulrich Museum for the amount of $35,000. Irene Hart seconded. Motion passed 7 to 3.

- Committee members stated they believe the Ulrich shows innovation and impetus to move forward in using and exploring a new model for private fund raising and programming.
- Committee members stated the Ulrich occupies a niche that no other organization fills.
- Committee members stated the Ulrich is a solid organization, gave a good presentation, and is setting the standard for other organizations to follow.
- Ulrich saw a significant growth in attendance figures.

Ken Ciboski entered at 2:40.

Wichita Symphony Orchestra

Steve Peters moved to fund the Wichita Symphony Orchestra for the amount of $100,000. Gwynne Birzer seconded. Motion passed 7 to 4.

- Committee members commented that they appreciate the steps the organization has taken to use and explore new models for programming, fund raising, and earned income.
- Committee members commend the organization for judicious use of endowment funds.

Music Theatre of Wichita

Dan Rouser moved to fund Music Theatre of Wichita in the amount of $80,000. Maaskelah Thomas seconded. Motion passed 7 to 4.

- Committee members believe MTW has set the standard for excellence in the past but stated they thought the FY2012 application, SMART Goals and strategic planning for the future were not strong or compelling.
- Committee recommends the organization look at new models for fundraising, earned income and programming to address declining memberships and attendance.
- Organization needs to rewrite SMART Goals before contracting with the City.

Sedgwick County Zoo

Irene Hart stepped out of the room during discussion and voting due to Conflict of Interest. Donna Perline moved to fund the Sedgwick County Zoo for the amount of $58,000. Donnah Taylor seconded. Motion passed 9 to 1. 1 abstention.

- Committee members feel this is a solid organization with a good strategic plan but stated they felt the SMART Goals in the FY2012 application were not SMART and need to be rewritten before inclusion in the FY2012 Cultural Funding contract.
- Total and paid attendance declined in 2010.

Chamber Music at the Barn

Diane Post moved to fund Chamber Music at the Barn for the amount of $10,000. Ken Ciboski seconded. Motion passed 7 to 4.

- Committee members stated they are concerned that attendance is down.
- Committee members stated they were concerned that earned income is also down.
- The CFC discussed the organization's eligibility due to the change in address. The committee chose to consider their application for FY2012 due to the organization's impact on the Wichita community and the fact they had been previously funded. The committee asked staff to inform them that they would no longer be eligible in the future because they are no longer within the City limits.

Tallgrass Film Festival

Diane Post moved to fund Tallgrass Film Festival for the amount of $22,500. Donnah Taylor seconded. Motion passed 8 to 3.

- Committee is impressed that the organization has grown substantially in the past three years and continues to thrive.
- Attendance figures increased substantially over 2009.
- Committee members feel this is a unique organization to our community.

Museum of World Treasures

Dan Rouser moved to fund Museum of World Treasures for the amount of $35,000. Gwynne Birzer seconded. Motion passed 6 to 5.

- Committee believes the organization needs to rewrite SMART goals before contract is issued.

Kansas Aviation Museum

Irene Hart moved to fund Kansas Aviation Museum for the amount of $45,000. Donnah Taylor seconded. Motion passed 8 to 3.

- Committee commends the director for increasing attendance numbers.
- Committee recommends the organization look at rotation of board members.
- Committee recommends the organization look at board development.

**Please see notes from May 12, 2011 final meeting. Final recommended funding is $42,500.*

MusicTheatre for Young People

Diane Post moved to fund Music Theatre for Young People for the amount of $10,000. Joe Miller seconded. Motion passed 10 to 1.

- Committee commends organization for creating positive energy and momentum as well as strategic plan moving forward.
- Committee recommends the organization work to increase earned and contributed income from other sources.

Wichita Grand Opera

Irene Hart moved to fund Wichita Grand Opera for the amount of $0. Steve Peters seconded. Motion passed 6 to 5.

- Committee stated they are concerned because the organization does not seem to have a good strategic plan moving forward.
- Committee is concerned as membership is down, attendance is down and organization does not seem to have a good plan to address the decline.
- Committee stated they felt the application lacked substance.

**Please see notes from May 12, 2011final meeting. Final recommended funding is $10,000.*

Exploration Place

Diane Post moved to fund Exploration Place for the amount of $45,000. Maaskelah Thomas seconded. Motion passed 6 to 5.

- Commend the organization for partnering with other Group One organizations.
- Concern with funding cuts and how that will affect programs and services.

**Please see notes from May 12, 2011 final meeting. Final recommended funding is $42,500.*

Wichita Children's Theatre and Dance

Steve Peters moved to fund Wichita Children's Theatre and Dance for the amount of $28,435.73. Irene Hart seconded. Motion passed 7 to 4.

Orpheum Performing Arts Center

Dan Rouser moved to fund the Orpheum Performing Arts Center for the amount of $30,000. Diane Post seconded. Motion passed 9 to 2.

- Committee members commend the organization for not extending funds to bring performers to Wichita but are concerned about the decline in attendance.
- Committee members stated they thought the application was weak and did not promote a compelling case for Cultural Funds.

Kansas African American Museum

Gwynne Birzer stepped out of the room during discussion and voting due to a conflict of interest. Diane Post moved to fund Kansas African American Museum for the amount of $25,000. Norm Terry seconded. Motion passed 7 to 3. 1 abstention.

- Committee stated concern over budget since the proposed budget appeared to have $139,000 more in expenses than income.
- Concern over the capital campaign during a time when they are just reorganizing and getting back on their feet.
- Committee commends the organization for diversification of audience and attendance.
- Committee commends the organization for their efforts to collaborate with other organizations.

**Please see notes from May 12, 2011 final meeting. Final recommended funding is $20,000.*

Opera Kansas

Steve Peters moved to fund Opera Kansas for the amount of $0. Joe Miller seconded. Motion passed 7 to 4.

- Committee stated the application was slanted toward education but the organization did not seek outside funding when they lost their grant for this program.
- Committee stated concern over loss of assets and loss of attendance.
- Committee stated concern over lack of strategic planning.

Botanica

Joe Miller stepped out of the room during discussion and voting due to a conflict of interest. Donnah Taylor moved to fund Botanica for the amount of $25,000. Dan Rouser seconded. Motion passed 7 to 3. 1 abstention.

- Committee felt the funds were being used primarily for capital projects and not operational expenses.

Mid-America All-Indian Center

Maaskelah Thomas moved to fund Mid-America All-Indian Center for the amount of $18,000. Dan Rouser seconded. Motion passed 9 to 2.

- Committee commends the organization for increasing attendance.
- Committee would recommend the organization seek greater foundation and corporate support.

Wichita Sedgwick County Historical Museum

Maaskelah Thomas moved to fund Wichita Sedgwick County Historical Museum for the amount of $8,000. Donnah Taylor seconded. Motion passed 7 to 4.

Wichita Art Museum

Gwynne Birzer moved to fund the Wichita Art Museum for the amount of $0. Norm Terry seconded. Motion passed 7 to 4.

- Committee commends the organization for taking the steps to address the Improvement Plan.
- Committee stated the grant application did not clearly designate how funds would be spent.
- Committee state the SMART Goals will need to be rewritten before contracting with the City.

Old Cowtown Museum

Gwynne Birzer moved to fund Old Cowtown Museum for the amount of $25,000. Norm Terry seconded. Motion passed 6 to 5.

- Committee commends the organization for seeking new programming and looking at new ways to raise funds and increase earned income.

May 12, 2011 Final Meeting notes and recommendations to City Council

The CFC met to finalize their recommendations for FY2012 funding for the Mayor and City Council on Thursday, May 12, 2011. Chair Donna Perline called the meeting to order.

Attending the meeting on this date were Steve Peters, Norm Terry, Donna Perline, Diane Post, Ken Ciboski, Joe Miller, Donnah Taylor and Dan Rouser.

Absent were: Maaskelah Thomas, Gwynne Birzer, and Irene Hart.

Funding for Wichita Grand Opera
First order of business was discussion for funding of the Wichita Grand Opera. The organization scored an 87 for their application but received no allocation for funding. While the group agrees they do not want to "formula" fund organizations, they stated that in reviewing the organizations who received similar scores it did not appear equitable that the Wichita Grand Opera not receive funding. **Diane Post moved to fund Wichita Grand Opera in the amount of $10,000 and to reduce the amount of funding from Kansas African American Museum by $5,000, Exploration by $2,500 and Kansas Aviation Museum by $2,500. Ken Ciboski seconded. Motion passed.**

Approval of meeting notes from Deliberations
Donna Perline asked for approval of the meeting notes. **Steve Peters moved to accept the meeting notes as presented. Joe Miller seconded. Motion passed 7 to 0. 1 abstention.**

Agenda Item No. IV- 4

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Celebrate Safe Communities

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve proposed date, name change and partnership for the City's annual community event.

Background: "National Night Out" has been a nationally recognized event for the past 30 years. The name "National Night Out" its logo, date of events and all trademarks and likenesses are owned and controlled by National Association of Town Watch. National Association of Town Watch is a non-profit organization.

The Wichita Police Department has participated in National Night Out for over 15 years. National Night Out is held on the first Tuesday of August. Two issues have been well documented that deter participation in Wichita National Night Out; heat and Election Day. Additionally, concerns over the management of the National Association of Town Watch have arisen. In 2008**,** it was reported by the Minneapolis Star Tribune that the leader of the National Association of Town Watch took in $322,000 in salary and benefits.

Celebrate Safe Cities (CSC) was launched by the National Crime Prevention Council, the National Sheriffs' Association, and the Bureau of Justice Assistance in 2008 and has since reached over 250 sites in 36 states. October is National Crime Prevention Month. CSC encourages communities to hold activities in the month of October.

Analysis: A survey was conducted earlier in 2010**,** regarding National Night Out. The survey went to the City of Wichita Neighborhood Assistants to distribute (electronically), to Wichita Independent Neighborhood and the Wichita/Sedgwick County Citizens Police Academy Alumni Association. Approximately 200 people responded to the survey.

- 83.5 % of those that responded had participated in a National Night Event
- 55% of those who had not participated indicated that hot weather was the reason they had not participated
- 10.2% of those who had not participated indicated that the conflict with election day was the reason they had not participated
- 75.3 % of the respondents stated they were likely to participate in a community event if the date were changed to October
- The top week days for a community event in October were Friday 42.5% and Tuesday 37.7%

A review of the Wichita temperatures for the first Tuesday in August and the first Tuesday in October was conducted. The average high temperature for the August date in the past five years was 101. The average high temperature for the October date was 79.4.

Financial Considerations: None**.** Resources dedicated to the August National Night Out event would be transferred to the October Celebrate Safe Communities event.

Goal Impact: Enhance the Safe and Secure Community by moving the Police Department's annual community wide event to a cooler date with no competition with an election date.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: Hold the first Celebrate Safe Communities event on October 2, 2012.

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Purchase of Patrol Rifles and Supplies for Patrol Rifle Program

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve the purchase of (36) thirty-six fully outfitted Colt Patrol Rifles, ammunition and maintenance supplies to implement a Patrol Rifle Program for the Wichita Police Department.

Background: The Wichita Police Department would like to implement a plan to add carbine rifles to the Department's arsenal of weapons. The increase in violent encounters with suspects who are armed with high powered weapons has caused officers to be placed at additional risks when encountering these weapons. The Department's current arsenal of pistols and shotguns are adequate in many situations, but are not always suitable weapons when officers are facing a suspect at distances beyond twenty yards or with suspects who arm themselves with high powered rifles or assault style rifles. In today's environment of schools, government buildings, arenas, shopping malls and so on, all have long hallways expanses that go well beyond the capabilities of handguns and shotguns. The implementation of a Patrol Rifle Program will give officers the ability to mitigate these threats.

Analysis: The incorporation of patrol rifles has dramatically increased in the Law Enforcement Community over the past decade. Nearly every agency within a 600 to 700 mile radius of Wichita has already implemented or is in the process of implementing a Patrol Rifle Program. The patrol rifle allows officers to have a more effective range of fire if the need arises. The patrol carbine rifle offers accuracy at distances beyond one hundred yards, yet does not over penetrate solid objects with proper ammunition.

Financial Considerations: The cost to purchase (36) thirty-six Colt fully equipped patrol rifles (equipped with night sights, three magazines, tactical light and sling), ammunition to support deployment, training and practice as well as maintenance kits and supplies is $64,300; paid for with American Reinvestment and Recovery Act Justice Assistance Grant funds.

Goal Impact: Provide a Safe and Secure Community by the implementation of the Patrol Rifle Program for the enhanced protection of the citizens of the City of Wichita.

Legal Considerations: If the program is approved by the City Council, the Law Department would review and approve the purchase contract. In addition, the Law Department will assist in modifications to the Wichita Police Department's weapons regulation, its training materials, and it training regimen as needed to reflect the inclusion of the Patrol Rifle Program.

Recommendations/Actions: It is recommended that the City Council approve the purchase of (36) thirty-six Colt Patrol Rifles and the ammunition and supplies needed to train the officers and maintain the weapons.

Attachments: Itemized financial breakdown of the purchase.

Itemized Financial Breakdown for the purchase of 36 Colt fully equipped patrol rifles, ammunition for training and maintenance equipment and supplies.

Item Purchased	Number Purchased	Price per item	Total Cost	Grand Total
Colt LE6944 fully equipped	36	$1,308.00	$47,088.00	
50,000 Rds. Training Ammunition	50 cases	$246.00	$12,300.00	
4,000 Rds. Duty Ammunition	4 cases	$618.00	$2,472.00	
M-4 Armorer Kit	1	$1,300.00	$1,300.00	
Spare Magazines	40	$13.50	$540.00	
Spare Parts Inventory	1	$600.00	$600.00	
				$64,300.00

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Petition to improve the Big Slough South (south of 47th Street South, west of the I-135 Freeway) (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the new petition.

Background: On September 15, 2009, the City Council approved a petition to improve the drainage of Big Slough South at the Kansas Turnpike. Due to current bid prices, the developer has submitted a new petition to increase the project budget. The signature on the petition represents 100% of the improvement district.

Analysis: The improvement will consist of replacing the existing three-cell (10'x8') box culvert with a three-cell (16'x12') box culvert at a lower elevation. This increased capacity will allow proper conveyance of the 1% chance storm event, lower flood elevations and remove approximately 150 homes from the floodplain, upstream of the structure. Recent improvements downstream of this location will accommodate the larger capacity of the new bridge. The project is planned to begin this summer and be completed by year-end.

Financial Considerations: The existing budget totals $1,500,000 with $1,200,000 paid by General Obligation bonds and $300,000 by special assessments. The new petition provides for a budget of $2,000,000, with $1,600,000 paid by General Obligation bonds and $400,000 paid by special assessments. Funding is included in the 2009-2018 Capital Improvement Program.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing drainage improvements for a new commercial development and an existing residential area.

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

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

Attachments: Map, CIP sheet, petition and resolution.

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First Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-141

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 361 (SOUTH OF 47TH ST. SOUTH, WEST OF I-135 FREEWAY) 468-84636 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 361 (SOUTH OF 47TH ST. SOUTH, WEST OF I-135 FREEWAY) 468-84636 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-304 adopted on September 15, 2009 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 361 (south of 47th St. South, west of I-135 Freeway) 468-84636.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Million Dollars ($2,000,000), exclusive of the cost of interest on borrowed money, with 20 percent payable by the improvement district and 80 percent payable by the City of Wichita at large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2011, 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:

Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a

distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning. (To be platted as Lots 1-7, Block 1, Southfork Commercial Addition, Wichita, Sedgwick County, Kansas.)

Said tract contains 50.389 acres, 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:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the afore-described property shall pay 100/100 of the improvement cost.

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 14th day of June, 2011.

_____
CARL BREWER, MAYOR

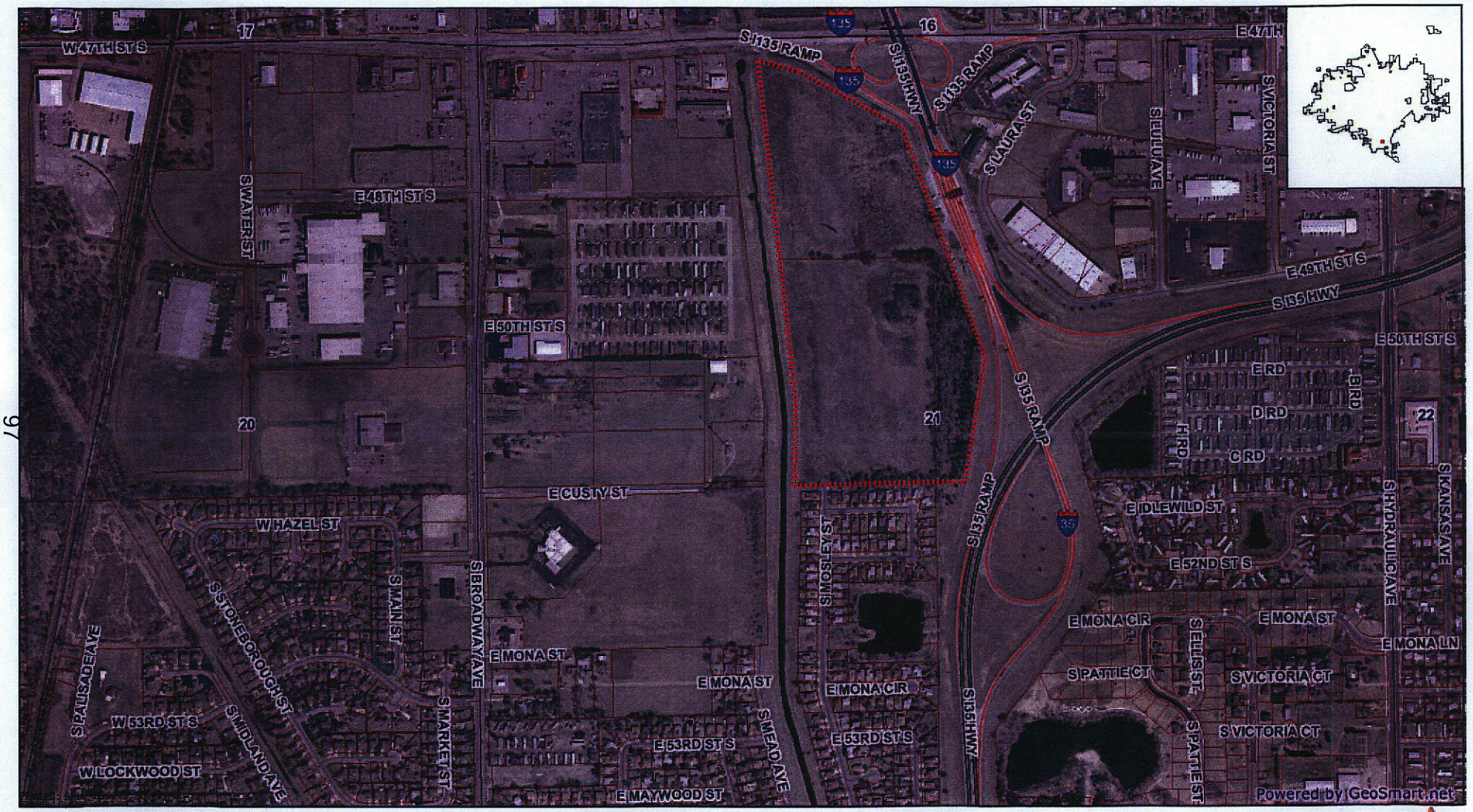
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW



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 and 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.

0 200 400 800ft

RECEIVED
MAY 13 '11
CITY CLERK OFFICE

DRAINAGE PETITION
(Revised 05/06/11)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas.
Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning. (To be platted as Lots 1-7, Block 1, Southfork Commercial Addition, Wichita, Sedgwick County, Kansas.)

SWD 361
468-84636

Said tract contains 50.389 acres, more or less

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

(a) That a contract be authorized for the necessary permitting, design and preparation of construction documents, and the construction of the drainage improvements to the drainage structure on the Big Slough South

under the Kansas Turnpike Authority to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the permitting, design and construction of the foregoing improvements being TWO MILLION DOLLARS ($2,000,000), exclusive of the cost of interest on borrowed money, with 20 percent payable by the improvement district and 80 percent payable by the City of Wichita at large. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design, construction, and permitting of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2011.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

That the afore-described property shall pay 100/100 of the improvement district cost on a per square foot basis.

Where the ownership of Tract is divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner or parcel within such subdivided tract on a per square foot basis.

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

3. That names may not be withdrawn from this petition by the signers thereof after the

Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas. Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning. (To be platted as Lots 1-7, Block 1, Southfork Commercial Addition, Wichita, Sedgwick County, Kansas.) Said tract contains 50.389 acres, more or less		5-12-11

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Name Timothy R. Austin, PE

3940 E. Central
Address Wichita, KS

316-685-4114
Telephone Number

Sworn to and subscribed before me this 13th day of May, 2011.

Deborah Madlock
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

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 & Arch	5/18/2011	Storm Water Drain for area south of 47th St South, west of I-135

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage	$1,600,000	$400,000		$2,000,000
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals	$1,600,000	$400,000		$2,000,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100 % Petition

* Storm Water Utility

SWD 361

468-84636

13. Recommendation: Approve the petition and resolution

Division Head	Department Head	Budget Officer	City Manager
Gary Janz 05-25-11 for JIM ARMOUR	Gary Janz 05-25-11 for JIM ARMOUR	Date	Date

City of Wichita
City Council Meeting
June 14, 2011

TO: Wichita Airport Authority

SUBJECT: Clear Channel Outdoor, Inc.
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the Agreement.

Background: Clear Channel Outdoor, Inc. (Clear Channel) wishes to enter into a Lease Agreement with the Wichita Airport Authority (WAA) to grant the privilege of erecting and maintaining a billboard located at 6809 West Kellogg on Mid-Continent Airport. The parcel of land is adjacent to the frontage road of Kellogg and is located next to a motel parking lot **at the intersection of Airport Road. This is the original entrance to the Airport, and during the time this entrance was used, a large monument sign was present on this site. There are currently two other billboards at Mid-Continent Airport approximately one-half mile southwest of the proposed site at the main north entrance near Kellogg. One is on WAA property, and the other is on former railroad right-of-way.** ~~The firm will not require the use of any WAA equipment or services in order to conduct its business~~. At its meeting on June 6, 2011, the Wichita Airport Advisory Board unanimously recommended approval of this agreement **with Clear Channel to install a new billboard.**

From a policy perspective, in mid-2004, the City Council approved a 4-6 month moratorium on new billboards in the City, primarily in response to some new, legally-permitted billboards in Districts II and V. After five months of review, meetings with industry, and several workshops, the City Council amended the Sign Code in late 2004 to significantly restrict possible locations for new billboards and sizes of billboards in "LC" zoning. The amendments also added new "special review" requirements for billboards located close to residential zoning or uses and allowed case-by-case consideration of billboards in Community Unit Plan Districts. The annual number of new billboard permits submitted and/or approved decreased drastically in the years after the 2004 amendments. Those 2004 amendments passed 6-0.

The Comprehensive Plan includes a section on Community Appearance for certain visual traffic routes/nodes throughout the City, which has apparently been used from time-to-time with respect to off-site signage proposals. In a 2006 amendment to the plan, Kellogg was identified as a corridor for priority enhancements, although that designation was intended for public infrastructure projects.

In the past, the City has generally not promoted or allowed erection of off-site billboards on City property, except as part of land purchase negotiations along Kellogg where existing billboards may have already existed. When the City has sold land, contracts generally include a provision prohibiting erection of off-site billboards on the land.

Analysis: The Agreement will allow Clear Channel to erect a 14' x 48' back-to-back billboard on a parcel that is 3,600 square feet in size. The initial term of the Agreement is fifteen years with three, subsequent five-year option terms, effective on June 1, 2011. Clear Channel is responsible for obtaining

all necessary permits and applications required by governmental entities **prior to proceeding forward with erecting the billboard. Clear Channel has indicated that it believes that this billboard complies with all of the current regulations that apply at this site. In the event permits cannot be obtained prior to erection of the billboard, or at any other time during the term of the agreement, the lease agreement can be terminated with no obligation on the part of the WAA.**

Financial Considerations: An annual fee of $5,000 or ten percent of the gross receipts, whichever is greater, will result in new annual revenue to the WAA. In addition, the Agreement stipulates if the option terms are exercised, the base rent will increase by ten percent for each option term.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements and permits which allow Mid-Continent's business partners to continue their operations, which in turn, generate rental income for the WAA and allows the Airport System to continue its operation on a financially independent and self-sustaining basis.

Legal Considerations: The Agreement has been approved as to form by the Law Department. **A lease agreement is required to allow placement of the sign on public property. A separate process for review and approval of off-site billboard sign permit requests under City Code 24.04.225 would still be necessary before placement were allowed. That process, initiated before the Planning Commission, could cause this matter to be reviewed by the Council on appeal or protest.**

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

CLEARCHANNEL OUTDOOR

CLEAR CHANNEL OUTDOOR, INC. LEASE AGREEMENT

(LEASE # 1048)

1. This Lease Agreement ("Lease") is effective June 1 , 2011 and entered into between WICHITA AIRPORT AUTHORITY ("Landlord"), and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant that portion of the real estate commonly known as 6809 W. Kellogg (MM 211.126 US-54) in the County of Sedgwick in the State of Kansas ("Property") whose legal description is attached as Exhibit A. The Property is leased for the sole purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, with structure dimensions of up to 14'X48' back-to-back faces, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). This Lease includes all necessary rights of ingress and egress over and upon the Property and other Landlord owned property necessary for use in accessing the Property for the purposes set forth in this Lease. Tenant may license the use of the Structures, or any portion thereof, for any lawful outdoor advertising billboard purpose, and under the terms and conditions contained in this Lease.

2. This Lease shall commence on July 1, 2011 ("Commencement Date") and unless terminated as hereinafter provided, shall continue for an Initial Term of fifteen (15) years. In connection with operation and uses of the Structure, Tenant shall comply with all state and local rules, regulation, codes, ordinances and statutes that now or may in the future apply to outdoor advertising.

3. Rent shall commence from the first day of the first month following the "Sign Completion Date" but no later than one hundred eighty (180) days from the "Commencement Date" as follows: **Tenant agrees to pay Landlord annual rent in an amount equal to the greater of: (a) Five Thousand Dollars ($5,000.00) per year, payable in twelve (12) equal monthly installments in advance ("Base Rent"), or (b) ten percent (10%) of the gross receipts received by Tenant for advertising display(s) placed on the Structures during such year ("Percentage Rent")**. The term "Sign Completion Date" shall mean that date upon which the Structure, and all appurtenances thereto, have been erected and the Structure is ready and available for the purpose of displaying illuminated advertising copy. The Percentage Rent, if any, shall be payable to Landlord annually in arrears within 60 days after Lease anniversary. The annual Base Rent shall be increased by 10% in year 10 of the Initial Term and for the duration of the remaining Initial Term, and increased by 10% for each Option Term exercised thereafter. . Notwithstanding anything to the contrary herein, the 180 day provided for hereunder from the Commencement Date may be extended for an additional period not to exceed one hundred eighty (180) calendar days if there are unforeseeable delays and due to no fault of the Tenant and beyond the Tenant's reasonable control (i.e. permit approvals). With thirty (30) days prior notice to the Tenant, the Landlord shall have the right to review and audit the gross sales receipts as they relate directly to the advertising revenue received in connection with the Structure. Notwithstanding anything to the contrary in this Lease, Tenant shall have the right to terminate this Lease at any time prior to the Sign Completion Date, if

Tenant determines in its sole opinion that it is unable to obtain the applicable permits for the construction and operation of the Structure.

4. This Lease shall continue in full force and effect for the Initial Term, and thereafter for subsequent terms (Option Terms) of three (3), five (5) year terms with 10% increases in Base Rent for each Option Term exercised, unless not less than ninety (90) days and no more than 120 days before the end of the Initial Term or last such subsequent successive Option Term Landlord or Tenant gives notice of termination. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and shall remove the Structures at its sole expense within one hundred twenty (120) days following the termination or expiration of this Lease. If, due to no fault of the Tenant and beyond the Tenant's reasonable control, Tenant's Structures are removed, materially damaged or destroyed, or rendered unusable for revenue producing advertising, then all rent payments shall cease until the Structures are rebuilt, provided, however, that if the Structures are not rebuilt within one hundred eighty (180) days, then Landlord may terminate this Lease immediately at its sole option. If the Structures are removed for any reason, at Tenant's sole expense, only the above-ground portions of the Structures need be removed and Tenant shall restore the Premises to a like and comparable condition as existed prior to the Commencement Date within one hundred twenty (120) days. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures during the period of this Lease. All such permits shall remain the property of Tenant. Tenant shall not pursue any zoning application, the purpose of which is to change the zoning classification, of the Property. Tenant shall have no obligation to pursue or to continue to maintain any permit. The Landlord shall have no obligation to pursue any zoning application for variance, modification or change, or maintain any permit associated with the Property or Structures.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within ten (10) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease, remove any or all of the Structures; or (c) reduce the rent to One Hundred Dollars ($100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit the Property or any immediately adjacent property owned or controlled by Landlord to be used for outdoor advertising without providing Tenant a right of first refusal to use such Property, and Tenant shall have sixty (60) days to make its decision.

7. If, in Tenant's reasonable opinion and due to no fault of the Tenant and beyond the Tenant's reasonable control: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) electrical service is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) the Property becomes

unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structures' value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain necessary permits for the erection, use and/or maintenance of the Structures; or (h) the Structures' use is prevented or restricted by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered; or (ii) cancel this Lease. In addition, if Tenant is prevented from illuminating its signs by law, or other cause beyond Tenant's control, the rent shall be reduced by one-third for such period of non-illumination.

8. If the Structures or the Property, or any part thereof, are condemned by proper authorities, Tenant shall have the right to relocate the Structures on the remaining Property, or to terminate this Lease upon not less than thirty (30) days' notice. Tenant shall be entitled to all compensation and other remedies provided by law available from the condemning authority, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests, but shall be entitled to all compensation due it for the taking of its interest in fee, including the value of any tenancy beyond the then-current term of this Lease. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

12. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

13. With the exception of assignment or transfer to a controlling entity, which is under the common control of, or controlled by Tenant, Tenant shall have no right to assign or delegate any of its

rights or duties pursuant to this Lease, without the prior written consent of Landlord. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. The Landlord agrees not to assign this Lease to any other party without Tenant's written consent. Such consent by the Landlord will not be unreasonably withheld or unduly delayed.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. Landlord shall have the right to prevent or cause to be removed any advertising material generally considered to be socially, morally, or ethically objectionable and undesirable, including but not limited to adult entertainment or themed, pro-life or pro-choice material.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease without Landlord's signature, including a limited power of attorney for such purpose. Landlord understands that certain terms of this Lease may be considered by Tenant to be proprietary, and Landlord agrees to make its best effort to maintain confidentiality of the terms and conditions of this agreement to the extent allowed by law. ~~Tenant will prepare a memorandum of this Lease to be used for presentation to Landlord's governing body when seeking its approval of this Lease~~. O. O. 5/31/11

In witness whereof, the parties have signed this agreement on the day and year above written.

Wichita Airport Authority

Carl Brewer, President

Approved as to form:

Gary E. Rebenstorf, City Attorney

Clear Channel Outdoor, Inc.

Orlando Ortiz, President
Wichita Division

Attest:

David Mollhagen, Real Estate Manager

EXHIBIT A
CLEAR CHANNEL OUTDOOR

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
5/18/11	H.G.O.	1" = 60'	1 of 1

D:\Drawings\202-General Airport\Development\PLANNING\Single Parcels\34\Clear Channel Lease.dwg, 8.5x11Portrait Xerox, 5/18/2011 3:41:19 PM

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JUNE 14, 2011

a. Storm Water Drain #369 to serve Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West) (468-84689/751497/485388) Does not affect existing traffic. (District V) - $771,000.00

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Street Closure: Waco, Douglas to First Street (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the street closure.

Background: The renovations to the Broadview Hotel are nearing completion. During the next phase of the project, Drury Southwest will be constructing the overhead walkway (skyway) between the hotel and the parking garage over Waco. The street closure of Waco will begin June 14, 2011 and will extend thru June 28, 2011 while the skyway is being constructed.

Analysis: Drury Southwest is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the closure, traffic on Waco will be detoured using First Street North, McLean, and Douglas.

Financial Consideration: There is no cost to the City.

Goal Impact: This project addresses the Core Area and Neighborhood Goal by providing a safe access route from the hotel to the garage.

Legal Consideration: The City Council has legislative authority under the powers granted in the Kansas Constitution, Art. 12, § 5 to temporarily close a street not a part of a designated federal or state highway system in order to secure the public safety and welfare. A motion is the appropriate format for such action.

Recommendation/Actions: It is recommended that the City Council approve the street closure.

Attachment: Map

LOCATION
Wichita
All-America City
1998
COLWICH
MAIZE
KECHI
PARK CITY
BEL AIRE
53 RD ST NO
45 TH ST NO
37 TH ST NO
29TH STREET NO
21ST ST NO.
13TH ST NO
9th ST
2nd ST
1st ST
31st ST SO
47th ST SO
55th ST SO
63rd ST SO
53rd ST NO
29th ST NO
25th
21ST ST NO
13TH ST NO
151 ST ST WEST
135 TH ST
119th ST W
TYLER
RIDGE
HOOVER
WEST
SHERIDAN
MERIDIAN
ARKANSAS
BROADWAY
ST FRANCIS
HYDRAULIC
GROVE
HILLSIDE
YALE
OLIVER
WOODLAWN
ROCK RD
WEBB RD
GREENWICH
127th ST EAST
CENTRAL
DOUGLAS
MAPLE
TAFT
KELLOGG
McCORMICK
LINCOLN
HARRY
PAWNEE
WASSON
LEWIS
MURDOCK
BLUFF
EDGEMOOR
MT VERNON
GEORGE WASHINGTON BLVD
SOUTHWEST BLVD
ORIENT
SENECA
WICHITA
MID-CONTINENT
AIRPORT
SCHULTE
McARTHUR RD
McARTHUR
OAKLAWN
Mc CONNELL
AIR FORCE BASE

City of Wichita
City Council Meeting
June 14, 2011

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 one series of general obligation temporary notes in the principal amount of approximately $67,355,000 (Series 246) and one series of general obligation bonds (Series 806) in the principal amount of approximately $3,480,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City. The public sale of the bonds and notes is scheduled for 10:00 a.m. C.T. on July 12, 2011, 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 special assessment bonds are being issued on a reimbursement basis to finance project costs previously incurred.

The City's Summer 2011 general obligation bond and note sale includes the following issues:

Temporary Notes
The proceeds from the sale of the Series 246 Renewal and Improvement Temporary Notes will be issued in a principal amount of approximately $67,355,000 and will be used to provide interim financing for City-at-large, improvement district projects and public improvement projects.

Special Assessment Bonds
The Series 806 Bonds will be issued in a principal amount of approximately $3,480,000 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 806 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 their 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 their short term, the awards for the sale of temporary notes are made to the bidder with the lowest net interest cost.

The Series 246 Temporary Notes will mature on August 10, 2012 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or sources. The Series 246 Temporary Notes will be callable February 9, 2012 at par.

The Series 806 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 806 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 806 Special Assessment Bonds will be callable beginning in 2021 at par.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City's debt obligations through competitive sale.

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; and, 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. 11-142

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 July 12, 2011, at 10:00 a.m., Central Daylight Saving 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	806	$3,480,000
General Obligation Renewal and Improvement Temporary Notes	246	$67,355,000

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 Daylight Saving 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 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 June 14, 2011.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4844-6831-2329.1

CITY OF WICHITA, KANSAS
OFFICIAL NOTICE OF SALE

$3,480,000* GENERAL OBLIGATION BONDS, SERIES 806

$67,355,000* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 246

(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) Central Daylight Saving Time, on: **TUESDAY, JULY 12, 2011** (the "Sale Date"), for the purchase of:

$3,480,000* principal amount of General Obligation Bonds, Series 806 (the "Bonds"); and

$67,355,000* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 246 (the "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 Governing Body will thereupon award the Bonds and the Notes to the respective best bidders.

The Bonds and the Notes shall be sold separately, and bidders may bid on the Bonds or the Notes. No oral or auction bid for the Bonds or the Notes shall be considered, and no bid for less than the entire principal amount of the Bonds or the Notes shall be considered.

Description of Bonds

The Bonds. The Bonds shall be issued in the aggregate principal amount of $3,480,000,* shall bear a Dated Date of August 1, 2011, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Bonds shall mature on December 1 in the years and principal amounts as follows:

* Subject to change.

4840-1860-3785.4

Maturing December 1	Principal Amount*	Maturing December 1	Principal Amount*
2012	$165,000	2022	$240,000
2013	175,000	2023	245,000
2014	185,000	2024	255,000
2015	190,000	2025	265,000
2016	195,000	2026	275,000
2017	200,000	2027	40,000
2018	210,000	2028	40,000
2019	220,000	2029	40,000
2020	225,000	2030	40,000
2021	230,000	2031	45,000

The 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 June 1, 2012.

Principal Amounts Subject to Change. The City reserves the right to increase or decrease the total principal amount of the 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 the 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 the Bonds as described. If there is an adjustment in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, any premium bid on the Bonds will be proportionately adjusted. At the request of the City, the successful bidder agrees to resize the Bond issue, 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

The Bonds. The Bonds maturing in the years 2012 through 2020, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Bonds maturing December 1, 2021, and thereafter, may be called for redemption and payment prior to their respective maturities on and after December 1, 2020, in whole or in part at any time. The Bonds called for redemption and payment shall be redeemed at a price of 100% of the principal amount (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 the 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 the 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 the 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 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

The Notes. The Notes shall be issued in the principal amount of $67,355,000,* shall bear a Dated Date of August 11, 2011, and a Maturity Date of August 10, 2012, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or

integral multiples thereof. The 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 the Notes based on net note proceeds received by the City in order to properly size the 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 the Notes as described. If there is an adjustment in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, any premium bid on the 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 February 9, 2012, in whole or in part at anytime. 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 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 Bond Registrar.

Payment of Principal and Interest on Notes; Ownership Registration

One certificate representing the entire principal amount of the 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 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 the 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 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) 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 the Bonds may be less than the interest rate specified for any prior maturity of the 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 the Bonds.* The maximum stated rate of interest on any of the Bonds 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 the 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 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* Electronic Bid Submission System ("*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 prior to 10:00 a.m., Central Daylight Saving Time (the "Submittal Hour") on July 12, 2011 (the "Sale Date"), accompanied by the applicable good faith deposit described below, which may be submitted separately, provided such good faith deposit is received by the City prior to the Submittal Hour on the Sale Date. 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 Bonds (i.e. $69,600), 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 Notes (i.e. $1,347,100). 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. Central Daylight Saving Time 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, emailed (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. Central Daylight Saving Time 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 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 the 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., Central Daylight Saving Time, on the next business day following the award of the 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: 930 a.m. If a wire transfer of the good faith deposit is used, the wire transfer shall reference the 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 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 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 (vi) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Awarding of Bonds and Notes

Bonds. The Bonds will be sold separately and will be awarded to the responsible bidder offering to pay not less than the par amount of the 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 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. The Notes will be sold separately and will be awarded to the responsible bidder offering to pay not less than the par amount of the Notes 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 the 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 the 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 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 the Notes, and such numbers shall be printed on the Bonds and the 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 the Bonds on or about August 11, 2011, by deposit of such Bonds with DTC. Payment for the Bonds shall be received by 12:00 noon, Central Daylight Saving Time, on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the 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 the 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 of the Notes on or about August 11, 2011, by deposit of such Notes with DTC. Payment for the Notes shall be received by 12:00 noon, Central Daylight Saving Time, on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the 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 the 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 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 resolution of the City prescribing the terms of the Bonds and the Notes to enter into an undertaking (the "Undertaking") for the benefit of the holders of the Bonds and the 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 the 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 the Notes shall be authorized by Ordinances to be adopted by the Governing Body. The Bonds and the 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 the 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.

Tax Exemption

Exemption from State Tax. The interest on the Bonds and the Notes is excludable from the computation of Kansas adjusted gross income and the Bonds and the Notes are exempt from the tax imposed by Kansas counties, cities or townships upon the gross earnings derived from money, notes and other evidence of debt.

Exemption from Federal Tax. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds and the Notes is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions described herein assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds and Notes. Failure to comply with such requirements could cause interest on the Bonds or Notes, as applicable, to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds or Notes, as applicable. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds and Notes.

Notwithstanding Bond Counsel's opinion that the interest on the Bonds and Notes is not a specific preference item for purposes of the federal alternative minimum tax, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporations' adjusted current earnings over their alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

Other Federal Tax Consequences. The accrual or receipt of interest on the Bonds or Notes may otherwise affect the federal income tax liability of the owners of the Bonds or Notes. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds or Notes, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds or Notes.

Not Bank-Qualified Obligations. The City has not designated the Bonds or the Notes as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Additional information regarding tax matters with respect to the Bonds and the Notes is included in the Preliminary Official Statement.

Original Purchaser's Certificate

The successful bidder for the Bonds and the Notes will be required to complete, execute and deliver to the City, prior to the delivery of the Bonds or Notes, a certificate regarding the "issue price" of such Bonds (as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The certificate shall state that, as of July 12, 2011 (the sale date), the bidder reasonably expected to offer all of the Bonds or Notes, as applicable, 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 the Bonds or Notes, as applicable, 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 $3,537,184,604. The total outstanding general obligation bonded indebtedness of the City as of August 1, 2011, including the Bonds and the Notes is $769,359,355. The City's Series 242 Notes (outstanding in the principal amount of $47,770,000) will be retired on August 11, 2011, 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 the 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 or Ms. Shawn Henning, Telephone 316/268-4444, E-mail: shenning@wichita.gov). To obtain a Preliminary Official Statement visit www.onlinemuni.com.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON JUNE 14, 2011.

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk
Karen Sublett, City Clerk

Agenda Item No. II-7

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Gypsum Creek Channel Improvements between Armour and Eastern (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the project.

Background: In June 2006, City Council approved the design agreement with HNTB Corporation in the amount of $177,255 for the channel improvements on Gypsum Creek from Rock Road to Eastern Avenue. The design work identified the improvement area needed to be expanded to between Armour and Eastern Avenues. Also approved by City Council with the design agreement was a $1.2 million budget for right-of-way acquisitions. The construction of the project was anticipated in 2009 based on the 2005-2014 Adopted Capital Improvement Program (CIP). The project was removed from the 2007-2016 Adopted CIP for the construction of the Cadillac Lake drainage improvement project. The 2009-2018 Adopted CIP included this project with a proposed construction date of 2016.

Analysis: The project addresses the needed channel improvements and provides additional flood protection to the area. Upon completion, approximately 35 homes, one apartment building and some commercial properties will be removed from the Federal Emergency Management Agency floodplain. The proposed creek improvements between Armour and Eastern Avenues include construction of a low flow channel with grassed overbanks. Constructing this project will lower flood elevations in the area and stabilize the channel bank erosion. No right-of-way was acquired since the improvements could be constructed within the existing public drainage dedications. Construction permits with regulatory agencies will be expiring on or before December 2012. The project's construction is recommended to begin this year to enable all disturbed areas to be stabilized before the regulatory permits expire.

Financial Considerations: The 2009-2018 Adopted CIP included $2.05 million in 2016 for this project. In the 2011-2020 CIP currently under development, $500,000 has been allocated in 2011. Staff recommends initiating $300,000 in additional funds at this time. Coupled with previously approved project funding, this is estimated to be sufficient to fund channel and drainage improvements. The Stormwater Utility has the financial capacity to fund this project within the existing Equivalent Residential Unit rate structure. The total revised project budget proposed is $1.5 million.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving the channel conveyance, reducing flooding issues, and stabilizing banks to improve water quality.

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

Recommendations/Actions: It is recommended that the City Council approve the budget increase, approve the project, adopt the amending resolution and authorize the necessary signatures.

Attachments: CIP Sheet and amending resolution.

660800

Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-143

A RESOLUTION AMENDING RESOLUTION NO. 06-354 AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT THE CHANNEL ALONG GYPSUM CREEK, BETWEEN ARMOUR AND EASTERN AVENUE (468-84178).

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

SECTION 1. SECTION 2 of Resolution No. 06-354 is hereby amended to read as follows:

"SECTION 2. The cost of the above described improvements is estimated to be One Million Five Hundred Thousand Dollars ($1,500,000) exclusive of the 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."

SECTION 2. The original Section 2 of Resolution No. 06-354 is hereby rescinded.

SECTION 3. The City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of June, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council Members

SUBJECT: Wichita Bicycle Master Plan Contract (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: On April 5, 2011, the City Council authorized the initiation of a process to select a consultant team to prepare a bicycle master plan for Wichita. A Request for Qualifications was sent to local, regional, and national vendors. A total of four (4) teams responded. A City of Wichita Staff Screening and Selection Committee (Selection Committee) including three citizens appointed by the City Manager, reviewed and analyzed the written proposals. Based on the review and committee discussion, the Selection Committee selected two (2) teams to interview by telephone based on their experience or local knowledge.

The two (2) teams interviewed by the Selection Committee were Toole Design Team and TranSystems. Each of the teams made a presentation to the Selection Committee over the phone, accompanied by a webinar or PowerPoint. During and following the presentations, the Selection Committee asked questions of the two teams. After the conclusion of the interviews, the Selection Committee discussed the merits of each proposal and then voted individually. After thorough consideration, the Selection Committee recommended the team led by the Toole Design Group to develop the Wichita Bicycle Master Plan.

Analysis: The strengths of the Toole Design Group team that led to the recommendation by the Selection Committee are:

- Impressive experience developing bicycle plans for numerous cities and communities throughout the U.S.
- Proven track record of implementation success in the communities where the Toole Group has assisted with the creation of a bicycle plan
- Extensive knowledge of engineering principles and roadway designs

Toole Design Group is a transportation planning and design firm with a staff of 30 planners, engineers, landscape architects, and GIS specialists. The firm has offices in Boston, Massachusetts; Washington, D.C.; and Seattle, Washington. The Toole Design Group has assisted with the development of bicycle plans for more than 20 cities including Philadelphia, Pennsylvania; Seattle, Washington; and Denver, Colorado. The team assembled by Toole Design Group and their roles in the development of the plan are:

- Toole Design Group – project lead
- SRF Consultants Inc.- field data collection and policy review
- Streetspace Collaborative – Better Block project

Financial Considerations: The cost of the contract with the Toole Design Team to develop the Wichita Bicycle Master Plan is $194,849 (detailed in the attached Contract for Professional Services). Staff recommends that the City of Wichita fund the contract using Federal EECBG funds, available as a result of savings from the development of the McAdams Path.

Goal Impact: The creation of a Wichita Bicycle Master Plan enhances the goals of creating a Safe and Secure Community, Promoting Economic Vitality and Affordable Living, Ensuring Efficient Infrastructure, Enhancing the Quality of Life, and Supporting a Dynamic Core Area.

Legal Considerations: The Contract for Professional Services between the City of Wichita and Toole Design Group for the preparation of the Wichita Bicycle Master Plan has been reviewed and approved as to form by the Law Department and has been signed by Jennifer Toole.

Recommendation/Actions: Approve the contract for professional services with Toole Design Group for the preparation of Wichita Bicycle Master Plan, and authorize the necessary signatures.

Attachments: Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES
Wichita Bicycle Master Plan

THIS AGREEMENT, made and entered into this 14th day of June, 2011,

BY AND BETWEEN THE CITY OF WICHITA, KANSAS, A Municipal Corporation, hereinafter referred to as "**CITY**"

AND Toole Design Group, LLC hereinafter referred to as "**CONSULTANT**"

WHEREAS, the **CITY** desires to obtain professional services to prepare the Wichita Bicycle Master Plan, hereinafter referred to as the "**PROJECT**", and

WHEREAS, the **CITY** is authorized by law to employ professional services to prepare specialized studies related to planning, transportation, and related disciplines and

WHEREAS, the **CONSULTANT** has submitted a proposal in response to the **CITY'S** Request for Proposal No. FP130028, dated April 27, 2011 (see **Exhibit "A"**), offering to provide professional services to the **CITY** to complete the **PROJECT**, and has been interviewed among other firms, by the **CITY** Staff Screening and Selections Committee, and:

WHEREAS the **CONSULTANT** has demonstrated the knowledge and experience to undertake the **PROJECT** on behalf of the **CITY,**

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

I. PURPOSE:

The **CITY** employs the **CONSULTANT** and he agrees to undertake the **PROJECT** as hereinafter set forth.

II. SCOPE OF SERVICES:

The **CONSULTANT** shall provide the services as set out in **Exhibit "B"**, a copy of which is attached hereto and which is incorporated herein by reference. The **CONSULTANT'S** services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

III. THE CONSULTANT AGREES

A. To provide the various technical and professional services to perform the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**), REQUEST FOR PROPOSAL NO. FP130028 (**Exhibit "A"**), and SCHEDULE OF PAYMENTS (**Exhibit "D"**).

B. To attend meetings with the **CITY** and other individuals and agencies as specified in **Exhibit's "A", "B", "C", and "D".**

C. To make available during regular office hours within a reasonable amount of time from the initial request, all work such as the **CITY** may wish to examine periodically during performance of this Agreement.

D. To save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions or negligent acts of the **CONSULTANT**, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the **CONSULTANT** and, where relevant to method of payment, to make such material available to the **CITY** within a reasonable amount of time from the initial request.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **CITY'S** Affirmative Action Program as set forth in **Exhibit "C"** which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V Payment Provisions, and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**).

H. To complete the services to be performed by the **CONSULTANT** for the **PROJECT** in accordance with Article VI, Time of Completion; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **CITY** or other agencies, or for other unavoidable delays beyond the control of the **CONSULTANT**, provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. The **CONSULTANT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **CONSULTANT**, its agents, employees and subconsultants, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions to the extent that is possible based on the accuracy of the data or information obtained from the CITY or other agencies.

J. The **CONSULTANT** shall procure and maintain such professional liability insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, employees and subconsultants in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $100,000.00 per claim and annual aggregate.

In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall be not less than: Worker's Compensation - Statutory Employer's Liability $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the **CONSULTANT** that shall be written in a comprehensive form and shall protect the **CONSULTANT** against all claims arising from injuries to persons (other than the **CONSULTANT'S** employees) or damage to property of the **CITY** or others arising out of any negligent act or omission of the **CONSULTANT**, its agents, officers, employees or subconsultants in the performance of the professional services under this Agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage and shall name the **CITY** as additional insured. Satisfactory Certificates of Insurance shall be filed with the **CITY** before the time the **CONSULTANT** starts any work under this Agreement.

K. To request, in writing no less than 30 days in advance, any change of key staff assigned to the **PROJECT** as designated in the SCOPE OF SERVICES (**Exhibit "B"**). Such request shall include the name(s) and contact information for the specific staff member(s) proposed to be assigned to the **PROJECT**, their proposed role in the **PROJECT**, and a detailed resume listing their individual work experience in this role on similar projects. The **CITY** reserves the right not to approve requested changes of staff assigned to the project, to negotiate with the **CONSULTANT** for changes suitable to the **CITY** to ensure equal performance the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**) and REQUEST FOR PROPOSAL NO. FP130028 (**Exhibit "A"**), or to terminate this contract pursuant to Article VII.

L. The **CONSULTANT'S** designated Project Manager shall coordinate all aspects of this **PROJECT** through the **CITY** Project Manager. Any requests from other individuals or agencies, which would affect the **CONSULTANT'S** time or expense relative to this **PROJECT**, shall be approved by the **CITY** Project Manager.

IV. THE CITY AGREES:

A. To furnish all available data pertaining to the **PROJECT** now in the **CITY'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**. The **CONSULTANT** shall be entitled to rely on the accuracy and completeness of the information provided by the **CITY**.

B. To provide standards as required for the **PROJECT**.

C. To pay the **CONSULTANT** for services and reimbursable expenses (direct expenses) in accordance with the requirements of this Agreement.

D. To provide the right-of-entry where applicable, for **CONSULTANT'S** personnel in performing field surveys and observations.

E. To advise the **CONSULTANT**, in writing, of the person designated as the Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **CITY** shall also advise the **CONSULTANT** of any changes in the person designated Project Manager.

F. To examine all studies, reports, sketches, drawings, specifications, proposals, work and other documents presented by the **CONSULTANT** in a timely fashion.

G. To save and hold the **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions, or negligent acts of the **CITY**, its agents, servants, employees, or contractors other than the **CONSULTANT** occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The **CITY** agrees to pay the **CONSULTANT** for services rendered under this Agreement and as specifically detailed in **Exhibit "B"**, a fee established as follows:

A. For the **PROJECT** and other related items including those items identified in SCOPE OF SERVICES (**Exhibit "B")**, an amount not to exceed $194,849, which shall constitute complete compensation for the services, including consultant's reimbursable expenses (direct expenses). This fee shall be invoiced by tasks completed as outlined in SCHEDULE OF PAYMENTS (**Exhibit "D"**). Invoices shall provide a detailed description of services provided sufficient for the **CITY** to determine that satisfactory performance of services has been completed by the **CONSULTANT**. Reimbursable expenses (direct expenses) shall be itemized, including suitable backup documentation, and identify the task(s) to which they are associated. The **CITY** reserves the right to

request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the **CONSULTANT.** The **CITY**, with the concurrence of **CONSULTANT** in writing, may from time to time reassign the sums allocated for fees to each component in SCHEDULE OF PAYMENTS (**Exhibit "D"**), provided that the total shall not exceed the total amount of fees as set forth in this paragraph.

B. Payments are payable to the **CONSULTANT** within thirty (30) days from the date of receipt of invoice unless the **CITY** informs the **CONSULTANT,** in writing**,** that the services described on the **CONSULTANT'S** invoice were not completed in a satisfactory manner. If any invoice for services the **CITY** is outstanding for more than forty-five (45) days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **CITY** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **CONSULTANT** under this Agreement are contingent upon payment of fees by the **CITY**. The **CITY** shall reimburse the **CONSULTANT** for all costs incurred in the collection of unpaid **CITY** accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **CITY,** the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
   1. **CONSULTANT** or witness for the **CITY** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
   2. Additional professional services not covered by the scope of this Agreement.
   3. A major change in the SCOPE OF SERVICES for the **PROJECT**.

D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **CITY** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

E. If services are rendered by the **CONSULTANT** for the **PROJECT** but the **CITY** elects not to complete the **PROJECT**, the **CONSULTANT** shall be compensated, in proportion to the services rendered, at an amount as stated in Paragraph A above multiplied by the percentage completion of each task as outlined in **Exhibit "D"**.

VI. TIME OF COMPLETION:

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

A. Performance of all duties and tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B")**, 14 calendar months from the date of approval of the Contract subject to the availability of the **CITY** and staff.

B. The **CITY** agrees to cooperate with the **CONSULTANT** in considering work submitted and to make necessary decisions promptly to facilitate completion of the **PROJECT** in the

stipulated time, and the **CITY** agrees to furnish promptly to the **CONSULTANT** upon written request any approvals and instructions required to be given by the **CITY** to the **CONSULTANT** under the terms of this Agreement.

VII. THE PARTIES HERETO MUTUALLY AGREE:

A. Provided the **CONSULTANT** has been paid in full for services rendered, all work pertaining to the **PROJECT** shall become the property of the **CITY** upon completion or termination of the **CONSULTANT'S** services in accordance with this Agreement; and there shall be no restriction or limitation on their further use, reuse or alteration by the **CITY**. Provided, however, that the **CITY** shall hold the **CONSULTANT** harmless from any and all claims, damages or causes of action which arise out of such further use without the participation of the **CONSULTANT**. The **CONSULTANT** reserves the right to utilize all work pertaining to the **PROJECT** for marketing purposes and for continued use of stock materials not uniquely and specifically attributable to the **PROJECT**.

B. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **CITY**. The **CITY** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.

C. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

D. Excepting the **PROJECT** fee amount stipulated in Article V Payment Provisions, changes in **PROJECT** services, deliverables and timelines may be made, if mutually agreed upon in writing by the **CITY** and the **CONSULTANT**.

E. That the right is reserved to the **CITY** to terminate this Agreement, upon written notice, in the event the **PROJECT** is to be abandoned or indefinitely postponed, or because of the **CONSULTANT'S** inability to proceed with the work, or because the services of the **CONSULTANT** are unsatisfactory; PROVIDED, however, that in any case the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of Article V(E). Payment Provisions.

F. Neither the **CITY'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **CONSULTANT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

G. The rights and remedies of the **CITY** provided for under this Agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member

thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

I. Unless otherwise stipulated in this Agreement, all subconsultants retained to assist the **CONSULTANT** in performing his duties will be paid by the **CONSULTANT**.

J. The **CONSULTANT** agrees to employ the subconsultants designated in the SCOPE OF SERVICES (**Exhibit "B"**) to provide the services required to complete the **PROJECT**, and to pay the fees in the **CONSULTANT** contracts to pay these subconsultants for such services. These fees are not reimbursable expenses (direct expenses). In the event that the **CONSULTANT** chooses to employ a subconsultant not identified in (**Exhibit "B"**), the **CONSULTANT** will advise the **CITY** in writing of its alternative subconsultant. The **CITY** reserves the right to not accept the alternative subconsultant, to negotiate the terms of this Contract to ensure equal performance, or to terminate this Contract.

K. Special consultants are those who provide services other than those provided by the **CONSULTANT** or its subconsultants. If it is requested that any special consultants be retained on the **CITY'S** behalf, their charges will be paid separately and directly by the **CITY**. Invoicing and payment shall be arranged separately between the **CITY** and the special consultants.

L. If a firm or firms are separately engaged by the **CITY** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and any subsequent agreement related to this Agreement be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the **CONSULTANT** and its agents, officers, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in the **PROJECT** area, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **CONSULTANT** or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **CONSULTANT'S** services, the **CONSULTANT** may, at its option and without liability for consequential or any other damages, suspend performance of service on the **PROJECT** until the **CITY** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

O. The relationship of the **CONSULTANT** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONSULTANT** shall be considered an employee of the **CITY**.

P. 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.) or the Kansas Budget law (K.S.A. 79-2925). 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.

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

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

Toole Design Group, LLC

by_____
Jennifer Toole, Principal in Charge

Exhibit A

REQUEST FOR PROPOSAL

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL
Wichita Bicycle Master Plan

INTRODUCTION

Overview

The City of Wichita, Kansas (City) is soliciting proposals from qualified companies to provide professional services and work associated with preparing and completing a City of Wichita Bicycle Master Plan (Plan). The Plan will serve as a guide for the City of Wichita, identifying future goals and prioritized actions to achieve them.

Budget

The budget for this project will not exceed $195,000. The project is funded by the American Recovery and Reinvestment Act (ARRA), Energy Efficiency Community Block Grant (EECBG).

Community Needs

Multiple citizen surveys have shown a desire for bicycle infrastructure improvements. The most recent is the 2010 National Citizen Survey (still in draft form), which compares the satisfaction of Wichita residents to the satisfaction of citizens in other similar cities. The 2010 edition reports that the satisfaction of Wichita residents with the ease of bicycle travel in the city is "much below" the satisfaction of residents in comparable cities. Wichita ranked 21 out of 29 comparable cities for the ease of bicycle travel. It was one of the three least positive ratings by the citizens of Wichita.

In preparation for the Bicycle Master Plan initiative, a working group of City staff and community stakeholders identified the following questions as important Wichita bicycle planning issues.

- Do bicycles belong on streets with automobiles or off the roadways?
- How can the safety of cyclists in Wichita be improved?
- How should bicycle transportation infrastructure be designed?
- What are the guiding principles that help determine when bicycle facilities are appropriate?
- Where should bicycle travel infrastructure be provided, and what type should it be?
- What are the top priority bicycle travel infrastructure needs?
- What are the top priority non-infrastructure needs?
- Are policy changes needed, and how should they be addressed?
- Do the proposed facilities address primarily recreational or transportation needs?
- How can existing facilities be combined to create a seamless network of bicycle travel options?

- Should currently planned bicycle facilities continue to be recommended?
- How will regional bicycle travel infrastructure continue through Wichita?
- How should bicycle infrastructure be maintained?
- What metrics do we use to measure success?
- How will the recommendations (infrastructure and non-infrastructure) be implemented?

Community Context

Overview

The City of Wichita, located in south central Kansas, has a 2010 population of 382,368 residents per the US Census and currently encompasses nearly 163 square miles.

Bicycle Facilities

- 54 miles of existing bike paths within the City
- 9 miles of existing bike lanes within the City
- 220 miles of additional bicycle facilities recommended in adopted or endorsed City plans

Related Planning Efforts

Many City plans recommend bicycle related improvements. Below is a short listing of some of these plans. Links to these documents and others are provided on the project website.

Title	Year	Organization
Wichita Parks, Recreation, and Open Space Plan www.wichitaprosplan.org	2008	City of Wichita
Project Downtown: Downtown Master Plan http://wichita.gov/CityOffices/Planning/AP/NR/Downtown/	2010	City of Wichita
Wichita Area Metropolitan Planning Organization Pathways Plan http://www.wampoks.org/IconMenu/Pathways.htm	2007	WAMPO
Metropolitan Transportation Plan 2035 http://www.wampoks.org/Publications/Metropolitan+Transportation+Plan+2035.htm	2010	WAMPO
Parks and Pathways Plan http://www.wichita.gov/CityOffices/Planning/AP/Comprehensive/ParkPlans.htm	1996	Sedgwick County

Wichita-Sedgwick County Comprehensive Plan http://wichita.gov/CityOffices/Planning/AP/Comprehensive/	2005	Wichita and Sedgwick County

Project Website
Information related to the bicycle master plan initiative is available on the project website (link below). The information includes a map of existing and planned facilities; and links to previous planning efforts.
http://www.wichita.gov/CityOffices/Planning/AP/Comprehensive/BikeMstrPlan.htm

OBJECTIVES AND SCOPE OF SERVICES

Objective
The City of Wichita, Kansas (City) is soliciting proposals from qualified companies to provide professional services and work associated with preparing and completing a City of Wichita Bicycle Master Plan (Plan). The Plan will help to address the community needs as a policy guide for the City of Wichita, identifying future goals and prioritized implementation actions to achieve them.

Boundaries
The Plan boundaries will encompass the City of Wichita and the Wichita 2030 Urban Growth Area as identified in the Wichita and Small Cities 2030 Urban Growth Areas map, an element of the Wichita-Sedgwick County Comprehensive Plan. A link to the Comprehensive Plan is provided both on the project website and in the table of related planning documents listed above.

Timeframe
The work sought must be completed by September 20, 2012. This deadline is based on requirements associated with the use of the EECBG funding.

Scope of Services
This consultant will deliver the following products to the City.

- Weekly status reports to the City, with progress tied to key milestones and budget use
- Final draft of the Wichita Bicycle Master Plan as an element of the Wichita-Sedgwick County Comprehensive Plan approved by the Plan Steering Committee
- One (1) PDF format copy of the Wichita Bicycle Master Plan
- One (1) Microsoft Word format (or equivalent) copy of the Wichita Bicycle Master Plan
- One (1) ESRI ArcGIS geodatase (or equivalent) with the location of all the bicycle infrastructure recommended in the Plan document

City Provided Information
The City will make the following information available to this consultant, at their request.

- parcel boundaries
- park boundaries
- existing bicycle routes, trails, lanes, and path locations
- planned bicycle routes, trails, lanes, and path locations
- demographics
- existing land use
- zoning
- sidewalk locations (partial inventory)
- bike rack locations (partial inventory)
- street and highway locations
- roadway conditions
- bike path conditions (partial inventory)

Much of the aforementioned data layers will be made available to the consultant in digital format using the City/County GIS system, Microsoft Excel files, or Microsoft Access databases. The consulting firm selected is expected, on their own efforts, to obtain any other needed information.

City Provided Services
The City can provide the following services during the planning process.

- Email distribution system – The City has a system which allows people to register with the City of Wichita and receive email updates on the planning process, Council meetings, and other City events.
- Project webpage – The City can create and host a project webpage.

PROPOSAL EVALUATION AND SELECTION PROCESS

Selection Criteria
Final selection will be made following review and ranking of proposals received by representatives of the City's Screening and Selection Committee. The City reserves the right to interview only those consultants whose qualifications best match the project scope as determined by the Screening and Selection Committee. The City's objective is to select the firm best qualified to undertake the tasks identified. Proposals will be evaluated on the basis of the criteria presented on the following page.

The City reserves the right to reject all proposals. All submissions, including supporting documentation shall become the property of the City of Wichita. All costs incurred in the preparation of this proposal shall be the responsibility of the firm or consultant making the proposal. The City encourages minority participation in this project. Preference will be given to local consultants when all other considerations are equal.

Criteria	Description
Planning process	Does the planning process follow a logical progression to arrive at a plan document? Will it deliver useful results?
Resources	Does the firm have sufficient resources to complete the project as proposed?
Experience and qualifications	Does the firm have the experience and qualifications necessary for a good process and product?
Work schedule	Is the schedule reasonable and adequate?
Total value of services	How do the proposed services compare to other proposals?
Public involvement	Will the public involvement methods engage the community in a meaningful way, and will citizens be able to follow the process? Are they asking the correct questions and reaching the correct audience? How will the unusual voices be engaged? Is it useful information?
Understanding of context and community needs	Does the firm have a good understanding of the planning context and the community needs?
Past performances	What were results and experiences working with this firm, or subcontractor, in the past? Did the plans the developed get implemented?

INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidance governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services.

All proposals must address the following items in the order listed below and shall be numbered 1 through 10 in the proposal document.

Chapter 1 – Project Contacts

This chapter shall list the principal responsible for the project, the firm's project manager, key contacts, and how to communicate with them. Limit this chapter to a total of one (1) page.

Chapter 2 – Work Plan

This chapter shall describe the proposed methodology for development of the Plan and the proposed tasks to accomplish it. This chapter will also describe the type of assistance that will be sought from City staff. Limit this chapter to a total of five (5) pages.

Chapter 3 – Public and Staff Participation

This chapter shall describe the proposed methodology for public and staff participation in the planning process. Identify who will be consulted, how they will be consulted, and what will be done with the information. Limit this chapter to a total of four (4) pages.

Chapter 4 -Project Timeline

This chapter shall identify the proposed sequence and timing of tasks. Limit this chapter to total of one (1) page.

Chapter 5 - Project Staffing and Costs

This chapter shall identify which staff will be assigned to the various tasks. It will also identify the costs to accomplish each task, including an estimated total project fee and/or hourly fees for services. Limit this chapter to a total of two (2) pages.

Chapter 6 – Project Staff

This chapter shall identify the name, title, and qualifications of the key personnel assigned to this project. Limit this chapter to a total of five (5) pages.

Chapter 7 – Profile on the Proposing Firm(s)

This chapter shall include a brief description of the firm, consultants, and subcontractors that will be used on the project. It will include the address, telephone number(s), contact person, and year of establishment for the firm. Limit this chapter to three (3) pages.

Chapter 8 – Relevant Experience

This chapter shall include a description of experience with relevant projects. Limit this chapter to three (3) pages.

Chapter 9 – References

This chapter shall identify at least three professional references, including addresses and telephone contact information. The references shall be limited to similar projects that have been completed within the last three (3) years. Limit this chapter to a total of one (1) page.

Chapter 10 – Conflicts of Interests

This chapter shall be utilized by the firm to disclose any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Wichita City Council or City staff.

ADMINISTRTATIVE INFORMATION

Pre-proposal Conference

No pre-proposal conference is scheduled for this RFP.

Interviews

In order to save money and time, vendor interviews will be conducted over the telephone and not in person.

Project Management

The Wichita-Sedgwick County Metropolitan Area Planning Department will manage the project.

Project Contact

All inquiries relating to this RFP must be put in writing and received by the City no later than 4:00 p.m., Wednesday, April 20, 2011. The responses from the City will be posted on the project website. Correspondences shall be address to the following contact person.

Scott Wadle, Senior Planner, Advanced Plans Division
Wichita-Sedgwick County Metropolitan Area Planning Department
10th Floor, City Hall
455 N. Main Street
Wichita, KS 67202
F (316)268-4390
swadle@wichita.gov

Contract Schedule (Subject to Change)

RFP questions deadline	April 20, 2011
RFP submission deadline	April 27, 2011
Staff screening meeting	April 28th – May 4, 2011
Consultant interviews and selection committee decision	May 12, 2011
City Council approval of contract	June 14, 2011

Contract Review

Following the selection of a preferred consultant, the Plan Project Manager will review the project objective, scope of work, and schedule with the consultant. Such discussion(s) will also address project coordination and responsibilities of the project team. This activity provides for the development of an organizational framework for the project so that the results are responsive and accountable to all stakeholders.

Additional project tasks and funding may be requested during contract negotiations. The City reserves the right to negotiate the final fees and the proposed scope of work.

SUBCONTRACTING/JOINT VENTURES

Vendors are encouraged to consider subcontracting portions of the contract to disadvantaged and emerging businesses and women-owned businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

DISADVANTAGED AND EMERGING BUSINESS PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all bidders to include disadvantaged and emerging business participation in their proposals. Therefore, each vendor shall specifically identify the participation of disadvantaged and emerging contractors and subcontractors in the work to be performed by the vendor and shall list such disadvantaged and emerging contractors or subcontractors by name and shall show the dollar amount of work to be done by each in the proposal.

GRANT REQURIEMENTS

The project is funded by the American Recovery and Reinvestment Act (ARRA), Energy Efficiency Community Block Grant (EECBG). The selected vendor must comply with guidance as stipulated in the Office of Management and Budget *Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009.* A web link to this document is provided below.
http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_fy2009/m09-21.pdf

PROPOSAL SUBMISSION

1. All proposals and information submitted shall become the property of the City.
2. The City reserves the right to issue supplemental information or guidelines relating to the RFP during the proposal preparation period, or to make modifications to the RFP.
3. The City also reserves the right to modify the Objectives and Scope of Services during negotiation of the contract.
4. All proposals shall be considered firm offers for a period of up to three (3) months following the due date.
5. Once submitted, proposals (including the selected consulting staff to work on the project) may not be changed without prior written consent of the City.
6. The consultant shall submit twelve (12) copies of the proposal by 5:00 P.M., Wednesday, April 27, 2011 to:

Melinda A. Walker
Purchasing Manager
12th Floor, City Hall
455 N. Main Street
Wichita, Kansas 67202 (316) 268-4636

Exhibit B

SCOPE OF SERVICES

In addition to the attached scope of services, the **CITY** and **CONSULTANT** agree that the **CONSULTANT** will provide the **CITY** with the following items listed below.

- Two (2) press releases to announce the public open house events

C. 14 Facebook posts to share with the public about the Bicycle Master Plan process

The **CONSULTANT** will employ the subcontractors identified in their response attached hereto as the SCOPE OF SERVICES; it is understood that the Streetscape Collaborative, 408 West Eight Street, Suite 103, Dallas, Texas 75208 is now known as Team Better Block, LLC, 2136 Leander Drive, Dallas, Texas 75211.

ToolleDesignGroup

WICHITA

BICYCLE MASTER PLAN

PROPOSAL TO THE CITY OF WICHITA, KS

APRIL 27, 2011

TooleDesignGroup
OSTON MA • WASHINGTON DC • SEATTLE WA

6525 Belcrest Road
Suite 400
Hyattsville, MD 20782
301.927.1900
301.927.2800 fax

Mr. Scott Wadle, Senior Planner, Advanced Plans Division
Wichita-Sedgwick County Metropolitan Area Planning Department
10th Floor, City Hall, 455 N. Main Street
Wichita, KS 67202

April 26, 2011

RE: Wichita Bicycle Master Plan

Dear Mr. Wadle and Members of the Selection Committee:

Toole Design Group, LLC is pleased to submit our proposed scope for work, schedule and budget for the *Wichita Bicycle Master Plan.* We have reviewed your request for proposals and have crafted an approach specifically crafted to meet Wichita's needs for this important project.

Our project manager for this project will be Peter Lagerwey. Peter has an outstanding reputation for his work on bicycling issues, and is the author of *Creating a Roadmap for Producing and Implementing a Bicycle Master Plan* – a resource that has been used widely throughout the U.S. Peter is a hands-on project manager and a skilled public outreach expert.

Toole Design Group (TDG) produces successful bicycle master plans that are tailored to the unique characteristics of each and every community we work in. We have a national reputation for high quality work – we have prepared bicycle and pedestrian master plans for over half of the top twenty largest urban areas in the U.S., as well as hundreds of small to mid-size communities. We have built a solid reputation for delivering implementation plans that move bicycle and pedestrian projects forward – often even before our plans are officially adopted. Furthermore, we help our clients build the level of community and agency support these plans need in order to ultimately be successful.

We are particularly excited about the opportunity to work in Wichita - a vibrant, multi-cultural community that ranks high in livability and quality of life. Wichita is a community of neighborhoods. It is a destination place with numerous events each year which attract visitors from across the region. Within Wichita, event venues and destinations are spread across the city, whether it is the zoo on the west side, Wichita State University to the north, and the INTRUST Arena and Lawrence-Dumont Stadium in the center. Numerous parks are located throughout the City. The City has developed an excellent network of off-street trails over the years; however few on-street dedicated bike lanes are in place today.

In addition, bicycling is gaining traction statewide in Kansas. With the Governor's recent signing of a three-foot passing law, bicycle issues are in the forefront of current events. This is an ideal time to prepare a bicycle master plan.

We view several recent projects as important references for the bicycle master plan: the Project Downtown Master Plan was completed in September 2010 and is a key guide moving forward. In

addition, the Regional Pathway System Plan (published September 2007) is another valuable resource that will help to inform the development of the bicycle master plan.

For the Bicycle Master Plan, Toole Design Group proposes an action-based approach that will help Wichita become more bicycle-friendly and will lead to immediate results. Our proposal includes the implementation of a Better Block project – a dynamic and interactive public outreach component that will enable the City to test a real-life implementation of a bikeway project. The purpose of the Better Block is not only to study the integration of a new bikeway on an existing street, but also to measure the economic and social benefits of bikeway implementation.

Toole Design Group is pleased to include two additional team members to round out our expertise:

SRF Consultants, Inc. – Toole Design Group is excited to once again team with SRF Consultants. SRF will assist with field data collection and policy review for the Wichita Bicycle Master Plan. Staff from SRF are keenly familiar with transportation issues in Wichita: Matt Volz has worked extensively in the City providing construction support for the installation of a city wide Intelligent Transportation System that will be completed this year. He has worked with the City of Wichita and Sedgwick County for the past 13 years on various projects and is intimately familiar with the local conditions and priorities.

Streetspace Collaborative – Jason Roberts and Andrew Howard of Streetspace Collaborative will play a pivotal role in the development of the Wichita Better Block project, as a part of the bicycle master plan. Jason and Andrew pioneered the first highly successful Better Block in Dallas, TX, and have since advised communities throughout the U.S. on implementing similar events. Toole Design Group is currently working with Streetspace Collaborative on the Dallas, TX Complete Streets Plan, which includes three Better Block demonstration projects. More information on this innovative public outreach effort is contained in Chapter 4 of our proposal.

The TDG team has a long history of meeting project objectives on time and on budget. We are proud of our reputation for excellence in the field of pedestrian and bicycle planning, and encourage the selection committee to contact our current and former clients to inquire about our work. We are committed to meeting your time schedule and will commit our staff and resources throughout the duration of this project. We are eager to begin work on this exciting and timely endeavor. Thank you for your consideration of our team.

Sincerely,

Jennifer Toole, AICP ASLA
President
Toole Design Group

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1 PROJECT CONTACTS

?ROJECT MANAGEMENT AND KEY PERSONNEL

[he Toole Design Group Team project manager, **?eter Lagerwey,** has 20 years of experience taking ›rojects through their entire evolution from initial ›lanning to final design and construction. He has ı thorough grasp of what is required of various lisciplines at all project stages, and his public sector ›ackground provides him with unique insight into he opportunities and challenges of navigating ;overnmental agencies at all levels.

:he project and all deliverables will be overseen and eviewed by firm principal, **Jennifer Toole, ASLA, AICP.** -ler experiences as project manager and key consultant on nany bicycle master plans provide invaluable technical ıssistance. Jennifer will be in regular contact with Peter hroughout the planning process.

RJ Eldridge will serve as Project Director. RJ has xtensive bicycle master planning experience. His ›ackground in land-use and transportation policies nd standards, combined with his experience as an lected official will be invaluable in crafting a plan hat is tailored to the priorities and opportunities or bicycling in Wichita. RJ will assist with overall oordination of the project team as well as leading the ›olicy analysis and recommendations components of he project.

ıill Schultheiss, PE will be the Lead Engineer on this ıroject. Bill is a recognized national expert in bicycle ıcility design. He currently serves as a member of ıe Bicycle Subcommittee of the National Committee n Uniform Traffic Control Devices and has advised ıultiple state DOTs on bicycle issues.

Iore details on these and additional personnel are provided ı Chapter 6.

ONTACT INFORMATION

eter Lagerwey
lagerwey@tooledesign.com/206.200.9535

Jennifer Toole
jtoole@tooledesign.com/301.927.1900 x101

RJ Eldridge
reldridge@tooledesign.com/301.927.1900 x107

Bill Schultheiss
wschultheiss@tooledesign.com/301.927.1900 x106

SCHEDULING POLICIES AND SYSTEMS

Project managers at TDG employ a number of management techniques to effectively track project schedules. We use an internal company website that keeps all staff informed regarding project schedules and critical deadlines. We also conduct regular reviews of schedules, costs, and subcontractor performance and make adjustments accordingly. At the end of each month, we prepare a summary of the hours that were spent, and prepare a detailed progress report for review by the client.

COST MANAGEMENT

Project managers at Toole Design Group employ a number of management techniques to effectively track project costs. All project managers are expected to undertake regular bi-weekly (or monthly, depending upon the project) review of project costs.

QUALITY CONTROL/QUALITY ASSURANCE

TDG is a quality-oriented firm with a history of outstanding performance on multi-modal planning and design projects throughout the US. TDG employs a rigorous quality assurance/quality control program to ensure that our work, and the work of our subconsultants exceeds client expectations. TDG would be happy to share our full quality assurance/quality control policy if the City desires. However, the program can be summed up simply – no report, drawing, or product of any kind leaves our office without being reviewed by senior staff and/or the Principal-in-Charge. We demand the same level of performance from our subconsulants, and their work is thoroughly reviewed by our senior staff before being submitted to the client.

2 WORK PLAN

APPROACH TO BICYCLE MASTER PLANS

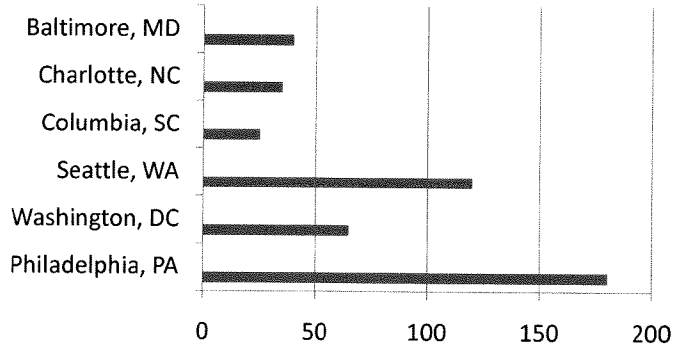
As described in our cover letter, Toole Design Group has prepared many bicycle master plans in communities throughout the United States. A bicycle master plan is tremendous opportunity that does not come along often. It is a chance to plan new infrastructure that supports bicycling, and also to foster a new attitude about bicycling among citizens, elected leaders, and municipal staff at all levels. At its heart, bicycling is a mode of transportation and recreation that is both healthy and fun. Toole Design Group's approach to bicycle master plans is to deliver that message to a wide variety of stakeholders, and to provide multiple opportunities to provide feedback in whatever way they are most comfortable. During our bicycle master plans, we reach out to people who don't normally participate in transportation plans. We gather input from children, the elderly, people who live in low income neighborhoods, as well as disaffected young adults who don't often participate in this type of public discourse.

Another aspect of our approach is to work closely with our clients to understand the unique political processes and practices that are common in each community, and to craft an implementation plan that is specifically tailored to that community. A "one size fits all" approach is not successful when it comes to bicycle planning. For that reason, each of Toole Design Group's bicycle master plans is different (see links to examples in Chapter 7). At Toole Design Group, we thrive on figuring out what is needed to move a city from where it is today, towards a place where all types of people feel comfortable riding bicycles for all types of trips.

Finally, we take tremendous care when we make recommendations for bicycle networks. Our bicycle master plans are not "magic marker maps" - we spend the necessary time to study the feasibility of each route, and to work with the implementation agency to ensure they are comfortable with the recommendations. We do this to ensure that our clients are prepared to move forward with implementation upon completion of the plan. For this reason, our engineering staff are integrally involved in our bicycle master plan recommendations and participate in the field work to ensure that plan recommendations are feasible.

Our track record speaks for itself - we are proud of the fact that Toole Design Group's bicycle master plans do not collect dust. Below is a chart that shows the accomplishments that have been made in communities with bicycle master plans completed by Toole Design Group.

BIKE/PED PLAN RESULTS: Increase in mileage of bike lanes and trails since completion of bike/ped plan.



The Toole Design Group (TDG) Team is pleased to present the following work plan for the development of the Wichita Bicycle Master Plan. TDG anticipates working closely with City staff and a project Steering Committee comprised of key stakeholders from the region, as well as representatives from Kansas DOT and the Wichita Area MPO. Our methodology has been tailored to achieve goals and objectives outlined in the Request for Proposal. Our proposed schedule would require 14 months from project kick-off to completion of the Plan.

TASK 1. PROJECT STARTUP AND ONGOING COORDINATION

The TDG Team will begin the project with a kick-off meeting with City staff to refine the overall objectives for the Plan. The kick-off meeting will serve three primary purposes:

1. Provide an opportunity for meeting participants to identify opportunities and challenges for this project, and to establish the ultimate objectives that must be accomplished through our work. The TDG Team will present a draft work and public outreach plan, identifying interim and final deliverables.

2. Provide an opportunity to identify key stakeholders and user groups, and establish a project schedule for structured public, stakeholder, and agency input. The project schedule in this proposal will serve as a starting point for this discussion. Based on the collective insights of Wichita staff, we will then make necessary adjustments to the project schedule.

3. Allow TDG to understand how the City prefers to handle communication and data transfer (including file types and sizes), protocols for use of FTP sites, email, phone, and fax for project communication; and how the Team should request information from local agencies and initiate communications with their staff.

Based on the feedback of city staff, the TDG team will revise the draft project work plan and project schedule, and public involvement plan and provide a final version to city staff.

In addition, TDG will provide status reports to City staff on a weekly and monthly basis. Our project management system allows us to easily track performance and expenditures.

Deliverables

- Refined work plan (with deliverables)
- Refined public involvement plan
- Project schedule (with milestones)
- Weekly and monthly status reports

TASK 2. DEFINE PROJECT GOALS AND OBJECTIVES

Many other planning activities, projects and programs have already been completed, or are ongoing which affect bicycle infrastructure in Wichita. These efforts will be fully integrated into the approach. The TDG Team will review existing plans, standards, and city policies (starting with the list in the RFP) to determine the current baseline for bicycle improvements in Wichita. The TDG Team will draw upon our national expertise developing bicycle master plans, design guidelines, and policies to develop recommendations for modifications to adopted plans, guidelines, and city policy to improve non-motorized accommodations.

The list of questions in the RFP developed by staff and stakeholders illustrates a thorough understanding of many of the considerations which must be addressed when developing a bicycle network which serves the needs of bicyclists of all skill levels and trip purposes. Our planning process is designed to provide answers to all of these questions - as we have done in previous bike plans.

Working with City staff and the Steering Committee, the TDG Team will develop a draft vision and measurable goals and objectives for the plan implementation. The TDG team will present the draft vision and goals during the first public open house. Using the feedback gathered at the public open house, the TDG team will finalize the goals and objectives.

Deliverables

- Memorandum summarizing project vision, goals and objectives (draft/final)
- Recommendations for adjustments to city policies, guidelines, and adopted plans

TASK 3: COMMUNITY AND STAKEHOLDER INVOLVEMENT

Effective community and stakeholder involvement will be critical to the success of the Wichita Bicycle Master Plan. As discussed in the beginning of this section– we feel that a bicycle master plan offers a tremendous opportunity to build momentum for a more bicycle-friendly community. Our approach therefore includes both traditional and non-traditional measures to maximize community

outreach. We will conduct public open houses, focus group meetings, use social media and online tools, and will also conduct a highly publicized Better Block project in Wichita – an event that has proven to galvanize public interest, support and feedback on transportation projects.

We are excited about the possibilities for effective public outreach in Wichita - please refer to Chapter 3 for a full discussion of the community and stakeholder involvement the TDG Team will conduct for this project.

TASK 4. CITYWIDE BICYCLE NETWORK

The purpose of Task 4 is to evaluate Wichita's existing street and trail system, as well as the 220 miles of previously recommended bicycle facilities, and develop the initial citywide bicycle network GIS. The TDG team will use demand analysis to aid in network development or recommendations prioritization.

Data collection and network evaluation will be developed in four phases:

Phase 1. TDG and city staff will identify approximately 400 miles of roadway in Wichita and the 2030 Urban Growth Boundary for evaluation.

Phase 2. A field team will assess those 400 miles identified for the bicycle route network to determine potential improvements. TDG uses Trimble portable GPS-enabled data collectors allowing us to dynamically update the GIS, as well as importing geolocated photographs directly into the database. This dramatically improves data accuracy and reduces data collection time over conventional methods.

Phase 3. TDG team will review the field data to identify critical on-road network gaps that may be solved by improved or new off-road connections. Roadway segments requiring follow up analysis and errors discovered during the quality control review will be highlighted.

Phase 4. The TDG team will return to the field to evaluate the off-road opportunities identified in Phase 3 and revisit roadway segments as needed.

The TDG Team has developed effective methods for conducting this fieldwork based on completing thousands of miles of similar work throughout the U.S. Our work will draw on our knowledge as Authors of the AASHTO Guide for the Development of Bicycle Facilities (1999 and 2010) and our participation in developing ongoing changes to the MUTCD.

The TDG team ensures accurate recommendations are developed by sending out experienced staff (a team of one planner and one engineer) into the field, rather than entry-level personnel. Bicycle design treatments will be tailored to Wichita, and are based on best practices throughout the U.S. and around the world. The field assessment will inventory street width, number of lanes, and on-street parking demand. Using this method, the data collectors are able to make preliminary recommendations in the field context, while taking inventory of existing conditions.

The TDG Team will use this data to develop and present the revised network as the Draft Bikeway network containing the following:

- A feasible network of connected bicycle facilities that serves all parts of the City and the 2030 Urban Growth Boundary
- A specific design solution for each roadway segment in the network (i.e. bike lanes, shared lane markings, bicycle boulevards, cycle tracks, wide curb lanes etc.).
- A proposed method of accomplishing the recommended design treatment and a proposed roadway cross section (i.e. lane narrowing or removal, parking adjustments etc).
- Identification of spot locations where specific improvements are needed to address barriers and create a connected system (i.e. locations for new/upgraded signals, bridges, transit access points, street/trail transitions etc.).

Deliverables

- Memorandum summarizing work completed
- Bike network draft maps with recommended facilities
- Spreadsheet showing recommended facilities and recommended actions

TASK 5. PRIORITIZED LIST OF FACILITY IMPROVEMENTS AND COST ESTIMATES

The TDG Team will rank the recommended bicycle facility improvements developed in Task 4 using a method that combines public input, Steering Committee/stakeholder input, the expertise of our team members, and a weighted prioritization method. The TDG Team will work with City staff to determine the most effective and efficient method of prioritizing, taking into consideration upcoming road projects, priorities, and funding opportunities. It is anticipated that the project list will be prioritized in separate categories (i.e. on-road bicycling connections, intersection improvements, etc).

All of our bicycle master plans include a strong prioritization and implementation component, and our firm has frequently assisted local governments in implementing bicycle and pedestrian and master plans (Charlotte, NC, Alexandria, VA, Washington, DC, and Seattle, WA). Most of our plans include a list of "Early Action" projects that are realistic for the agencies to implement within three years after the plan is adopted.

The TDG Team understands that the bicycle network will be built over time, and that we must be strategic in our recommendations. We will work with the City to develop criteria for prioritization. Proposed elements include: opportunity (e.g. upcoming road repaving), community priority, network continuity, safety, connections to schools, employment and other destinations, completion of trail system, ease of implementation (cost) and bicyclist comfort. We will develop a GIS toolkit that allows us to dynamically assess criteria under different network buildout scenarios. This GIS toolkit will be provided to the City upon completion of the project

The TDG Team will develop a map that categorizes proposed improvements into immediate, short, mid and long-term priorities. The TDG Team will also develop an implementation action plan that identifies the parties responsible for implementing various aspects of the Plan, as well as a timeframe for implementation.

The preliminary prioritized lists of recommendations along with corresponding maps will be presented to the public at the second public outreach meeting (see Chapter 3 for public input). The public can be given the opportunity to choose their overall priorities from among the different categories. Public and TAC input will be used to make adjustments to the prioritized recommendations list. A final list and map of recommendations, prioritized into short-term, medium-term, and long-term improvements will be produced for the Plan.

Deliverables

- Bicycle improvement project list (focusing on five-year timeframe)
- Planning level cost estimates
- Draft prioritization methodology (for Work Session with TAC)
- Map showing short, medium and long-term improvements
- Prioritized list of projects

TASK 6. POLICIES AND PROGRAMS

During Task 6, the TDG Team will review roadway design, zoning and development policies and practices that relate to bicycle access in Wichita. Key issues may include traffic impact analysis and accepted mitigation measures, bike parking requirements, and provision of transit access amenities. The result of this task will be a report that identifies key policies and practices that need to be implemented to support and encourage bicycling in Wichita.

As a part of this task, we will also assess existing programs that support bicycling, such as health and safety education programs, safe routes to school programs, bike-to-work encouragement efforts, recreation and leisure groups (bike clubs, racing clubs/events), advocacy groups, and enforcement programs. The assessment will look at the presence of bicycle retailers in the area and the role bicycling plays in the regional tourism economy. Recommendations will be developed based on our understanding of Wichita's existing resources. The Action Plan will include proposed policies and programs that are most likely to be successful in Wichita, and will identify groups who will be responsible for implementing the recommendations.

TASK 7. IDENTIFY POTENTIAL FUNDING SOURCES, IMPLEMENTATION STRATEGIES AND NEXT STEPS

The TDG Team will develop an implementation action plan for the region that identifies the parties responsible for implementing various aspects of the plan (infrastructure, policy and program), as well as a timeframe and funding sources for implementation. Lead agency(ies) will be identified.

For successful implementation of the projects identified in Task 5, it will be important to identify possible funding sources. The TDG team has years of hands-on experience developing funding strategies at the local level and is thoroughly familiar with numerous public funding sources for bikeways made available at the federal and state level.

Deliverables

- List of implementation strategies
- Memorandum outlining possible funding sources

TASK 8. BICYCLE MASTER PLAN REPORT

The TDG Team will prepare a draft version of the Wichita Bicycle Master Plan report. The report will pull together the findings and public input as documented in the various memoranda and other documentation generated in Tasks 2 through 6. The Plan's recommendations will be structured to match the process for funding and implementing those recommendations.

The Plan will include an action plan that identifies projects and programs that will be implemented. This schedule will include the timeframe for each recommendation as well as the localities, agencies, and organizations that are responsible for implementation. The Wichita Bicycle Master Plan will be designed as an element of the adopted Wichita-Sedgwick County Comprehensive Plan. The TDG Team will also work with Wichita staff to ensure they can incorporate the GIS based recommendations and data into the City's GIS system. This will allow City Staff to have access to the detailed recommendations in for each roadway segment for design and will also allow the City to track plan implementation.

The draft Plan documents will be distributed for review. In addition, the draft Plan will be posted on the Bicycle Master Plan project website for public access at least one week prior to the second community workshop. The TDG Team will present and solicit input on the draft Plan at the second community workshop as well as at meetings with other key stakeholders.

Deliverables

- Draft Bicycle Master Plan report: The TDG Team will prepare a draft report in electronic PDF format for submission.
- Present Draft Bicycle Master Plan: The TDG Team will present the draft Plan at the second community workshop.
- Final Report: The TDG Team will develop a final report incorporating City feedback. This will be transmitted to the City for distribution to appropriate stakeholders.
- Present Final Report: The TDG Team will present the final report to the Wichita District Advisory Boards (6 presentations), the Wichita Board of Park Commissioners (1 presentation) and the Wichita Sedgwick County Metropolitan Area Planning Commission (2 presentations). In order to conserve project resources and promote efficiency, the TDG Team proposes that these presentations occur sequentially over the course of a single trips. Understandably, this may require convening a special meeting of some boards (e.g. certain District Advisory Boards) as their regular meeting schedules occur at different times of the month.
- Transmit Final Documents: The TDG Team will transmit the final report in PDF format and the original (editable) desktop publishing format. In addition, the TDG Team will submit all GIS data, maps developed over the course of the project and other project deliverables identified in Task 1.

3 PUBLIC AND STAFF PARTICIPATION

As described in Chapter 2, TDG will use a number of strategies to maximize public participation in the Wichita Bicycle Master Plan:

Public Open Houses

The TDG Team will convene two open house style meetings during the project. The first open house will provide an opportunity to present the draft vision and goals for public comment and solicit input on barriers and opportunities for bicycling and walking in the City. Information will be presented in a dynamic way that encourages interaction, via stations that enable people to "vote" on the types of bikeways they want to see, mark up maps with locations for new bikeways, etc. This input will help inform the project going forward.

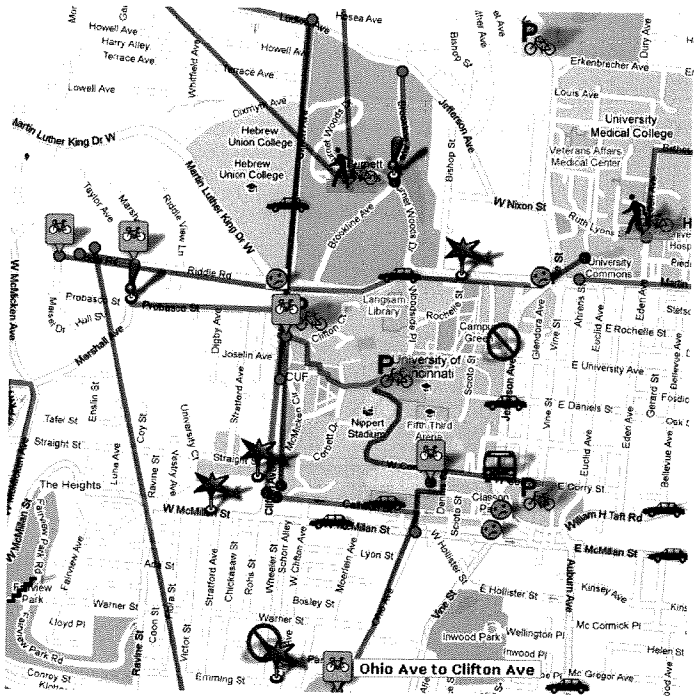
The second open house will be used to present the draft plan and solicit feedback, prioritize recommended actions and confirm a roadmap for implementation. Information will be presented on a series of maps and boards, as well as a brief presentation.

Online Community Outreach

The TDG Team proposes to supplement the public meetings with a strong online project presence that is fully interactive.

Online Interactive Map

The TDG Team will use an online interactive map to collect geographically-specific information about issues affecting non-motorized travel such as desirable routes, missing links, maintenance issues, challenging intersections, etc. This approach allows us to supplement conventional public outreach efforts that frequently address only the small geographic area surrounding the meeting site. This mapping exercise will be advertised through the City's website, newspaper articles, email listservs, community health organizations, and other appropriate venues. Online project tools will also be promoted at local libraries and other locations for individuals without internet access. We have used this method successfully on a number of other plans and projects – for an example, see our Philadelphia Pedestrian and Bicycle Master Plan page: (http://www.communitywalk.com/WalkBikePhilly) Map comments are easily imported



into GIS for display on a map of the City, and will be incorporated into the recommendations of the Plan.

An online questionnaire will be used early in the planning process to gain a broad level of input from residents throughout the City. The questionnaire, designed to take about 10 minutes, will include a front page which will explain the study purpose, followed by a series of questions about bicycling in Wichita. The survey will be advertised along with the interactive map. The TDG Team will prepare a brief memorandum summarizing the key findings from this survey.

Project Website

On an ongoing basis throughout the planning process, the TDG Team will develop content for the City's project website that provides updates on project status, advises the community of upcoming meetings and other events, provides links to the online interactive map described above, and project deliverables available for download.

Wichita Better Block

The TDG Team is excited to offer a "Better Block" public outreach effort, as a part of our overall public involvement plan for the Wichita Bicycle Master Plan. Better Block is an innovative type of public involvement that helps to demonstrate the transformative power of good bikeway/street

design. Better Block is a pilot demonstration project that occurs over the course of a weekend. Typically it involves a temporary road diet/bikeway implementation project in a small commercial area where businesses are struggling. The changes to the street cross section are not permanent. At the end of the weekend, the temporary measures are removed, and the street returns to the original design.

Better Block accomplishes the need to demonstrate and test complete street techniques, while simultaneously expanding public outreach activities with a tangible, real-world project. It is a type of "living charrette" that provides an opportunity for a community to actively engage in street and bikeway design, while providing feedback in real time. The focus of a Better Block project is to provide a public discourse on the perception of safety, the need to address land use as well as transportation issues, and the stimulating effect that good street and bikeway design can have on economic activity in blighted or vacant corridors.

The concept for Better Block originated in the Oak Cliff neighborhood of Dallas, TX in 2010. The first Better Block was done as a demonstration project on a four-lane road through a blighted commercial district in Oak Cliff. It included a road diet with temporary green bike lanes, and a great deal of community involvement to improve the streetscape. Pop-up businesses occupied vacant storefronts. The project

was an outstanding success – the street is now a lively business corridor and the City of Dallas is planning three additional Better Blocks in 2011. (see http://betterblock.org/ and click on the YouTube video for more information).

The Better Block concept has since been copied in cities and towns throughout the U.S. Better Blocks have been conducted (or are planned for the near future) in Memphis, Austin, Houston, Tulsa, Mt. Rainier (MD) Boston and NYC. Jason Roberts and Andrew Howard of Street Space Collaborative developed the Better Block concept and will lead the implementation of the Better Block for the Wichita Bicycle Master Plan.

Implementation of the Better Block

Throughout the planning and implementation of the Wichita Better Block, the TDG Team will work with local non-profit economic development organizations, the Wichita Metro Chamber of Commerce, City staff (including the Department of Economic Development), property owners and stakeholders. In collaboration with these groups, the TDG Team will identify and tour potential sites. Once a site is selected, we will identify area stakeholders, conduct a training workshop and assign volunteer teams to begin mobilizing for the Better Block. We will outline the proposed street redesign for review by the City. We will guide preparation for, attend, and facilitate the Better Block project. In-kind donations will be sought for various materials needed for the Better Block, working in cooperation with the Chamber of Commerce and area non-profits.

Metrics on the success of the Better Block event will be collected and compiled into a memo. The consultant will interview participants, business owners and residents as to their experience.

We look forward to discussing the Better Block concept further with City staff to tailor this approach to Wichita and gain the maximum benefit from this aspect of the project.

Deliverables:

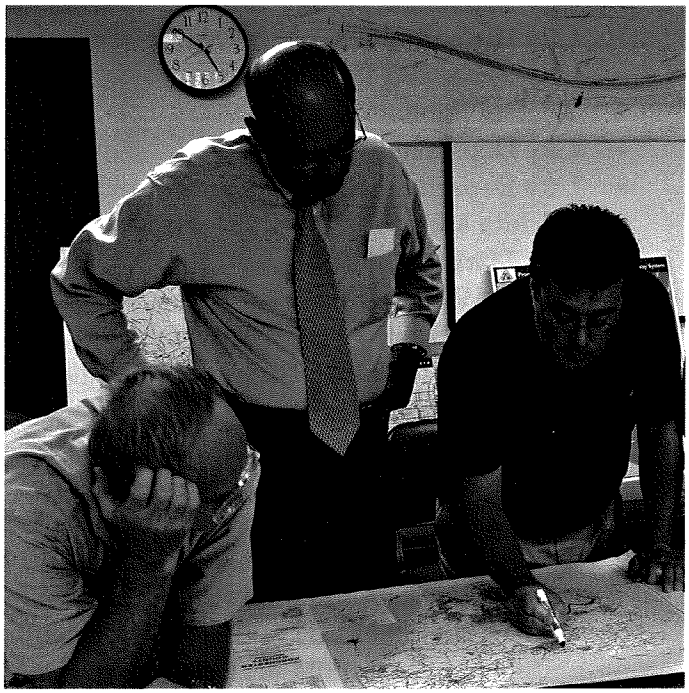
- Selection of location based on a mutually agreed-upon criteria by the client and consultant
- One training workshop on better block fundamentals
- Online web page
- Event program
- Summary memorandum detailing the results of the Better Block and public input gained through the event.

STAFF INVOLVEMENT

The Toole Design Team recognizes that staff has many responsibilities and is committed to using their time efficiently and respectfully. The following section articulates our expectations of staff involvement needed in order to successfully complete the Wichita Bicycle Master Plan.

The Wichita-Sedgwick County Metropolitan Planning Organization will provide a Project Manager throughout the duration of the Wichita Bicycle Master Plan project. The Bicycle Master Plan will be a primary task for the Project Manager and that person should be available to support and direct this project.

The Project Manager will provide relevant plans and studies (or a list of plans to be downloaded from City and MPO websites). The Project Manager will also facilitate data collection, and provide available relevant GIS Data (or direct the TDG Team to the appropriate person).



The Project Manager will coordinate department review of draft deliverables by appropriate staff in a timely manner, and will be responsible for compiling written feedback and providing direction on conflicting comments.

The Project Manager will assist with identifying and reserving locations for the public meetings. The TDG Team will facilitate the meetings and provide all meeting materials, such as presentations, presentation boards and handouts. The TDG Team will also provide meeting summaries. Our cost proposal assumes that rental fees will not be necessary.

TDG will conduct up to six meetings lasting 1-2 hours with City, MPO, and KDOT officials and staff members. The TDG Team will work with the Project Manager to schedule meetings with representatives from relevant offices and departments. Where appropriate, meetings will involve representatives from multiple agencies or departments with shared/ overlapping responsibilities, as well as related non-governmental organizations (e.g. Department of Economic Development and Chamber of Commerce) so that we may develop a complete picture of relevant issues and opportunities related to bicycling in Wichita. Potential offices and departments include:

- Wichita-Sedgwick County Metropolitan Area Planning Department
- City Public Works and Utilities Department
- City Parks and Recreation Department
- City Police and Fire Department
- Wichita Public Schools
- City Department of Health
- City Department of Economic Development
- Wichita Metro Chamber of Commerce
- City Manager's Office
- City of Wichita Councilmembers and District Advisory Board representatives
- Kansas DOT District Planners and Engineers, State Bicycle Coordinator

In addition to these meetings, representatives from a subset of the listed offices and departments will serve on a Technical Advisory Committee (TAC). It is anticipated that at the project will include at least three TAC meetings: project kickoff and visioning, identify opportunities and constraints, and recommendations review. The Project Manager will be responsible for securing meeting locations, making copies of the agenda, and making copies of the necessary handouts.

The Project Manager will ensure that the Bicycle Master Plan is on the agenda of the District Advisory Boards, Wichita Sedgwick Metropolitan Planning Organization, and the Wichita Board of Park Commissioners at the appropriate time.

	June	July	Aug	Sept	Oct	Nbov	Dec	Jan	Feb	Mar	April	May	June	July
Hourly Rates														
Task 1: Project Startup and Ongoing Coordination														
1.1 Kick-Off Meetings														
1.2 Revise Project Work Plan and Schedule														
1.3 Ongoing Management/Progress Reporting														
Task 2: Elaborate Project Goals and Objectives														
2.1 Review Existing Plans, Studies and City Policies														
2.2 Develop Draft Vision and Goals														
2.3 Finalize Vision and Goals														
Task 3: Community and Stakeholder Involvement														
3.1 Public Open Houses (2)				M							M			
3.2 Online Survey														
3.3 Online Interactive Map														
3.4 Focus Group Meetings (5)				F										
3.5 Better Block Process														
3.6 Steering Committee Meeting		S		S		S					S		S	
3.7 Website Updates														
Task 4: Citywide Bicycle Network														
4.1 Identify Study Network														
4.2 Field Data Collection														
4.3 Field Data Review														
4.4 Recommendations QA/QC														
Task 5: Prioritized Improvements and Cost Estimates														
5.1 Preliminary Prioritized List of Improvements														
5.2 Cost Estimates														
5.3 Finalized List of Improvements														
Task 6: Policy and Program Recommendations														
6.1 Policy Recommendations														
6.2 Program Recommendations														
Task 7: Funding Sources, Implementation and Next Steps														
7.1 Identify Implementing Agencies and Next Steps														
7.2 Identify Funding Sources														
Task 8: Bicycle Master Plan Report														
8.1 Develop Draft Master Plan Report														
8.2 Present Bicycle Master Plan														
8.3 Develop Final Master Plan Report														

"M" indicates a community meeting
"S" indicates a steering committee meeting
"F" indicates a focus group meeting

	Toole Design Group							SRF		SSC						
	Peter Lagerwey	Jennifer Toole	RJ Eldridge	William Schultheiss	Michael Hintze	Jim Elliott	Trevor Griffiths	Brian Shorten	Matt Volz	Jason Roberts	Andrew Howard	Total Hours by Task	Cost TDG	Cost SRF	Cost SSC	TOTAL
Hourly Rates	142.26	$182.33	$143.24	$130.24	$93.78	$77.50	$68.37	$162.68	$164.00	$115.00	$125.00					
Task 1: Project Startup and Ongoing Coordination												*65*	*$4,633*	*$2,619*	*$1,730*	***$8,982***
1.1 Kick-Off Meetings	12	1	1		4			4	8	2	8	40	$2,408	$1,963	$1,230	$5,601
1.2 Revise Project Work Plan and Schedule	4		1		4							9	$1,087	$0	$0	$1,087
1.3 Ongoing Management/Progress Reporting	8								4		4	16	$1,138	$656	$500	$2,294
Task 2: Elaborate Project Goals and Objectives												*64*	*$4,455*	*$2,453*	*$750*	***$7,658***
2.1 Review Existing Plans, Studies and City Policies	4		1		8	6	6	3	6		6	40	$2,338	$1,472	$750	$4,560
2.2 Develop Draft Vision and Goals	4	1	1		6			2	4			18	$1,457	$981	$0	$2,439
2.3 Finalize Vision and Goals	2				4							6	$660	$0	$0	$660
Task 3: Community and Stakeholder Involvement												*422*	*$25,916*	*$8,517*	*$17,550*	***$51,984***
3.1 Public Open Houses (2)	24		2	4	24	4	16	6	24			104	$7,876	$4,912	$0	$12,788
3.2 Online Survey	2		2		8							12	$1,321	$0	$0	$1,321
3.3 Online Interactive Map	4		1		6	2	4					17	$1,703	$0	$0	$1,703
3.4 Focus Group Meetings (5)	24		2	4	20			2	18			70	$6,097	$3,277	$0	$9,375
3.5 Better Block Process	8	2	2	8	2		4			70	70	166	$3,292	$0	$16,800	$20,092
3.6 Steering Committee Meetings	25											25	$3,557	$0	$0	$3,557
3.7 Website Updates	4				16				2		6	28	$2,070	$328	$750	$3,148
Task 4: Citywide Bicycle Network												*552*	*$45,716*	*$15,744*	*$0*	***$61,460***
4.1 Identify Study Network	16		2	8			40		6			72	$6,339	$984	$0	$7,323
4.2 Field Data Collection	55			32	80	80	32		80			359	$27,882	$13,120	$0	$41,002
4.3 Field Data Review	12		2	8	32		24		8			86	$7,677	$1,312	$0	$8,989
4.4 Recommendations QA/QC	12	2	1	6			12		2			35	$3,817	$328	$0	$4,145
Task 5: Prioritized Improvements and Cost Estimates												*80*	*$7,342*	*$984*	*$0*	***$8,326***
5.1 Preliminary Prioritized List of Improvements	6		2	4	8		24		2			46	$4,052	$328	$0	$4,380
5.2 Cost Estimates	2			8	2		8		4			24	$2,061	$656	$0	$2,717
5.3 Finalized List of Improvements	6				4							10	$1,229	$0	$0	$1,229
Task 6: Policy and Program Recommendations												*59*	*$5,443*	*$1,469*	*$0*	***$6,912***
6.1 Policy Recommendations	4		2	8	8			3	4			29	$2,648	$1,144	$0	$3,792
6.2 Program Recommendations	4	1	1		12	10		2				30	$2,795	$325	$0	$3,120
Task 7: Funding Sources, Implementation and Next Steps												*35*	*$3,392*	*$981*	*$0*	***$4,373***
7.1 Identify Implementing Agencies and Next Steps	6	1	2		8				2			19	$2,073	$328	$0	$2,401
7.2 Identify Funding Sources	4				8			2	2			16	$1,319	$653	$0	$1,973
Task 8: Bicycle Master Plan Report												*252*	*$27,022*	*$2,296*	*$0*	***$29,318***
8.1 Develop Draft Master Plan Report	40	4	4	12	60		24		10			154	$15,823	$1,640	$0	$17,463
8.2 Present Bicycle Master Plan	32				4							36	$4,927	$0	$0	$4,927
8.3 Develop Final Master Plan Report	12	4	2		32		8		4			62	$6,271	$656	$0	$6,927
Subtotal													**$123,918**	**$35,064**	**$20,030**	**$179,012**
	336	**16**	**31**	**102**	**360**	**102**	**202**	**24**	**190**	**72**	**94**					
	$47,799	**$2,917**	**$4,440**	**$13,284**	**$33,761**	**$7,905**	**$13,811**	**$3,904**	**$31,160**	**$8,280**	**$11,750**					
Direct Expenses																$15,837
GRAND TOTAL																**$194,849**

6 PROJECT STAFF

Toole Design Group (TDG) has assembled a multidisciplinary team with experience working on projects similar in nature to the Wichita Bicycle Master Plan. Our team members have been carefully chosen for their breadth of relevant experience and expertise in policy and planning. Together our multidisciplinary team brings experience in bicycle facility planning and design from the development of national standards and best practices to planning and implementing designs. Our team will be led by Toole Design Group, LLC and supported with specialized services from SRF Consulting Group, Inc. (SRF) and streetspace Collaborative (SSC).

Jennifer Toole, AICP, ASLA Principal-in-Charge

Toole Design Group

Jennifer Toole has worked for over 20 years in multi-modal planning and design, and serves as an expert consultant on bicycle and pedestrian projects throughout the United States. As a certified planner with a degree in Landscape Architecture, her experience includes both hands-on project design, as well as national and statewide research and planning initiatives. Jennifer served as the Principal Investigator for the upcoming 2011 edition of AASHTO's Guide for the Development of Bicycle Facilities. Jennifer has played a key role in Safe Routes to Schools projects at the local, State and national level, including co-authoring the Federal Highway Administration's January 3, 2006 Guidance on Federal SRTS Program Funding. Jennifer served three terms as the President of the Association of Pedestrian and Bicycle Professionals (APBP) and received one of the organization's highest honors - the 2008 Professional of the Year Award.

Education/ Certification

- Bachelor of Environmental Design in Landscape Architecture, NC State University, Cum Laude - 1990
- American Institute of Certified Planners, Certificate #011817

Peter A. Lagerwey Senior Transportation Planner

Toole Design Group

Peter Lagerwey is the Director for Toole Design Group's office in Seattle, WA. For over 25 years, Peter has managed high profile pedestrian and bicycle projects and programs with the City of Seattle and as a private consultant. He is the author of *Creating a Roadmap for Producing and Implementing a Bicycle Master Plan*, published in June 2009. Peter is a hands-on manager with a record of achieving results - within one year of the adoption of the Seattle Bicycle Master Plan, he had coordinated the installation of over 65 miles of bike lanes, shared lane markings, bicycle boulevards and bicycle routes, along with numerous other improvements for bicyclists and pedestrians. Peter has a thorough grasp of what is required of various disciplines at all project stages, and his public sector background provides him with unique insight into the opportunities and challenges of navigating governmental agencies at all levels.

Peter is a recognized expert on bicycle and pedestrian issues who has been quoted by NBC News, National Public Radio, Atlantic Monthly, and newspapers across the US.

Education/Certification

- Master's of Urban Planning, University of Michigan: 1981
- Bachelor of Arts, Secondary Education, Calvin College: 1975

Awards

- APBP Lifetime Achievement Award: 2001
- FHWA: 1999
- National Environmental Award: 1991
- Pride at Work Award, Seattle Engineering Department: 1989

Bill Schultheiss, PE Senior Transportation Engineer

Toole Design Group

Bill Schultheiss has a broad civil engineering background relating to many facets of engineering planning, design and construction administration. Over the past eight years, Bill has served as lead engineer for all of TDG's major bicycle master plans. He has personally overseen and designed over 250 miles of bike lanes and 8 miles of cycle tracks. Bill is a nationally recognized expert in bicycle and pedestrian facility design and effectively communicates multi-modal engineering concepts and solutions that gain support from communities.

As an active member of the Bicycle Technical Committee and the Pedestrian Task Force of the National Committee on Uniform Traffic Control Devices (NCUTCD), Bill stays on the forefront of emerging engineering practices.

Certification/Education

- Professional Engineer: DC, MD, MA, VA, WA
- Bachelor's of Science, Civil Engineering, Northeastern University: 1998

Roswell "RJ" Eldridge Director of Planning

Toole Design Group

RJ Eldridge is Toole Design Group's Planning Director. He has worked on numerous bicycle master plans throughout the US. His experience includes bicycle network development, facility recommendations, policy assessment and development, and bicycle level of service analysis. RJ assisted with the City of Cincinnati's first bicycle plan in over 30 years. He is a proven leader and manager of complex, interdisciplinary project teams. RJ recently managed a county-wide bicycle level of service analysis and bicycle suitability map for Fairfax County in Northern Virginia.

Certification/Education

- Master of Science, Community and Regional Planning, University of Texas at Austin: 2003
- Bachelor of Arts, Latin American Studies, Washington College: 1993

Michael Hintze, AICP, LEED® AP Senior Planner

Toole Design Group

Michael Hintze is a Senior Planner with over six years experience working on a range of transportation and land-use projects. As a certified planner, Michael has worked with numerous jurisdictions of various size and sophistication providing research, urban design, GIS analysis and mapping, project management, public involvement and facilitation services. Michael's broad skill set and extensive knowledge of transportation and land-use issues allows him to effectively engage and work with a wide range of clients, stakeholders, and professionals. As an avid bicyclist and walker, Michael has intimate first-hand knowledge of the "user" experience, which reinforces his ability to identify and communicate solutions that work.

Education/Certification

- Master of Urban Planning, Certificate in Urban Design, University of Washington: 2005
- Bachelor of Science, Environ. Econ. & Mgmt., Univ. of Georgia: 1996
- American Institute of Certified Planners, Certificate #152666
- LEED Accredited Professional

Jim Elliott Senior Planner

Toole Design Group

Jim Elliott is a transportation planner with a background in state public policy research. Prior to launching his transportation planning career, Jim served as Director of Research and Client Relations for a public policy research firm, where his work included supervising the research and production of reports and briefing papers on a range of state public policy issues.

Education/Certification

- Master of Community Planning, University of Maryland: 2008
- Bachelor of Arts, University of Arizona, 1992

Trevor Griffiths, GISP GIS Manager

Toole Design Group

Trevor Griffiths, GISP (TDG) has been Toole Design Group's lead GIS cartographer for the past five years. He has with local, state and federal government projects. He is highly skilled with GIS software, specializing in the ESRI ArcGIS suite. In addition to his cartographic background, Trevor has experience in ESRI ArcObjects development and has designed and implemented several GIS tools and applications. Trevor has hands on experience developing field data collection methodologies and working with GPS and GIS systems. Trevor was involved in planning and implementing all GIS-related aspects of the Maryland Strategic Trails project as well as the Cincinnati Bikeway Master Plan. He has been pivotal in the development of the firm's GIS maps for bicycle master plans for Seattle, Dallas, Denver, Boston, Baltimore, Pittsburgh, and Cincinnatti, as well as numerous other cities and towns throughout the U.S.

Education/Certification

- GISP #67287
- Bachelor of Science, Double Major, Environmental Science and Policy & GIS and Remote Sensing: University of Maryland: 2004

Matthew Volz, PE Senior Associate

SRF Consulting, Inc.

Matt Volz has over 20 years of combined experience in transportation planning and design working in both public agencies and private companies. Matt has been a project manager for numerous transportation projects and has extensive experience overseeing teams of engineers and technical staff in the completion of projects. Prior to working in the consulting industry. Matt served as the State ITS Engineer for the Kansas Department of Transportation (KDOT) where he was directly responsible for the planning, design, research, implementation, and operations of ITS in Kansas. Matt is currently working extensively in Wichita providing construction support for the installation of a city wide Intelligent Transportation System that will be completed this year. Matt has been working with the City of Wichita and Sedgwick County for the past 13 years on various projects and is familiar with the local conditions and needs.

Education/ Certification

- B.S., Civil Engineering, North Dakota State University, Fargo, ND, 1991
- M.S., Civil Engineering, Kansas State University, Manhattan, KS, 1999
- Professional Engineer: Kansas #13981

Brian Shorten Principal

SRF Consulting, Inc.

Brian Shorten has 38 years of diverse multimodal planning experience. He joined SRF over a decade ago, after serving for over 16 years as the Executive Director of the Fargo-Moorhead Metropolitan Council of Governments. Brian has impressive multimodal planning credentials based on his extensive urban and rural bicycle, pedestrian and transit system development work. Furthermore, he has substantial experience in securing CMAQ, transportation enhancement, transportation and community system preservation funds, and congressional earmarks to implement the multimodal strategies. Brian has secured more than $80 million in federal and state funds (outside of customary formula funding) for various transportation projects.

Education/ Certification

- B.S., University of Minnesota, 1974
- Access Management Principles and Practices, 2008
- Context Sensitive Design, 2004

Jason S. Roberts Community Relations Director

Street Space Collaborative

Jason Roberts recently spearheaded the "Better Block Project", where he organized teams of advocates to revive blighted, vacant blocks of pre-war buildings into livable, sustainable developments complete temporary businesses, landscaping, bike lanes, and outdoor cafe seating. The project has been touted by the Dallas Morning News, GOOD magazine, Pepsi's Refresh campaign, and the Congress for the New Urbanism, as a new model for forwarding city planning initiatives.

Jason is an I/T Specialist with 15 years of experience in programming, website development, and network infrastructure planning. As an I/T and Media relations consultant, Jason specializes in translating complex engineering and planning terms and methods into easily understood messages for general public consumption. Additionally, he is adept at communicating with media outlets and providers throughout the nation. Jason serves as prime community and media contact during both planning and design phases.

Education/ Certification

- North Central Texas College, 1996
- University of North Texas, 1995
- Collin County Community College, 1994

Andrew Howard Planning Director

Street Space Collaborative

Andrew is a transportation planner focused on successful integration of land use, transportation, and urban design. During his ten years of experience, he has worked in both the public and private sectors developing master and corridor plans aimed at sustainable urbanism. His primary expertise includes community transportation planning, specifically the development of multimodal transportation plans, context sensitive urban street design, bicycle and pedestrian planning as well as transit oriented development.

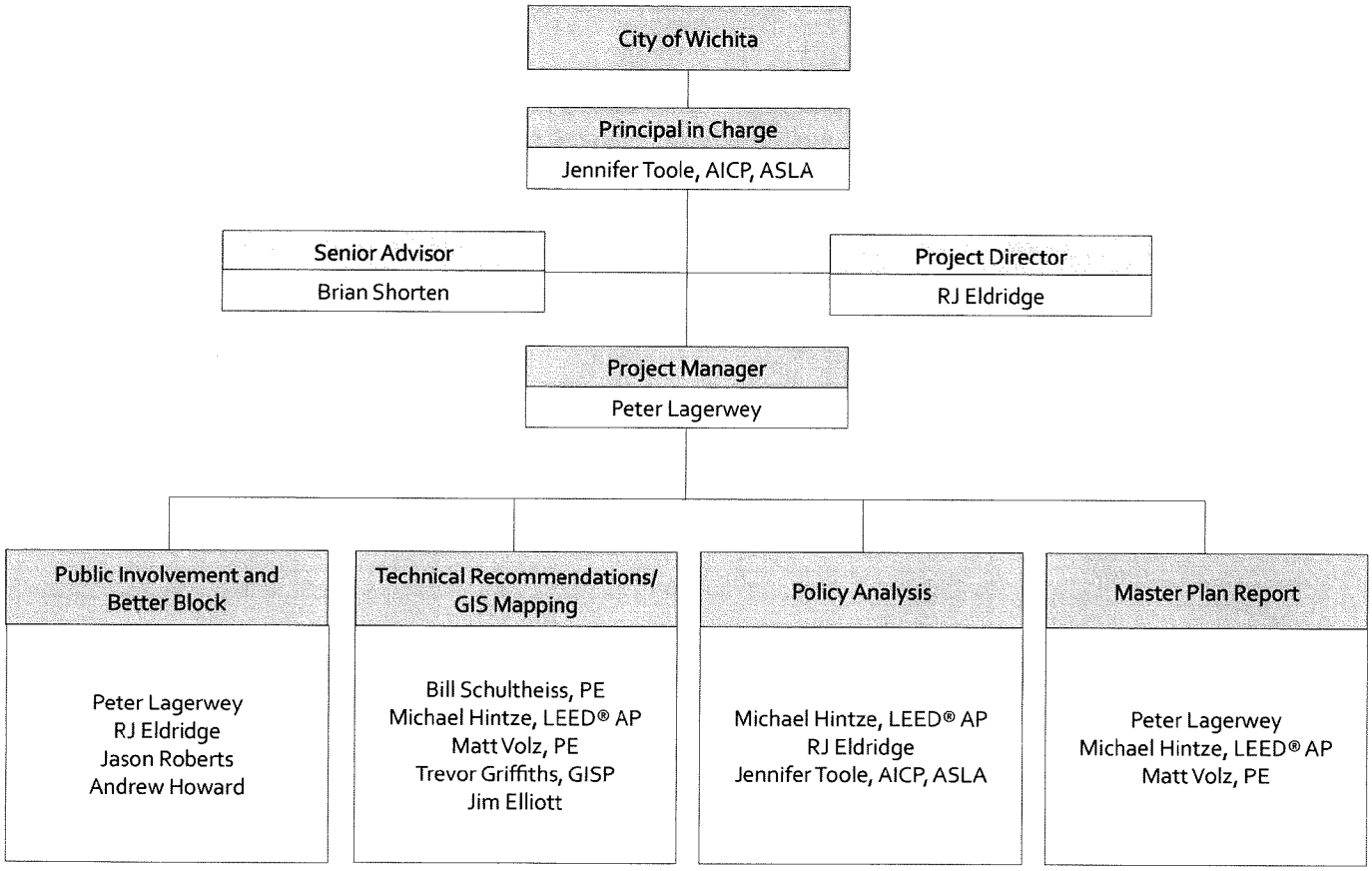
Andrew is a contributing author to the Institute of Transportation Engineers' Recommended Practice on Context Sensitive Design for Walkable Urban Thoroughfares and the Texas Department of Transportation's Context Sensitive Solutions Policy. This unique experience provides him confidence in leading multi-disciplinary collaborative design teams. The collaborative planning approach allows Andrew to serve clients and their constituents efficiently with a team of experts that are all seeking to improve the public realm and increase the viability of alternative transportation and new urbanism.

Education/Certification

- Bachlor of Science in Geography from the Texas A&M University
- Bachelor of Arts, Gustavus
- American Institute of Certifice Planners
- American Planning Association
- Congress for the New Urbanism
- Institute for Transportation Engineers
- Form Based Codes Institute

TEAM ORGANIZATIONAL CHART

The chart below illustrates how the Toole Design Group Team will be structured for this project.



7 PROFILES OF PROPOSING FIRMS

TOOLE DESIGN GROUP, LLC
6525 Belcrest Road, Suite 400
Hyattsville, Maryland 20782
Jennifer Toole, President, 301.927.1900

Toole Design Group (TDG) is a full-service transportation planning and design firm with offices in Seattle,WA, Washington, DC, and Boston, MA. We have a staff of 30 professional planners, engineers, landscape architects and GIS specialists. Toole Design Group brings unparalleled national expertise to this project. We have developed bicycle and pedestrian master plans for over half of the top twenty largest urban areas in the U.S., as well as hundreds of small to mid-size communities. We have built a solid reputation for delivering implementation plans that move bicycle and pedestrian projects forward - often even before our plans are officially adopted. Furthermore, we help our clients build the level of community and agency support these plans need in order to ultimately be successful.

Toole Design Group has a national reputation in bicycle and pedestrian master planning, traffic calming, pedestrian and bicycle research, site specific pedestrian and bicycle design (including sidewalks, streetscapes, on-road bicycle facilities, trails, intersections and ADA-compliant designs), transit accessibility, safe routes to school planning and design, and a variety of other related areas.

Toole Design Group has a significant amount of experience developing large GIS datasets for bikeways that compile information from multiple sources, including state DOTs, MPOs, municipalities and counties. Our previous project experience has included work for multiple state DOT's that has required us to assimilate and reconcile diverse GIS databases. For example, the statewide trails inventory we developed for the State of Maryland compiled information from 24 counties, over 20 municipalities and several MPOs or regional planning commissions.

Toole Design Group has a long and successful track record of working with local, regional and state agencies on bicycle master plans throughout the U.S. A representative sample of our projects is listed below, and more detailed descriptions of key projects are in Chapter 8.

LARGE CITY BICYCLE PLANS
Denver Moves (Bike/Walk) Plan
St. Louis Bicycle Master Plan
Boston Bike Master Plan
Philadelphia Pedestrian and Bicycle Master Plan
Seattle Bicycle and Pedestrian Master Plans
Dallas Bicycle Master Plan
Washington DC Bicycle Master Plan
Baltimore Bicycle Master Plan
Pittsburgh Bicycle Route Network Plan

MEDIUM CITY BICYCLE PLANS
Charlotte (NC) Bicycle and Pedestrian Master Plans
Cincinnati (OH) Bicycle Master Plan
Charleston (SC) Pedestrian and Bicycle Plan
Greensboro (NC) Bike, Pedestrian and Greenway Plan
Columbia (SC) Bicycle and Pedestrian Plan
San Antonio (TX) Bicycle and Pedestrian Master Plans
Arlington (VA) Master Transportation Plan
Alexandria (VA) Pedestrian and Bicycle Mobility Plan

SMALL CITY BICYCLE PLANS
Culpepper (VA) Bicycle and Pedestrian Plan
Asheville (NC) Bicycle Master Plan
Damascus (VA) Bicycle Master Plan
Moorestown (NJ) Bicycle Plan
Rockville (MD) Bicycle Master Plan

REGIONAL/COUNTY BICYCLE PLANS
Fairfax County Bicycle Level of Service Analysis (VA)
Baltimore Area Bicycle and Pedestrian Plan (MD)
Richmond Regional Bicycle and Pedestrian Plan (VA)
Winchester-Frederick Regional Bicycle Plan (VA)
Fauquier County Bicycle and Pedestrian Plan (VA)
Loudoun County Bicycle and Pedestrian Plan (VA)
Isle of Wight County Pedestrian and Bicycle Plan (VA)

Southern Maryland Trails and Bikeways Plan (MD)
Anne Arundel County Pedestrian and Bicycle Plan (MD)

STATE DOT BICYCLE PLANNING
Representative sample of plans - see links below:

- Seattle Bicycle Master Plan
- http://www.seattle.gov/transportation/bikemaster.htm
- Philadelphia Pedestrian and Bicycle Plan
- http://www.tooledesign.com/philadelphia/ (see Phase I Plan documents)
- Cincinnati Bicycle Master Plan
- http://www.cincinnati-oh.gov/bikeplan/
- Dallas Bicycle Master Plan
- http://www.tooledesign.com/dallasbikeplan/ (see draft plan documents)

In addition to our practical experience, the TDG Team has extremely strong research credentials. Team members' experience includes numerous NCHRP reports, Federal research studies, and guidebooks for pedestrian and bicycle topics. Below is a list of relevant research studies that are either in progress, or have been completed by our team members:

- NCHRP 07-17: *Methodology for Prioritizing Pedestrian and Bicycle Improvements along Existing Roads* (in progress)
- AASHTO's *Guide to the Development of Bicycle Facilities*
- FHWA's *Shared Use Pathway Level of Service Study* (with NC State University)
- FHWA's *Pedestrian and Bicycle Data Collection Methodologies* (for PBIC)
- TCRP Synthesis 62: *Integrating Bicycles with Transit*

Toole Design Group is happy to include two subconsultants on our team: SRF Consulting Group, Inc. and streetspace Collaborative.

SRF CONSULTING GROUP, INC.
One Carlson Parkway North, Suite 150
Minneapolis, Minnesota 55447-4443
Barry Warner, Sr. Vice President, 763.475.0010

Since 1961, **SRF Consulting Group, Inc. (SRF)** has built a tradition of excellence by serving public and private sector clients across the United States. Today, their values remain the same: deliver quality that stands the test of time, strive for innovation, provide superior service, and be true to the spirit of collaboration. Headquartered in the City of Minneapolis, SRF has branch offices in Fargo, ND; Madison, WI; and St. Louis, MO. They employ 225 engineers, planners, and designers who are committed to developing creative project solutions that exceed client expectations.

SRF is the ideal partner to Toole Design Group for the Wichita Bicycle Master Plan. In addition to their bicycle planning and design experience, the firm has SRF has been a Kansas Department of Transportation (KDOT) ITS On-Call consultant since 2003 and has provided quality consulting services in Kansas for the past ten years, working closely with the KDOT as well as the Cities of Wichita and Salina. Some of these projects are currently in progress. SRF's experience in Kansas includes:

- 2010–Present: ITS Standards Development and DMS Structure Design (106 KA-1188-02)
- 2010–Present: Wichita Phase II Preliminary Design (87 K-9123-06)
- 2010–Present: Statewide ITS Troubleshooting (106 KA-1833-11)
- 2010: Wichita ITS Letting Assistance (87 K-9123-06)
- 2009: Present: Wichita ITS Construction Project Administration (106 KA-1832-11)
- 2008–Present: AMBER Alert DMS and CCTV Deployment Project (106 KA-0399-01)
- 2006-07: Salina DMS Deployment Project (70-106 K-8646-01)
- 2000–03: Kansas Transit Systems Development Plan

Bicycle Facility Planning and Design Services
SRF has completed bicycle policy and physical planning for statewide projects such as the visionary Iowa Statewide Trails Plan, completed for the Iowa Department of Transportation. They have prepared innovative plans for bicycle facilities at the community level such as the City of St. Louis Park Active Living Plan. Their expertise extents to master plans for

regional facilities including Three Rivers Park District Framework Plan and its First Tier Trail Plan. Their design projects include the Midtown Greenway, the Southwest LRT and the Lake Wobegon Trail system. A partial project list of bikeway and trail planning and design experience is provided below:

- Lake Wobegon Regional Trail (Phases I to III), Stearns Co.
- Iowa Statewide Trails Plan
- Iowa State Pedestrian & Bicycle Policy Plan
- Northwest Greenway, City of Plymouth
- Midtown Greenway Planning (Phases I - III) & Design (Phases I & II), Minneapolis Public Works
- Big Rivers Regional Trail Phases I & II, Dakota Co.
- Suburban Hennepin Regional Park Trails Framework Plan
- Hutchinson Spur Regional Trail, St. Louis Park & Three Rivers Park District
- Minnesota River Trail (Phases I & II), Chippewa Co.
- Faribault County Trails Plan, Faribault County Trails Association & City of Blue Earth
- Cedar Lake Pedestrian & Bicycle Trail & Bridge (Phases I - III), Minneapolis Park & Recreation Board
- East Medicine Lake Regional Trail, Three Rivers Park District
- Kenilworth Regional Trail, City of Minneapolis
- Integrated Parks Trail System, Northwest League of Municipalities, Hennepin County & Three Rivers Park District
- Trout Brook Regional Trail, Ramsey County
- Beaver Island Regional Trail, Stearns County
- Saint Paul Grand Round Master Plan, City of Saint Paul
- First Tier Trails, Greenways & Park Plan, Three Rivers Park District
- Rice Creek Regional Trail, Anoka County

STREETSPACE COLLABORATIVE
408 W. Eighth Street, Suite 103
Dallas, TX 75208
Andrew Howard , 214.235.7886

The Streetspace Collaborative formed in 2010 and serves clients seeking sustainable answers to transportation, land development and environmental questions. They thrive on working with clients, partners, and other likeminded organizations to improve the quality and function of the built environment. Streetspace strives to create active public spaces and increase the effectiveness of multi-modal transportation as a means to creating more economically competitive neighborhoods, cities and regions.

Streetspace has developed a program called "The Better Block" where their team focuses on a block-by-block plan that allows rapid implementation and shows immediate results. They build upon the existing strengths of an area and develop demonstration projects that allow a community to interact with a re-visioned street and offer feedback in real-time.

The result of their work is a clear understanding of a community's transportation and land development needs and a strategy to incrementally achieve them over time. Better Block transformations of emerging urban areas demonstrate how changing the psychology of the public space with complete streets and activated pedestrian areas result in expanded economic opportunity and community cohesion. streetspace translates this momentum into action by identifying funding, establishing design parameters and removing potential construction obstacles.

8 RELEVANT EXPERIENCE

The following projects are representative of the TDG Team's work on projects of similar scope to the City of Wichita Bicycle Master Plan.

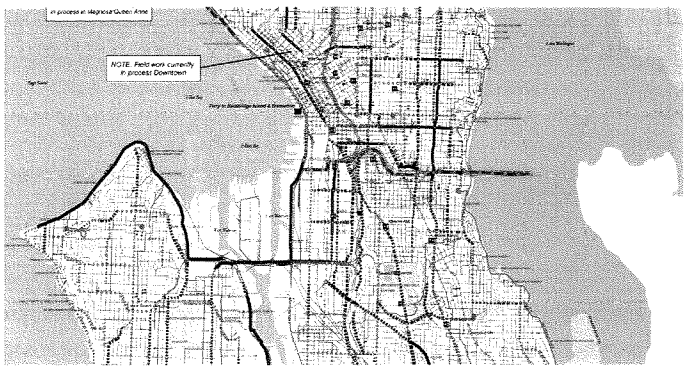
Seattle, WA

City of Seattle Bicycle Master Plan

(Toole Design Group)

Toole Design Group (TDG) served as the prime consultant for the City of Seattle Bicycle Master Plan. In partnership with the City, TDG took a diverse approach to public involvement, including working with a diverse group of bicyclists on the project Citizen's Advisory Committee, partnering with local bicycle advocacy groups, conducting an online survey, and conducting highly successful public input meetings that were attended by hundreds of people.

The project involved extensive GIS and field analysis, and the development of specific recommendations for street reconfigurations and wayfinding signs for a 450-mile network of on and off-street bicycle facilities. Project included design innovations such as shared



lane markings, up-hill bike lanes, buffered bike lanes, and new warning and wayfinding signs. It also included new thinking on right-of-way assignment and the design of trail street crossings. In addition, TDG developed bicycle facility design guidelines, recommendations for education and enforcement programs to support and encourage bicycling, and polices for integrating bicycle considerations into all City projects and programs.

St. Louis, MO

St. Louis Bicycle Master Plan

(Toole Design Group)

Toole Design Group served as an expert consultant to for the development of the St. Louis Bicycle Master Plan. The plan incorporates approximately 100 local jurisdictions into a regional vision for accommodating and encouraging bicycling. Major aspects of our work include facilitating a regional committee with many different viewpoints on bicycle issues, and conducting detailed field analysis of over 500 miles of roadways throughout the St. Louis metropolitan area. Toole Design Group produced a detailed implementation plan that includes:

- Future bikeways in a cohesive regional network
- Location specific design treatments

- Range of design treatments including cycle tracks, bike lanes, bike boulevards and shared use facilities
- Phased implementation plan that identifies a list of feasible, short term implementation projects, as well as longer term projects for future years

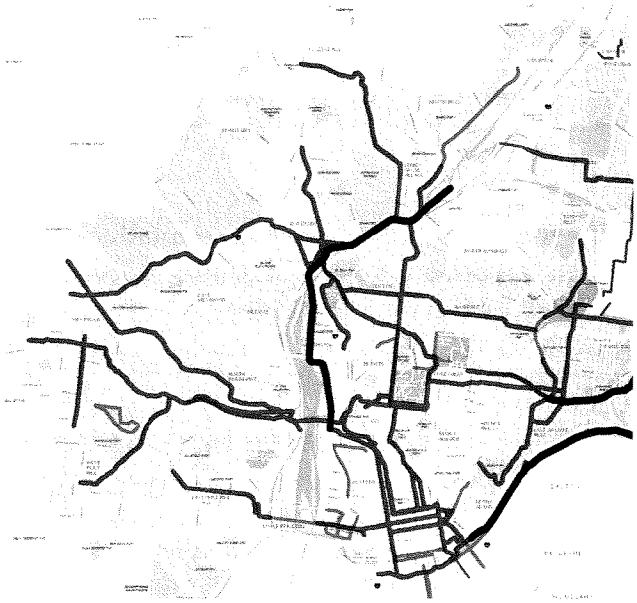
Another major aspect of TDG's work was meeting with key engineering staff of local jurisdictions to discuss the recommendations and ease concerns regarding new facility types that had not been built in this region.

Cincinnati, OH

Cincinnati Bicycle Plan

(Toole Design Group)

Toole Design Group completed a Bicycle Transportation Plan for the City of Cincinnati Department of Transportation and Engineering (DOTE) in June 2010. The project included study of 350 miles of arterial and collector streets and facility recommendations for a 330 mile on-street bikeway network. The Network recommendations also included implementation actions and detailed cost estimates based on the facility recommended and the action required to achieve it. The plan report for the project included recommendations for Safety Education, Encouragement, Enforcement and Evaluation. A series of Maps were generated to document the recommended facilities, actions and 3-phase implementation schedule.



TDG staff worked with local partner KZF Design, to lead a series of public meetings and facilitate other public input opportunities, including an interactive mapping website, online survey and two community bike rides with the consulting team. The public meetings were among the city's most well attended public meetings in recent years and included three special sessions for policy and agency stakeholders, the general public, and those involved in education, encouragement and enforcement programs.

A special presentation of the draft network was made to the DOTE staff to educate the engineering and planning staff about the wide range of bicycle facility types now being used in the US and begin the process of developing full agency buy-in. A project advisory team, which included representatives from leading bicycle advocacy organizations, and City staff, provided strong support throughout the planning process. With this support, TDG was able to complete the project in less than a year; under budget and on-time.

Baltimore, MD

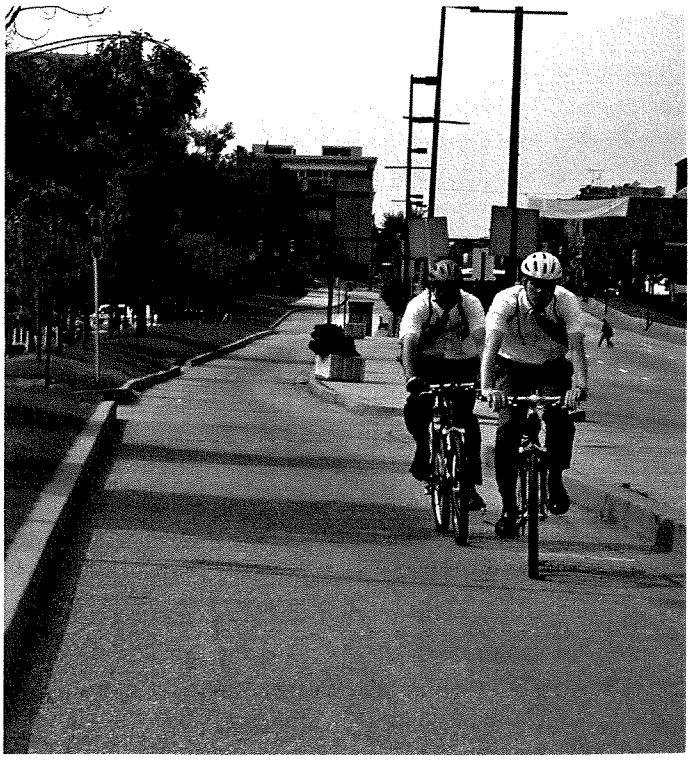
Bicycle Master Plan

(Toole Design Group)

Toole Design Group (TDG) conducted a Bicycle Master Plan project for the City of Baltimore. This project included significant public outreach, the development of a Bicycle Route Network, and a Bicycle Facility Plan that detailed 50 miles of bicycle facilities by type and location.

In addition to the planning components, the Bicycle Master Plan project included a significant design component. TDG developed a Baltimore City Bicycle Facility Design Guide to supplement existing state and federal guidelines and developed re-striping plans for bike lanes on several miles of city streets.

TDG was hired by the City of Baltimore to assist with implementation of the bike plan. This project involves facility design, signage and extensive public outreach.



St. Louis Park , MN

Active Community Living: Sidewalks & Trails

(SRF Consulting)

Physical inactivity has been identified as one of the leading causes of preventable death and disability in the state of Minnesota. Recognizing the significance of this statement, the City of St. Louis Park responded to the challenge by taking the initiative to make public health an element of City planning policy. Working with the City, SRF identified existing conditions, summarized the analysis process, and made recommendations in the form of goals, objectives, and strategies to improve the sidewalk and trail system. Input from members of the community, a Community Advisory Task Force, and City staff were also critical components of the plan.

Ultimately, the City and SRF developed an active living plan that identified key destinations for citizens and created a hierarchy of facilities to provide multiple opportunities for making connections. Suggested improvements include new trails and sidewalks, "road diets," greenways and complete streets elements.

Dallas, TX

Better Block I - Tyler Street

(Streetspace Collaborative)

In the Spring of 2010, streetspace members organized a project called the Better Block, where our team worked with businesses, non-profits, and community leaders to take a blighted strip of older buildings that were filled with vacancies, broken lights, grafitti, disjointed sidewalks, and high traffic speeds entering into the space, and created a vibrant, walkable corridor, complete with street lights, trees, cafe seating, musicians, murals and more. The exercise was meant to show the community and our city leaders that often times the only thing needed to help revive an area is a series of small changes that can help the residents see the potential that had been stripped away over time.

The Better Block project was a chance for us to take the success of that project, and apply that to other blocks that had a similar form, but lacked the landscaping, lighting, and pedestrian friendly streets. Our first Better Block brought out hundreds of people, with long-standing residents marveling over the revisioned street. The comment heard most often was, "How do we make this stay like this?!". Our project took 2 months to plan, and 24 hours to implement. This rapid plan and install is a model that other communities are now looking at due to the success of this project. Dallas city leaders are beginning to look at implementing changes that allow the Better Block fundamentals to remain, and the community of North Oak Cliff is leading a movement that can dramatically revision blighted streets throughout the nation.

9 REFERENCES

We invite you to contact our clients profiled in this section regarding the quality of the Toole Design Group Team's and our staff's professional qualifications. We highlighted several projects that we have worked on with similar scope and scale to that of the Wichita Bicycle Master Plan.

TOOLE DESIGN GROUP, LLC

Cinncinati Bicycle Plan
City of Cincinnati
Melissa McVay, City Planner
City Hall, Room 450
801 Plum Street
Cincinnati, Ohio 45020
513.352.5269

Seattle Bicycle Master Plan
Seattle Department of Transportation
Gina Coffman
700 Fifth Avenue, 37th Floor
P.O. box 34996
Seattle, WA 98124-4996
206.684.3902

St. Louis Bicycle Master Plan
Great Rivers Greenway
Todd Antoine, AICP, Deputy Director of Planning
6174 A Delmar Boulevard
Saint Louis, MO 63112
314.436.7009 ext. 103

SRF CONSULTING, INC.

Regional Trails Master Planning and Design
Three Rivers Park District
Don DeVeau
Director, Planning and Development
3000 Xenium Lane North
Plymouth, MN 55441-2610
763.559.6759

Active Community Living: Sidewalks & Trails
City of St. Louis Park
Kevin G. Locke
Community Development Director
5005 Minnetonka Boulevard
St. Louis Park, MN 55416-2290
952.924.2580

STREETSCAPE COLLABORATIVE

Dallas Pavement to Parks
City of Dallas, Public Works and Transportation
Mesfin Woldeyes, Project Manager
320 E. Jefferson, Blvd., Room 305
Dallas, Texas 75203
214.948.4669

Better Block Tyler Street, Dallas, TX
Dallas District I
Delia Jasso, Councilmember
Dallas City Hall 1500 Marilla Street
Room 5FN
Dallas, TX 75201
214.670.4052

10 CONFLICTS OF INTEREST

ToolеDesignGroup
BOSTON MA • WASHINGTON DC • SEATTLE WA

6525 Belcrest Road
Suite 400
Hyattsville, MD 20782
301.927.1900
301.927.2800 fax

Scott Wadle, Senior Planner
Advanced Plans Division
Wichita-Sedgwick County Metropolitan Area Planning Department
10th Floor, City Hall
455 N. Main Street
Wichita, KS 67202

RE: Conflicts of interest concerning Wichita Bicycle Mast Plan Project

Dear Mr. Wadle,

TDG has conducted an evaluation of personnel assigned to this project to identify relationships between our firms and staff with the City of Wichita and has found that there are no relationships which could lead to a conflict of interest. In the unlikely event that a conflict is discovered, TDG will immediately make the personnel changes necessary to rectify the conflict.

Sincerely,
Toole Design Group, LLC

Jennifer Toole, AICP, ASLA
President

SRF Consulting Group, Inc. | Engineers Planners Designers

April 20, 2011

Scott Wadle, Senior Planner
Advanced Plans Division
Wichita-Sedgwick County Metropolitan Area Planning Department
10th Floor, City Hall
455 N. Main Street
Wichita, KS 67202

Subject: Conflicts of Interest Concerning Wichita Bicycle Master Plan Project

Mr. Wadle:

SRF Consulting Group, Inc. has reviewed our current work projects within the Wichita area and concluded that there are no conflicts of interest concerning the work required for the Wichita Bicycle Master Plan project.

SRF has no personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Wichita City Council or City staff.

Sincerely,
SRF Consulting Group, Inc.

Barry J. Warner, FASLA, AICP
Senior Vice President

www.srfconsulting.com
One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429
An Equal Opportunity Employer

STREET SPACE collaborative

www.StreetSpace.org
andrew@streetspace.org
214-235-7886
408 W. Eighth Street, STE. 103
Dallas, TX 75208

To Whom It May Concern:

To the best of my knowledge and belief, I and my company are involved in no situations or actions that might be regarded as a potential conflict of interest with my anticipated duties as a consultant to the City of Wichita.

Sincerely,

Andrew Howard A.I.C.P.
Partner

TooleDesignGroup

BOSTON MA • WASHINGTON DC • SEATTLE WA

6525 Belcrest Road, Suite 400
Hyattsville, Maryland 20782
p 301.927.1900 f 301.927.2800
www.tooledesign.com

Exhibit C

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

Exhibit D

SCHEDULE OF PAYMENTS

The summary of fees by **PROJECT** component are:

Component		**Fee**
1	**Project Startup and Ongoing Coordination**	*$8,982*
2	**Elaborate Project Goals and Objectives**	*$7,658*
3	**Community and Stakeholder Involvement**	*$48,427*
4	**Citywide Bicycle Network**	$65,016
5	**Prioritized Improvements and Cost Estimates**	$8,326
6	**Policy and Program Recommendations**	$6,912
7	**Funding Sources, Implementation and Next Steps**	*$4,373*
8	**Bicycle Master Plan Report**	*$29,318*
Total fee for labor		*$179,012*
Direct expenses (travel, printing etc.)		$15,837
Overall fee		*$194,849*

The invoicing schedule for the **PROJECT** begins on the following page.

Exhibit D
Schedule of Payments

Invoice No.	1	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
June	2011	1.2 Revise Project Work Plan and Schedule	Revised work plan and schedule	1,087.00
		1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
June	2011	3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Estimated Invoice Total		1,446.00
Invoice No.	2	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
July	2011	1.1 Kick-Off Meeting (July Visit)	Summary notes from kick-off meeting	5,601.00
		1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 2: Elaborate Project Goals and Objectives		
July	2011	2.1 Review Existing Plans, Studies and City Policies	Memorandum summarizing existing vision, goals and objectives related to	4,560.00
		Task 3: Community and Stakeholder Involvement		
July	2011	3.6 Steering Committee Meeting	Summary meeting notes	711.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Expenses		2,484.60
		Estimated Invoice Total		13,715.60
Invoice No.	3	Task Reference	Deliverable	Approx Inv Amount
Aug	2011	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
		3.1 Public Open House #1	Public open house materials completed	
		3.2 Online Survey	Draft of online survey	660.00
Aug	2011	3.3 Online Interactive Map	Draft of interactive map	855.00
		3.4 Focus Group Meetings (5)	Draft list of focus groups; preliminary template for questions	4,688.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Estimated Invoice Total		6,562.00

Exhibit D
Schedule of Payments

Invoice No.	4	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
SEPT	2011	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 2: Elaborate Project Goals and Objectives		
SEPT	2011	2.2 Develop Draft Vision and Goals	Memo with draft vision and goals (prior to public meeting)	2,439.00
		2.3 Finalize Vision and Goals	Memo with final draft vision and goals (after public meeting)	660.00
		Task 3: Community and Stakeholder Involvement		
		3.1 Public Open House #1	Public Open House completed	6,347.00
SEPT	2011	3.4 Focus Group Meetings (5)	Focus groups held; memo summarizing each focus group meeting	4,688.00
		3.6 Steering Committee meeting	Summary meeting notes	711.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Task 4: Citywide Bicycle Network		
SEPT	2011	4.1 Identify Study Network	Map with study network	7,323.00
		Expenses		2,484.60
		Estimated Invoice Total		25,011.60

Invoice No.	5	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
Oct	2011	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
		3.2 Online Survey	Memo with results of online survey	660.00
Oct	2011	3.3 Online Interactive Map	Memo with results of interactive map	855.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Estimated Invoice Total		1,874.00

Invoice No.	6	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
Nov	2011	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
Nov	2011	3.6 Steering Committee meeting	Summary meeting notes	711.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Task 4: Citywide Bicycle Network		
Nov	2011	4.2 Field Data Collection	Field data collection completed	41,003.00
		Expenses		2,484.60
		Estimated Invoice Total		44,557.60

Invoice No.	7	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
Dec	2011	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
Dec	2011	3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Task 4: Citywide Bicycle Network		
Dec	2011	4.3 Field Data Review	Map reflecting field data recommendations	8,989.00
		Estimated Invoice Total		9,348.00

Invoice No.	8	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
Jan	2012	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
Jan	2012	3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Estimated Invoice Total		359.00

Invoice No.	9	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
Feb	2012	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
Feb	2012	3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Task 4: Citywide Bicycle Network		
Feb	2012	4.4 *Recommendations QA/QC*	Revised map reflecting field data recommendations	4,145.00
		Task 5: Prioritized Improvements and Cost Estimates		
Feb	2012	5.1 Preliminary Prioritized List of Improvements	Provide preliminary map that shows projects prioritized by geographic area	4,380.00
		Task 6: Policy and Program Recommendations		
Feb	2012	6.1 Policy Recommendations	Draft list of policy recommendations	1,896.00
		6.2 Program Recommendations	Draft list of program recommendations	1,560.00
		Estimated Invoice Total		12,340.00

Exhibit D
Schedule of Payments

Invoice No.	10	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
Mar	2012	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
Mar	2012	3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Task 5: Prioritized Improvements and Cost Estimates		
Mar	2012	5.2 Cost Estimates	Planning level cost estimates by unit and in aggregate	2,717.00
		5.3 Finalized List of Improvements	Final prioritization map and project list	1,229.00
		Task 6: Policy and Program Recommendations		
Mar	2012	6.1 Policy Recommendations	Final policy recommendations	1,896.00
		6.2 Program Recommendations	Final program recommendations	1,560.00
		Task 7: Funding Sources, Implementation and Next Steps		
Mar	2012	7.1 Identify Implementing Agencies and Next Steps	Agency and next step recommendations	2,400.00
		7.2 Identify Funding Sources	List of funding sources/ideas/recommendations	1,973.00
		Estimated Invoice Total		12,134.00

Invoice No.	11	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
Apr	2012	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
Apr	2012	3.1 Public Open Houses #2	Public Open House completed	6,347.00
		3.6 Steering Committee Meeting	Summary meeting notes	711.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Task 8: Bicycle Master Plan Report		
Apr	2012	8.1 Develop Draft Master Plan Report	Deliver Draft Master Plan Report	17,463.00
		Expenses		2,484.60
		Estimated Invoice Total		27,364.60

Invoice No.	12	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
May	2012	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
May	2012	3.5 Better Block Process	Completed training and report	20,092.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
		Expenses		3,414.00
		Estimated Invoice Total		23,865.00

Invoice No.	13	Task Reference	Deliverable	Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination		
June	2012	1.3 Ongoing Management/Progress Reporting	Monthly invoice and progress report	149.00
		Task 3: Community and Stakeholder Involvement		
June	2012	3.6 Steering Committee meeting	Summary meeting notes	711.00
		3.7 Website Updates	Provide content for City website (upcoming public meetings etc.)	210.00
June	2012	*Task 8: Bicycle Master Plan Report*		
		8.2 Present Draft Bicycle Master Plan	Present Draft Bicycle Master Plan	5,000.00
		Expenses		2,484.60
		Estimated Invoice Total		8,554.60

Invoice No.	14	Task Reference				Deliverable				Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination								
July	2012	1.3 Ongoing Management/Progress Reporting				Monthly invoice and progress report				149.00
		Task 3: Community and Stakeholder Involvement								
July	2012	3.7 Website Updates				Provide content for City website (upcoming public meetings etc.)				210.00
		Task 8: Bicycle Master Plan Report								
July	2012	8.3 Develop Final Master Plan Report				Deliver final maps and master plan report				7,000.00
		Estimated Invoice Total								7,359.00

Invoice No.	15	Task Reference				Deliverable				Approx Inv Amount
		Task 1: Project Startup and Ongoing Coordination								
Aug	2012	1.3 Ongoing Management/Progress Reporting				Monthly invoice and progress report				149.00
		Task 3: Community and Stakeholder Involvement								
Aug	2012	3.7Website Updates				Provide content for City website (upcoming public meetings etc.)				210.00
		Task 8: Bicycle Master Plan Report								
Aug	2012	8.3 Develop Final Master Plan Report				(if needed - final revisions)				
		Estimated Invoice Total								359.00

							SUBTOTAL			179,013.00
							Direct Expenses			15,837.00
							TOTAL			194,850.00

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Amendment to Bonding Resolution (Arena Phase I Project - Wayfinding) (District I)

INITIATED BY: Urban Development

AGENDA: Consent

Recommendations: Approve the amendments and adopt the resolution.

Background: In March of 2009, the City Council entered into a coordination agreement with Sedgwick County for the purpose of implementing certain infrastructure improvements relating to the development of the Intrust Bank Arena. As part of the agreement, the City and County agreed to share the costs of implementing a wayfinding program around the Intrust Bank Arena. The City's portion of the costs was to be paid for by the issuance of Tax Increment Financing (TIF) bonds.

The original Resolution approved by the Council on March 3, 2009, identified Tax Increment Financing as the revenue source to pay for the wayfinding costs. The Resolution, however, identified the incorrect statute for authorizing the use of TIF funds. To finance the City's share of wayfinding improvements it is necessary to amend the resolution and identify the correct statute authorizing the use of Tax Increment Financing.

Analysis: The wayfinding signs are part of the Arena Phase I Project Plan approved by the Council for the improvements around the Intrust Bank Arena prior to its opening. TIF revenue is expected to occur due to the growth in activity generated by the Arena.

Wayfinding installation is complete and the Finance Department is preparing to issue bonds to pay for the City's share of the costs.

Financial Considerations: The proposed amendment provides the City the proper authority to issue debt for payment of the arena wayfinding. The total cost for wayfinding signs is $150,000, of which the City's share, to be paid by TIF, is $75,000.

Legal Considerations: The attached bonding resolution has been approved as to form by the Law Department and includes the corrected statutory references.

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

028001

First Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-144

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AMENDING OPERATIVE SECTION 3 OF RESOLUTION 09-063, AND REPEALING THE PRIOR VERSIONS OF SUCH SECTION.

WHEREAS, the City of Wichita, Kansas (the "City"), adopted Resolution No. 09-063 on March 3, 2009, authorizing the initiation of certain improvements to be financed with tax increment financing bonds; and

WHEREAS, Section 3 of Resolution No. 09-063 established the authority to issue bonds under K.S.A. 13-1024c; and

WHEREAS, bonds issued as full faith and credit tax increment financing bonds are actually authorized under K.S.A. 12-1770 et seq., including specifically K.S.A. 12-1774; and

WHEREAS, the City Council desires to modify Resolution No. 09-063 to include reference to K.S.A. 12-1770, et seq., including K.S.A. 12-1774, as part of the authority for the issuance of bonds to finance the improvements referenced in said Resolution.

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

SECTION 1: Section 3 of Resolution No. 96-063 of the City of Wichita, is hereby amended as follows:

> 3. That the advisability of said improvements and the financing of the costs thereof with full faith and credit tax increment financing bonds is established as authorized by K.S.A. 12-1770 et seq., including specifically K.S.A. 12-1774, and by City of Wichita Charter Ordinance No. 156.

SECTION 2: The original Section 3 of Resolution No. 96-063 of the City of Wichita, Kansas, as the same existed prior to the effective date hereof, is hereby repealed.

SECTION 3: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of June, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Contract for Transit Community Outreach and Input Study (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Authorize the necessary signatures to execute the Contract for professional services with Olsson Associates.

Background: In early 2010, Wichita Transit was presented with the opportunity to work with the University of Kansas (KU) graduate planning students to develop a transit plan that better fits the needs of Wichita and the surrounding communities. The students completed the plan, which, initially, became a vision for Wichita Transit. Although the students did an excellent job, the entire plan is too costly for immediate implementation and is in need of refinement. The plan also lacked community outreach and input.

Analysis: The City of Wichita's Transit Department realized the lack of community input in the University of Kansas (KU) study and suggested community outreach as a first step before moving forward with any plans. Wichita Transit's Advisory Board agreed that community input was needed before next steps could take place. Under direction of the City Manager, Wichita Transit put out a request for proposal for a consultant to assist in community outreach and input. The City of Wichita completed the selection process and chose Olsson Associates as the consultant. Olsson Associates was chosen because of the experience in conducting outreach studies for transit agencies of similar sizes. Olsson Associates were able to meet the schedule required and presented the best overall process for completing the study. A Contract has been negotiated and is ready for approval and execution by the City Council.

Financial Consideration: The Contract is not to exceed the amount of $87,253. The 2011 annual 5307 grant from Federal Transit Administration (FTA) has been awarded and includes planning funds not to exceed $100,000 ($20,000 local match) to support the Community Outreach and Input Study. The contract includes local funds at 20% of the contract amount ($17,451) to be paid out of the Transit Fund.

Goal Impact: The Community Outreach and Input Study 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 Contract as to form.

Recommendation/Actions: The Selection Committee recommends the City Council approve the Contract and authorize the necessary signatures for professional services in compiling a Community Outreach and Input Study.

Attachments: Contract.

CONTRACT FOR PROFESSIONAL SERVICES

Transit Community Outreach Services

This contract entered into on this_____day of _____, 2011 by and between The **CITY OF WICHITA, KANSAS**, a municipal corporation, herein after called **"CITY",** And Olsson Associates Corporation hereafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has determined a need to gather information from the community to provide input and direction to how a future transit system could better fit the needs of Wichita and nearby communities. The **CITY** has solicited a proposal to assist the **CITY** in facilitating a series of community outreach tasks that will engage the community in determining priorities about future transit service options in the community.

WHEREAS, the **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services**. **CONTRACTOR** shall provide to the **CITY** all those services and/or commodities specified in Exhibit B and in its response to proposal which is incorporated herein by this reference the same as if it were fully set forth. The proposal, including all specifications, provided by the **CITY** as part of the proposal shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation**. **CITY** agrees to pay to **CONTRACTOR** the amounts listed in Exhibit C for the community outreach process in accordance to the completion of the contractual milestones, as stipulated in the **CONTRACTOR'S** scope of work.

Contract Not to Exceed the amount of $87,253.

3. **Term**. The term of this contract shall be in effect until December 31, 2011. This contract is subject to cancellation by the **CITY** or **CONTRACTOR** at discretion of either at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other party.

4. **Indemnification and Insurance**.

a. Each Party shall save and hold the other harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by the errors, omissions or negligent acts of itself, 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. **CONTRACTOR** 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:

Employers Liability	$100,000 each accident

The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the **CITY** assumed by the **CONTRACTOR** in the contract documents.

B. Cancellation– Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

5. **Independent Contractor**. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws**. **CONTRACTOR** 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 **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination**. **CONTRACTOR** shall comply with all applicable requirements of the **CITY** 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 here under, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration**. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in 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 contractor represents that he or she is duly authorized by the **CONTRACTOR** to execute this contract, and that the **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHERE OF, the parties have set their hands the day and year first above written.

APPROVED AS TO FORM:

_____ _____

Gary E. Rebenstorf Date
Director of Law

CITY OF WICHITA, KANSAS:

_____ _____

Carl Brewer Date
City Mayor

ATTEST:

_____ _____

Karen Sublett Date
City Clerk

OLSSON ASSOCIATES CORPORATION:

_____ _____

Clyde Prem, AICP Date
Practice Team Leader

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 of1964, as amended: The Equal Employment Opportunity Act of1972; Presidential Executive Orders11246, 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 of1990 and laws, regulations or amendments as may be promulgated there under.

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, etseq.) 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 subcontractor 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, sub-purchase order or sub-agreements or that such provisions will be binding upon each subcontractor or sub-supplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this 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.

EXHIBIT B

Scope of Services

The purpose of this project is to gather information from the community to provide input and direction to how a future transit system could better fit the needs of Wichita and nearby communities. The project approach includes three study phases: 1) identify key transportation needs and desired transit characteristics; 2) develop transit scenarios that respond to the needs identified in the initial public involvement information gathering; and 3) take the concepts developed back out to the public to validate the service concepts. This three phase process will provide an opportunity to educate the public on transit and of the opportunities for the future. The Consultant team process will be iterative and necessitate continuous evaluation and adaptation to be effective.

Task 1: Defining Strategy Focus

Over a two-day period, working with Wichita Transit, the Consultant team will design and implement an effective process that will reach out to the broader community and key stakeholders alike.

1.1 Issues, Goals And Objectives Workshop: The Consulting team will facilitate a two-hour workshop with Wichita Transit and other City officials to identify the driving issues, goals and objectives that will determine the scope of the public process, scope and level of stakeholder participation, and focus its efforts on what will get the job done. In addition, existing reports will be collected and field observations undertaken.

1.2 Public Involvement Plan: Following the workshop, the Consulting team will prepare and present a detailed strategic plan. The plan will include proposed timing, formats, media, and other details of how information will be exchanged with targeted stakeholders, the general public, and the media during the project.

Task 2: Understanding the Audience

Based upon our experience, the Consultant team anticipates development of an outreach effort with an emphasis upon two primary audiences: key stakeholders and the general public. Different tactics are necessary to understand, analyze and engage both audiences.

2.1 Stakeholder Meetings: WT will provide a list of potential key stakeholders. Utilizing available database information provided by Wichita Transit, the Consultant team establishes a stakeholder database for future campaign outreach efforts. This initial list serves as the mailing list for the Stakeholder Focus Groups (see below). It will include contact information for up to 100 contacts. (The stakeholder groups below will be refined

based upon the Driving Issues, Goals and Objectives Workshop.)

- residents
- businesses & economic development groups
- special interest groups, homeowner organizations & community organizations
- agencies & officials
- transportation advocates & environmental groups

The Consultant team will conduct five small group discussions over a one-day period, to talk with key stakeholders about their specific issues and ask them what outreach messages and products they find useful. Each meeting will be one-hour in length with no more than twenty participants each. The Consultant team will develop a short list of general and specific questions to use during the discussion to gather information about transit issues. This gives the Team and Wichita Transit the subjective feedback on key questions, but in a methodology that can be sorted in different ways to find common ground and great ideas for message development.

2.2 Surveys

2.2.1 Non-Rider Community Survey:

The Consultant team will undertake a phone survey of non-transit users in the Wichita area for the purpose of soliciting opinions and perceptions regarding public transit in Wichita. A household survey was completed in 2008. That survey was administered to over 400 households. The results of the survey supported the observed experience that approximately 90 percent of respondents use their own private vehicle for travel. It did indicate that 22% of respondents would use public transportation if it was more convenient, and nearly 50% said that they would consider using it when gas prices increased.

The purpose of an additional survey will be to further explore specific responses to various levels of potential transit service. The survey will provide more detail into what type of service and amenities that the public feels will add to this feeling of "convenience". The survey will also closely tie funding issues with these specific improvement options. The survey will be administered entirely by phone calls or by a combination of mail, phone and the internet.

2.2.2 On-Board Survey of Current Transit Users:

The Consultant team will utilize the 2008 on-board survey of current transit users for the purpose of soliciting opinions and perceptions regarding the current transit service and unmet need. The 2008 Rider Survey provides information on user characteristics, perceptions of current service and riders thoughts on possible service enhancements.

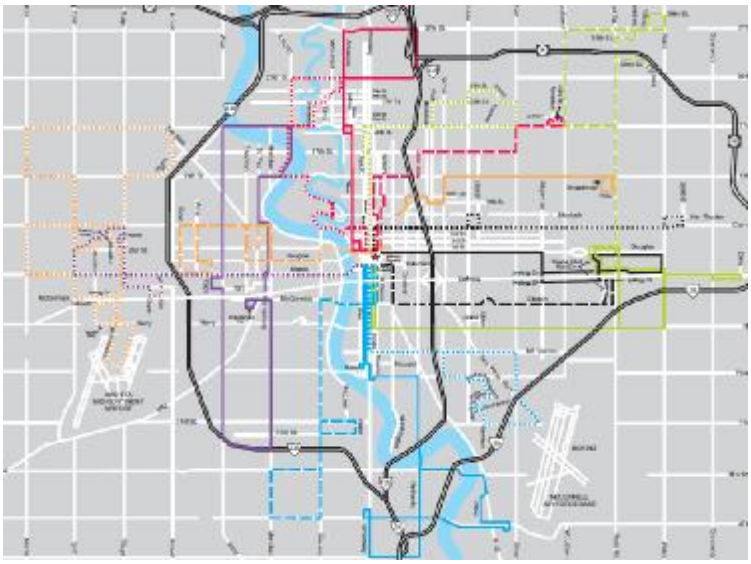
2.3 Analyzing and Understanding the Audience: The Consultant team will assimilate stakeholder-meeting results and analyze the information to determine what each audience thinks, what is important to them, and what barriers exist that this process should challenge. We will prepare a report including the results of this analysis, how to

tailor a message and develop a comprehensive education approach that achieves program issues, goals and objectives.

Task 3: Develop Transit Service Alternatives

The current transit system is primarily a radial system oriented towards downtown. The recent transit survey completed by ETC in 2008 found that this transit system primarily serves the transit dependent – that is persons without private vehicle access or who cannot or choose not to drive.

Existing Fixed Route System



One approach to determining a future transit system was developed by the University of Kansas Department of Urban and Regional Planning. They prepared a Regional Transit Plan that put forward a thorough grid transit system network. A grid system provides for strong coverage of the metropolitan area, but requires transfers, and frequent service to be able to connect those transfers. One difficulty of this type of system is a high operating cost.

3.1 Concept/Service Characteristics Alternatives:
The consultants will review past studies, survey information, the Regional Transit Plan, ridership data and other information. Based on this information and using input received in tasks 1 and 2, a series of transit service scenarios will be developed. The Consultant team will meet with Wichita Transit and the WTAB to obtain input, develop and refine a set of scenarios/variables that could affect transit options. Each scenario developed will include descriptions of service coverage, span of service, service hours and miles, projected ridership and estimated cost.

Task 4: Creating the Message

Following the development of alternatives the Consultant team will develop an effective series of messages that resonate with the audience to engage and motivate them to help achieve your program objectives. Over the course of the campaign, consultant team will design messages to raise general awareness, educate, and solicit feedback, in that order.

Key Elements:
To create messages and design appropirate ways to communicate with the broader community and key stakeholders the Consultant team will complete the following key tasks:

4.1 Program Brand: The Consultant team will develop a "brand" that includes consistent key messages, design, logo, and other graphic elements that will be easy for the public to identify throughout the awareness and education process. The Consultant team will develop up to two logo concepts that will be presented for review and then refine the selected concept for final approval and create artwork in an electronic form.

4.2 Creating the Message: The Consultant team will design a series of messages that raise general awareness, educate the community about key issues and how to get involved and learn about issues.

Task 5: Increasing Awareness & Gaining Feedback on Alternative Approaches

In this portion of the project, we will examine and receive feedback on how each of the scenarios that are developed addresses the idea of improving convenience for the user. Elements that we will investigate will include traditional elements such as frequency and coverage. It will also address the directness of travel, comparison of travel times with auto travel, bus stop/station amenities, and use of new information technology, all of which are elements that could improve convenience. We will also provide an indication of the willingness of various population subgroups to support funding for various system designs and individual service elements.

5.1 Media Relations: The consultant will coordinate with the media at three key project milestones. The Consultant team will prepare three media releases that will provide updates at significant project milestones. Internet-ready versions will be provided in Adobe (PDF) format.

5.2 Project Website: The Consultant team will work with Wichita Transit Information Technology staff to provide one page written text for the WT homepage along with campaign graphics. Additional pdfs will be provided.

5.3 Public Meetings

The consultant team will prepare materials and send out an email to members on the project email list regarding a public meeting. A public meeting will be held at four locations in the Wichita area. WT will assist in identifying locations for the public meeting and help coordinate securing the space. The Consultants will prepare the presentation materials and will coordinate the sign in table, obtain public input and summarize the public input.

5.4 Mindmixer

The Consultant team proposes to use a unique approach to alternative evaluation and public feedback in addition to the traditional methods identified above. It is called mindmixer

- Design and Launch the Site:
  The site will be used for a period of four months.
- Domain Name and Site Hosting:
  Work with Client to identify Project Name, secure URL, and host site for operation through the Term.
- Live Site:
  The Site shall include all aspects of the MindMixer software, including idea submission, idea evolvement, and user voting.
  Up to 5 topics can be submitted per month. Consultant may accept and approve additional topics in its sole discretion.

Task 6 Develop Policy Report

The information developed in Tasks 1 – 5 will be summarized into a policy report. In addition, technical appendices will be provided that will include the survey and other public input received. The policy report will state the priorities identified and list policy considerations, including funding needs, options and level of support.

Task 7: Presentations

A formal presentation will be made to the City Council and other relevant groups toward the end of this project summarizing the findings of the study.

EXHIBIT C

FEE SCHEDULE

		Project Advisor	Project Manager	PI Manager	PI Planner	PBA Associate II	Transit Planner	Clerical OA	
Phase I									
Task 1: Defining Strategy Focus									
1.1 Issues, Goals, And Objectives Workshop		10	16	1	20		16		
1.2 Public Involvement Plan		2	4		17		16	8	
Task 2: Understanding the Audience									
2.1 Stakeholder Meetings			16	1	48				
2.2 Surveys			4				12		
2.3 Analyzing the Audience		2	8	1	16		20		
Task 3. Developing Transit Service Alternatives									
3.1 Evaluate Existing Fixed Route System		2	24				40		
Task 4 Creating the Message									
4.1 Program Brand			2	1	21	56			
4.2 Creating the Message			2	1	12	4			
Task 5 Increasing Awareness & Gaining Feedback									
5.1 Media Relations			2	2	25		8		
5.2 Project Website			4		16	2			
5.3 Public Meetings		8	16		68	12			
5.4 Mindmixer			4				16		
Task 6 Developing a Policy Report									
6.1 Report		4	16				24	4	
Task 7 Giving Presentation									
6.1 Presentation		2	16						
Project Administration									
Project Administration/Meetings		2	4						
Total Hours		32	138	7	243	74	152	12	
Hourly Rates		182	140	105	85	75	75		
Total Fee		$5,824	$19,320	$735	$20,655	$5,550	$11,400	$0	$63,484
Data Collection Sub									
Travel		600 miles at .51/mile			meals $25 per day		6 nights @ $110		$1,319
Misc - printing, etc									$450
Phase I Total									$65,253
Total									$65,253
Mindmixer									$7,000
ETC (Survey)									$15,000
Total									$87,253

EXHIBIT D

TIMELINE

	1	2	3	4	5	6
	July	August	Sept	October	Nov	Dec
Task 1: Defining Strategy Focus						
1.1 Driving Issues, Goals, And Objectives Workshop						
1.2 Strategic Plan						
Task 2: Understanding the Audience						
2.1 Stakeholder Identification & Database						
2.2 Surveys						
2.3 Analyzing and Understanding the Audience						
Task 3. Developing Transit Service Alternatives						
3.1 Evaluate Existing Fixed Route System						
Task 4 Creating the Message						
4.1 Program Brand						
4.2 Creating the Message						
Task 5 Increasing Awareness & Gaining Feedback						
5.1 Media Relations						
5.2 Local Cable Television & Radio						
5.3 Project Website						
5.4 Mindmixer						
Task 6 Developing a Policy Report						
6.1 Report						
Task 7 Giving Presentation						
6.1 Presentation						

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
MAY 2011

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Automatic Teller Machines - Airport	5/7/2012	Intrust Bank NA	Airport Authority	5/8/2007 - 5/8/2010	1 - 1 year option
Janitorial Services for Branch Libraries	5/31/2012	His & Hers Cleaning LLC	Library	3/14/2011 - 5/31/2011	1 - 1 year option
Landscape Maintenance - Transit	5/31/2012	Complete Landscaping Systems, Inc.	Wichita Transit	6/1/2010 - 5/31/2011	1 - 1 year option
Liquid Sulfur Dioxide	5/31/2011	Brenntag Southwest, Inc.	Public Works & Utilities	6/1/2010 - 5/31/2011	2 - 1 year options
Overhead Door Repair	5/31/2012	OH Pace Door Services	Various	6/1/2010 - 5/31/2011	1 - 1 year option
Tires, Pursuit, Light Truck, Medium Truck, Grader, Implement and Fire Apparatus Heavy Truck	5/31/2011	Wiechman-Bush Tire, Inc.	Various	6/2/2009 - 5/31/2010	1 - 1 year option
Tires, Pursuit, Light Truck, Medium Truck, Grader, Implement and Fire Apparatus Heavy Truck	5/31/2011	Kansasland Tire	Various	6/2/2009 - 5/31/2010	1 - 1 year option
Uniforms - Utility for Police and Airport	5/31/2011	Industrial Uniform Company, LLC	Police & Airport	6/1/2009 - 5/31/2010	1 - 1 year option
Uniforms - Fire Recruit	5/31/2011	Baysinger Police Supply, Inc.	Fire	6/21/2010 - 5/31/2011	2 - 1 year options
Wastewater Products for Odor Control	5/31/2012	NRP Group, Inc.	Public Works & Utilities	6/15/2010 - 5/31/2011	1 - 1 year option

PROFESSIONAL CONTRACTS UNDER $25,000
MAY 2011

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT
Poe & Associates Inc.	PO130369	Engineering Consulting	5,500.00
Wichita State University	PO130386	Economic Impact Studies	3,000.00

ANNUAL MAINTENANCE CONTRACTS OVER $25,000
DIRECT PURCHASE ORDERS FOR MAY 2011

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT
GBA Master Series Inc.	DP130371	Administration of Contracts: Summary of Work	$33,935.00

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

SUBJECT: Watershed Protection Plan, Little Arkansas River (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding

Background: On August 24, 1993, the City Council authorized staff to assist in submitting a grant request with the U.S. Environmental Protection Agency (EPA) for a watershed improvement grant for the watershed above Cheney Reservoir. As part of that action the City Council approved the concept of the City assuming part of the cost share necessary to allow landowners to implement "Best Management Practices" (BMPs) in that watershed to protect the health of Cheney Reservoir. The BMPs include terraces and buffer strips along channels. On August 2, 2005, the City Council approved a Memorandum of Understanding (MOU) with the McPherson County Conservation District to assist in funding BMPs in the Little Arkansas River watershed. Subsequent MOUs have been approved since 2006 to provide ongoing funding.

Analysis: The Little Arkansas River is an important component of the City's water supply. Because of its importance as a water supply, efforts have begun to identify water quality problems in the river as well as potential solutions. A task force composed of watershed stakeholders and several governmental agencies has completed a Watershed Restoration and Protection Strategy for the Little Arkansas River.

The intent of the MOU with the McPherson County Conservation District is to provide an incentive to producers within the watershed to install BMPs and to provide up to 100% cost share reimbursement. Eligible projects are approved by the McPherson County Conservation District and funded using an EPA grant administered through the Kansas Department of Health and Environment (KDHE), which provides 50% of the funds with the City providing the other 50%. For innovative practices that are not currently covered under the State's program, the City pays up to 50% of the cost of the improvement or incentive payment, and the remaining costs are the responsibility of the producer.

Financial Considerations: The Wichita Water Utilities 2011 Adopted Operations Budget has allocated $50,000 in 2011 for the Little Arkansas River Watershed project. This will be matched by either the KDHE or participants in the amount of $50,000 for a total budget of $100,000.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a needed water supply.

Legal Considerations: The Memorandum of Understanding has been approved as to form by the Law Department.

Recommended Action: It is recommended that the City Council approve the Memorandum of Understanding and authorize the necessary signatures.

Attachments: Memorandum of Understanding.

Memorandum of Understanding
Between
McPherson County Conservation District
And
The City of Wichita

Purpose: The implementation of certain practices in the Little Arkansas River watershed above the City of Wichita's water intake points has positive impacts on the quality of the water for the City's groundwater recharge project. In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's and the two adjoining watersheds receiving no special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP implementation. In this three year study (2006-2008), atrazine BMP's were implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data has shown significant reductions in concentrations and annual loadings of atrazine in those streams of watersheds where Best Management Practices (BMP's) were implemented. Varying weather conditions over the three year period allowed us to more accurately evaluate these BMP's and predict results for other areas of the watershed. We continue to see tremendous interest and participation in this program. More than 95% of those contacted have implemented atrazine BMP's. EPA has granted a 4B alternative for the three original watersheds. This designation is their recognition of the plan in place by local citizens to reduce atrazine levels in the watershed. It also creates a need to continue the emphasis on BMP implementation and monitoring of water quality changes in these sub-watersheds. The Little Arkansas Watershed Program leadership team intends to continue studying these original watersheds. They also recognize the importance of using these predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's. In 2010, 8235 acres of corn and grain sorghum fields in those vulnerable areas had atrazine BMP's implemented. This is an increase of over 1200 acres from 2009. The total number of acres with atrazine BMP implementation was 24,892 acres in 2010. It is the goal of the LAWP leadership team to include additional vulnerable fields as funding allows. It is the intent of this Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial practices and to provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State Research and Extension (KSRE) or Natural Resources Conservation Service (NRCS), and to establish the procedure by which payments to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of the practices, the producer will receive reimbursement amounting to 50% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursement by having the city of Wichita provide up to a 50% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 50%, or an incentive payment based on KSRE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The

LAWA will review applications for cost reimbursement and will make decisions for approval based on available payments and the impact of implementing specific practices. This MOU will cover cost share practices installed under the FY 2011 program year beginning September 1, 2010 through August 31, 2011.

McPherson County Conservation District Responsibilities:

The District will:

1. Maintain official records relative to farms and, through the LAWP leadership team, determine the producer's eligibility to participate in the LAWP and other official records.

2. Be responsible for maintaining County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.

3. Provide to the City a breakdown of the units (acres, lineal feet, etc.) performed which will include a copy of the CS4 form showing:

    a. Best Management Practice (BMP) applied.
    b. Total of the units applied or completed.
    c. The County Conservation District County Average Cost for the BMP.
    d. Dollar amount eligible for cost-share.
    e. Dollar amount paid by cost-share fund.

4. Administer the cost share amount to the producer for KDHE (EPA 319) LAWP funds.
    a. The total amount of LAWP funds available varies yearly with $100,000 available for FY 2011. This consists of equal amounts of EPA 319 funds ($50,000) and Wichita funds ($50,000).
    b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.

5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.

6. Provide an accounting of the program to all County Conservation Districts in the Little Arkansas Watershed.

City of Wichita Responsibilities:

The City will:

1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).

2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.

3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.

4. Provide funding in the amount up to $50,000 to the Little Arkansas Watershed Program (LAWP) for FY 2011. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.

2. This agreement can be terminated with 60 days written notice of either party.

McPherson County Conservation District	City of Wichita
4-5-2011 Date	Date

Second Reading Ordinances for June 14, 2011 (first read on June 7, 2011)

Approval of Forgivable Loan Agreement, Mid-Continent Instruments. (District II)

ORDINANCE NO. 49-018

An ordinance of the city of Wichita, Kansas, prescribing the form and authorizing the execution of a Forgivable Loan Agreement and promissory note by and between the Golf Warehouse, Inc. and the City of Wichita, Kansas.

29th Street North Improvement, Between Ridge and Hoover. (District V)

ORDINANCE NO. 49-019

An Ordinance amending Ordinance No. 47-973 of the city of Wichita, Kansas declaring 29th St. North, between Ridge and Hoover (472-84691) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvement to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

SUB2009-00062 – Plat of Dugan West Kellogg Commercial Addition located on the south side of Kellogg, east of 135th Street West. (District IV)

ORDINANCE NO. 49-020

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

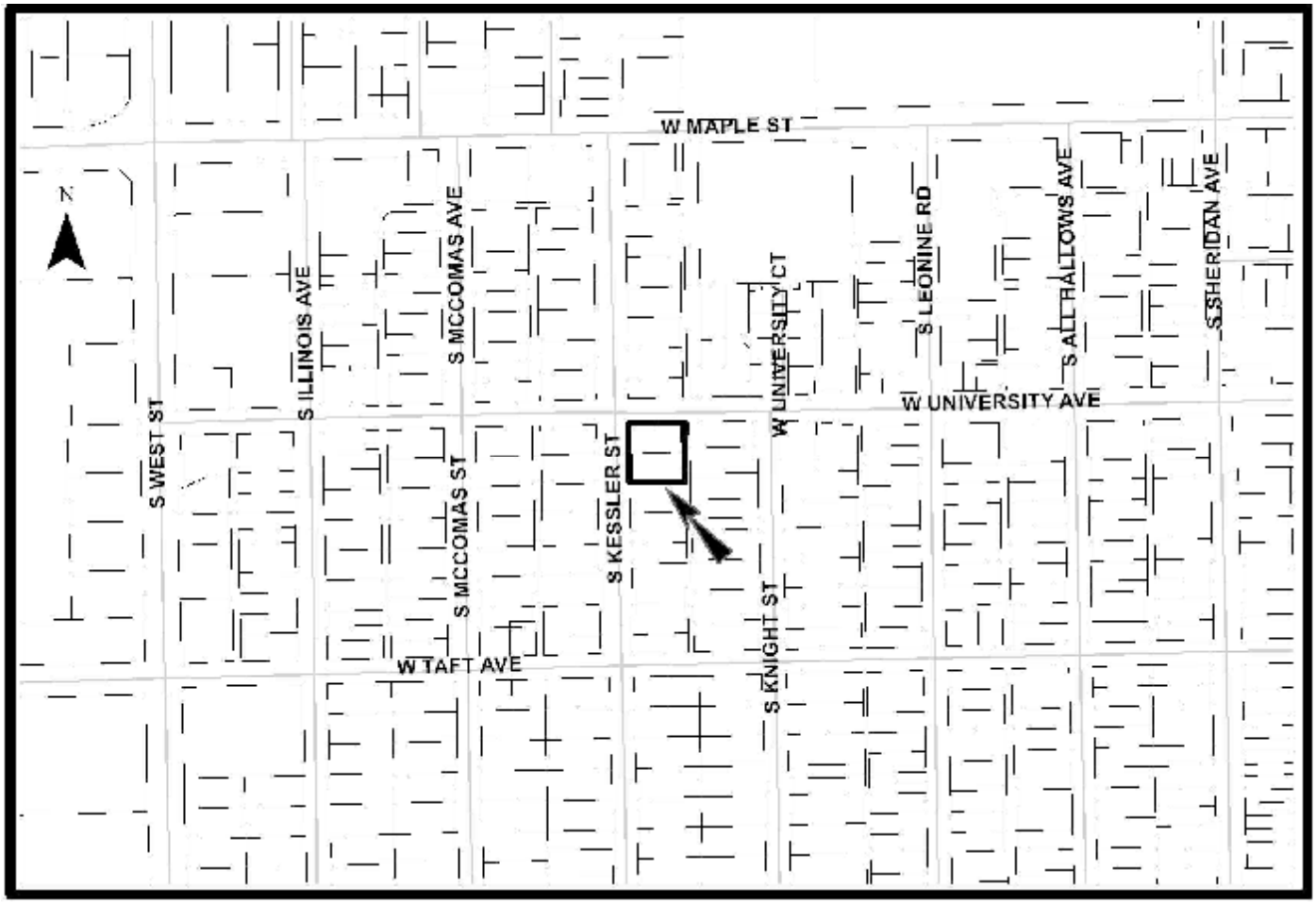
SUBJECT: ZON2011-00008 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located at the southeast corner of the intersection of Kessler Street and University Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, vote (12-0).

MAPD Staff Recommendation: Approve.



Background: The applicant is seeking TF-3 Two-family Residential ("TF-3") zoning for a 0.43-acre platted property, half of which is developed with a single-family residence. The site is currently zoned SF-5 Single-family Residential ("SF-5") and is located on the southeast corner of University Avenue and Kessler Street. The applicant proposes to develop the site with a duplex. The *Unified Zoning Code* (UZC) defines a duplex as a lot used for "…two principal dwelling units within a single building." The code permits building heights up to 35 feet in the TF-3 district, which is the same maximum height allowed in the SF-5 district. If the request was to be approved, the existing single lot would allow only one duplex structure with two living units or one single-family structure (permitted by right as TF-3 residential uses); however, it is possible to replat or lot split the existing 0.43-acre (or 18,730 square-foot) lot into three 6,243 square-foot lots that could allow three duplex structures (3,000 square-foot minimum lot area per dwelling unit for duplex). Even as currently zoned, the property could be lot split into more than one single-family lot (5,000 square-foot minimum lot area for single-family in SF-5).

Property immediately surrounding the site to the north, south, east and west is zoned SF-5 and is developed with primarily single-family residences. A SF-5 zoned property to the west of the subject site is actually developed with a duplex, while property located approximately 180 feet to the northeast of the subject site is zoned TF-3 and is also developed with duplexes. At the November 18, 2010, Metropolitan Area Planning Commission (MAPC) meeting, the Commission approved a rezone request of SF-5 to TF-3 at the corner of All Hallows Avenue and University Avenue, which is located just three blocks east of the subject site.

Analysis: At the MAPC meeting held May 12, 2011, the MAPC voted (12-0) to recommend approval of the request for TF-3 zoning. The case was approved through a consent vote since no one was present to voice concerns on the request. No protests have been received during the subsequent two-week protest period.

Financial Considerations: There are not any financial considerations in regards to the zoning request.

Goal Impact: Approval of this request will promote the City's goal of Economic Vitality.

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

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachments:

- Ordinance
- MAPC Minutes

OCA 150004

ORDINANCE NO. 49-021

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. ZON2011-00008

Zone change request from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3") on properties described as:

Lots 2, 4, 6, 8, 10 and 12; Block 8; Quincy Addition, Wichita, Sedgwick County, Kansas; generally located at the southeast corner of the intersection of S. Kessler St. and W. University Ave.

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 21st day of June, 2011.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

EXCERPT MINUTES OF THE MAY 12, 2011 METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-08 - BATC, LLC c/o: Tim Chadd (Owner/Applicant) request a City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lots 2, 4, 6, 8, 10 and 12; Block 8; Quincy Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking TF-3 Two-family Residential ("TF-3") zoning for a 0.43-acre platted property, half of which is developed with a single-family residence. The site is currently zoned SF-5 Single-family Residential ("SF-5"), and is located on the southeast corner of University Avenue and Kessler Street. The applicant proposes to develop the site with a duplex. The *Unified Zoning Code* (UZC) defines a duplex as a lot used for "…two principal dwelling units within a single building." The code permits building heights up to 35 feet in the TF-3 district, which is the same maximum height allowed in the SF-5 district. If the request were to be approved, the existing single lot would allow only one duplex structure with two living units or one single-family structure (permitted by right as TF-3 residential uses); however it is possible to replat or lot split the existing 0.43-acre (or 18,730 sq. ft.) lot into three 6,243 sq. ft. lots that could allow three duplex structures (3,000 sq. ft. minimum lot area per dwelling unit for duplex). Even as currently zoned, the property could be lot split into more than one single-family lot (5,000 sq. ft. minimum lot area for single-family in SF-5).

Property immediately surrounding the site to the north, south, east and west is zoned SF-5, and developed with primarily single-family residences. A SF-5 zoned property to the west of the subject site is actually developed with a duplex, while property located approximately 180 feet to the northeast of the subject site is zoned TF-3, and is developed with duplexes. At the November 18, 2010, MAPC meeting, the Commission approved a rezone request of SF-5 to TF-3 at the corner of All Hallows Avenue and University Avenue, which is located just three blocks east of the subject site.

CASE HISTORY: The property is platted as Lots 2, 4, 6, 8, 10 and 12, Block 8, Quincy Addition, which was recorded March 5, 1887.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residence
SOUTH:	SF-5	Single-family Residence
EAST:	SF-5	Single-family Residence
WEST:	SF-5	Single-family Residence and Duplex

PUBLIC SERVICES: The subject property has frontage along Kessler Street (west side of property), a two-lane, paved, local street without traffic counts. Along the north side of the property runs West University Avenue, a two-lane, paved, collector without traffic counts. Public water and sewer service are currently available to the subject property.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities,

churches, playgrounds, parks and other similar residential-serving uses may also be found in this category.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property immediately surrounding the site to the north, south, east and west is zoned SF-5, and developed with primarily single-family residences. A SF-5 zoned property to the west of the subject site is actually developed with a duplex, while property located approximately 180 feet to the northeast of the subject site is zoned TF-3, and is developed with duplexes. At the November 18, 2010, MAPC meeting, the Commission approved a rezone request of SF-5 to TF-3 at the corner of All Hallows Avenue and University Avenue, which is located just three blocks east of the subject site.

2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed with a single-family residential use under the current zoning.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would double the density at which the site could be developed. The affect on nearby residents could be increased traffic. However, single-family residences typically generate more traffic per unit than two-family residences.

4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category.

5. **Impact of the proposed development on community facilities:** Traffic on the existing residential street could increase as a result of the proposed development. The site currently has a curb cut for access to West University Avenue, a classified collector.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved**, KLAUSMEYER** seconded the motion, and it carried (12-0).

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

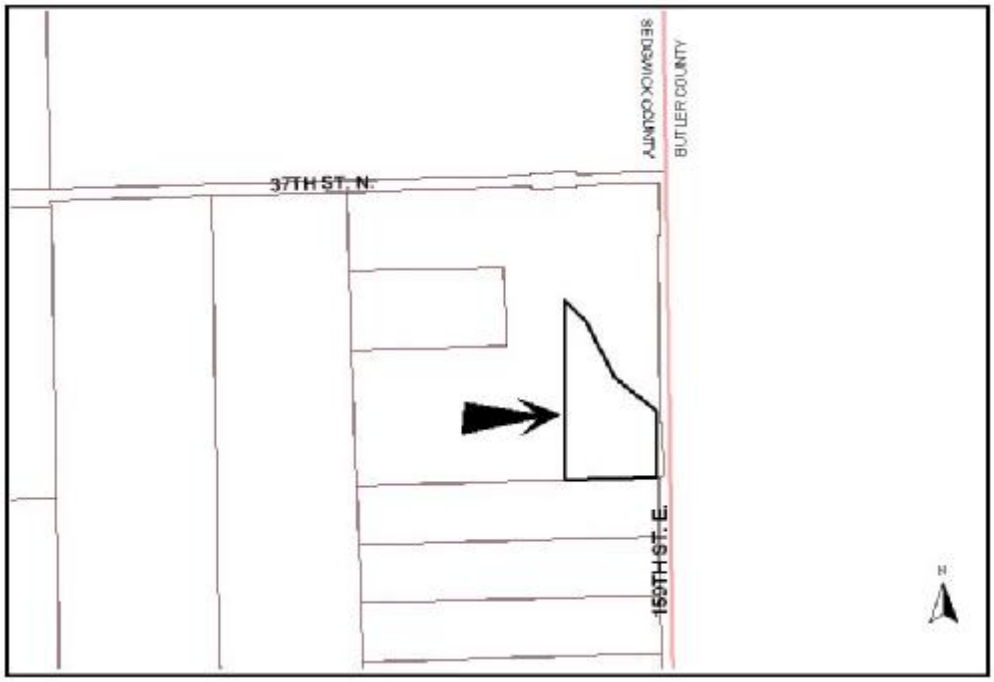
SUBJECT: SUB2011-00009 -- Plat of Hanna 2nd Addition located south of 37th Street North, on the west side of 159th Street East. (County)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of one lot on 5 acres, is zoned RR Rural Residential and is located in the County within three miles of Wichita's corporate boundary.

Analysis: The site has been approved by County Code Enforcement for the use of on-site sanitary sewer and water facilities. As requested by the City of Wichita Public Works and Utilities Department, a No Protest Petition for future sewer services has been submitted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

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

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The No Protest Petition has been approved as to form by the Law Department and will be recorded by the Register of Deeds.

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

Attachments: No Protest Petition

NO PROTEST PETITION

THIS AGREEMENT made and entered into this 19 day of May, 2011, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Carl R. and Pamala J. Hanna, 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, Owner is the owner of real property legally described as Lot 1 Block 1 Hanna Second Addition to Sedgwick County, Kansas; and

WHEREAS, 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 improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq..

NOW, THEREFORE, the parties hereto agree as follows:

1. Owner, on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of Sanitary Sewer Extension by City, but nothing contained herein shall be deemed to be a waiver by Owner of his 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.

2. 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.

IN WITNESS WHEREOF, said parties have set their hand this 19 day of May, 2011.

Owner(s) please sign, then type or print name below signature:

Carl R Hanna
Carl R. Hanna

Pamala J. Hanna
Pamala J. Hanna

CITY OF WICHITA

By _____
MAYOR

STATE OF KANSAS)
SEDGWICK COUNTY) SS

BE IT REMEMBERED that on this 19 day of MAY, 2011, came Carl R. Hanna and Pamala J. Hanna to me personally known to be the same persons who executed the foregoing instrument of writing, and said persons duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 19 day of May, 2011.

Jennifer Lynn Wilson
Notary Public - State of Kansas
My Appt. Expires 5-4-15

Jennifer Lynn Wilson
Notary Public

My Commission expires 5-4-15

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

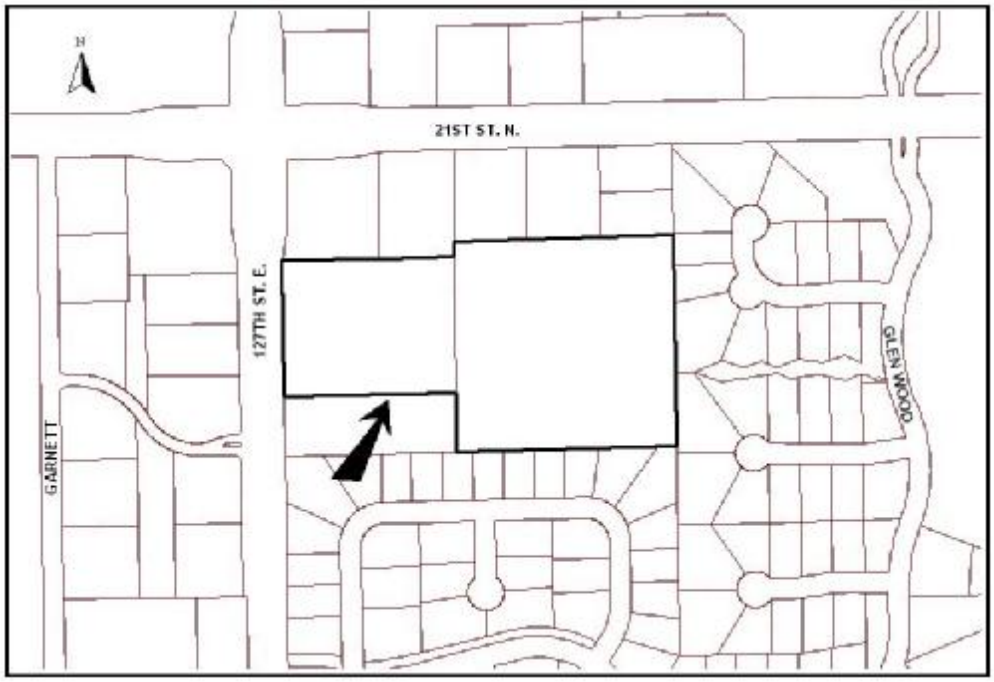
SUBJECT: SUB2011-00021 -- Plat of Reeds Cove Medical Campus Addition located on the east side of 127th Street East, south of 21st Street North (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site, consisting of 5 lots on 11.89 acres, is a replat of a portion of the Reed Commercial Addition. The site is located within Wichita and is zoned LC Limited Commercial. The site is subject to the Reed Commercial Addition Community Unit Plan CUP DP-222.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for water, sewer, drainage and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance of the reserves. The applicant has submitted a Notice of Community Unit Plan (CUP) Certificate identifying the approved CUP and the special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

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

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Certificate of Petitions, Restrictive Covenant, Notice of Community Unit Plan and Resolutions have been approved as to form by the Law Department and will be recorded by the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petitions
Restrictive Covenant
Notice of Community Unit Plan
Resolutions

NOTICE OF COMMUNITY UNIT PLAN
(REEDS COVE MEDICAL CAMPUS) (DP-222)

THIS NOTICE made this 18 day of May, 2011, by (Matthew Lillie, Member, Physicians Development Group, LLC, a Kansas limited liability company) hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Lots 1, 2, 3, 4 and 5, Block 1,
Reeds Cove Medical Campus

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick Coutny Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan (REEDS COVE MEDICAL CAMPUS - DP-222) has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1, 2, 3, 4 and 5, Block 1, Reeds Cove Medical Campus.

EXECUTED the day and year first written above.

By:

Physicians Development Group, LLC,
a Kansas limited liability company

Matthew Lillie, Member

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 18 day of May, 2011, by Matthew Lillie, Member, on behalf of Physicians Development Group, LLC, a Kansas limited liability company.

Barbara J Rice
Notary Public

Approved as to form:

Barbara J Rice
Notary Public State of Kansas
My Appt Expires 4-10-2014

_____.
Gary E. Rebenstorf, Director of Law

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, Matthew Lillie, Member of Physicians Development Group, LLC, a Kansas limited liability company, owner of Reeds Cove Medical Campus, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Sanitary Sewer Improvements
3. Water Distribution System
4. Storm Water Drain

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Reeds Cove Medical Campus, an Addition to Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 9 day of May, 2011.

Physicians Development Group, LLC,
a Kansas limited liability company

Matthew Lillie, Member

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 9th day of May, 2011, by Matthew Lillie, Member, on behalf of Physicians Development Group, LLC, a Kansas limited liability company.

Barbara J Rice
Notary Public

Barbara J Rice
Notary Public State of Kansas
My Appt Expires 4-10-2014

RESTRICTIVE COVENANT

This covenant, executed this 9 day of May, 2011.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Reeds Cove Medical Campus, an Addition to Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserve being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Reeds Cove Medical Campus, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserve A, Reeds Cove Medical Campus, an Addition to Wichita, Sedgwick County, Kansas, shall be the responsibility of Physicians Development Group, LLC, a Kansas limited liability company, until such time that a lot owners association is formed and charged with maintenance responsibilities of said Reserve.

2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserve situated in Reeds Cove Medical Campus, an Addition to Wichita Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserve from becoming a nuisance, may enter upon said Reserve and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserve situated in Reeds Cove Medical Campus, an Addition to Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserve. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

Physicians Development Group, LLC,
a Kansas limited liability company

Matthew Lillie, Member

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 9th day of May, 2011, by Matthew Lillie, Member, on behalf of Physicians Development Group, LLC, a Kansas limited liability company.

Barbara J Rice
Notary Public

Approved as to form:

Barbara J Rice
Notary Public State of Kansas
My Appt Expires 9-16-2014

Gary E. Rebenstorf, Director of Law

132019

First Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-145

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90527 (EAST OF 127TH ST. EAST, SOUTH OF 21ST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90527 (EAST OF 127TH ST. EAST, SOUTH OF 21ST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Water Distribution System Number 448-90527 (East of 127th St. East, south of 21st).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Nine Thousand Dollars ($49,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2011, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Thirteen Thousand Four Hundred Sixty-Six Dollars ($13,466)

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

REEDS COVE MEDICAL CAMPUS ADDITION
Lots 1 through 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 and 5, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 3/20 of the total cost of the improvement district; Lots 2 and 4, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 2/20 of the total cost of the improvement district; Lot 3, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall pay 10/20 of the total cost of the improvement district.

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

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

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

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

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

SECTION 9. 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 14th day of June, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-146

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 10, MAIN 14, FOUR MILE CREEK SEWER (EAST OF 127TH ST. EAST, SOUTH OF 21ST) 468-84764 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 10, MAIN 14, FOUR MILE CREEK SEWER (EAST OF 127TH ST. EAST, SOUTH OF 21ST) 468-84764 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 10, Main 14, Four Mile Creek Sewer (east of 127th St. East, south of 21st) 468-84764.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Three Thousand Dollars ($33,000) 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 May 1, 2011, exclusive of the costs of temporary financing.

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

REEDS COVE MEDICAL CAMPUS ADDITION
Lots 1 through 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 and 5, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 3/20 of the total cost of the improvement district; Lots 2 and 4, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 2/20 of the total cost of the improvement district; Lot 3, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall pay 10/20 of the total cost of the improvement district.

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

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

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

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

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

SECTION 9. 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 14th day of June, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-147

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 377 (EAST OF 127TH ST. EAST, SOUTH OF 21ST) 468-84765 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 377 (EAST OF 127TH ST. EAST, SOUTH OF 21ST) 468-84765 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 377 (east of 127th St. East, south of 21st) 468-84765.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Three Hundred Thirty-One Thousand Dollars ($331,000) 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 May 1, 2011, exclusive of the costs of temporary financing.

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

REEDS COVE MEDICAL CAMPUS ADDITION
Lots 1 through 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 and 5, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 3/20 of the total cost of the improvement district; Lots 2 and 4, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 2/20 of the total cost of the improvement district; Lot 3, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall pay 10/20 of the total cost of the improvement district.

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

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

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

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

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

SECTION 9. 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 14th day of June, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 17, 2011

RESOLUTION NO. 11-148

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON 127TH ST. COURT EAST, FROM THE EAST LINE OF 127TH ST. EAST, EAST TO AND INCLUDING CUL-DE-SAC (EAST OF 127TH ST. EAST, SOUTH OF 21ST) 472-84998 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON 127TH ST. COURT EAST, FROM THE EAST LINE OF 127TH ST. EAST, EAST TO AND INCLUDING CUL-DE-SAC (EAST OF 127TH ST. EAST, SOUTH OF 21ST) 472-84998 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on 127th St. Court East, from the east line of 127th St. East, east to and including cul-de-sac (east of 127th St. East, south of 21st) 472-84998. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Seventy-Seven Thousand Dollars ($177,000) 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 May 1, 2011, exclusive of the costs of temporary financing.

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

REEDS COVE MEDICAL CAMPUS ADDITION
Lots 1 through 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 and 5, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 3/20 of the total cost of the improvement district; Lots 2 and 4, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall each pay 2/20 of the total cost of the improvement district; Lot 3, Block 1, REEDS COVE MEDICAL CAMPUS ADDITION shall pay 10/20 of the total cost of the improvement district.

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

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

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

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

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

SECTION 9. 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 14th day of June, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
June 14, 2011

TO: Mayor and City Council

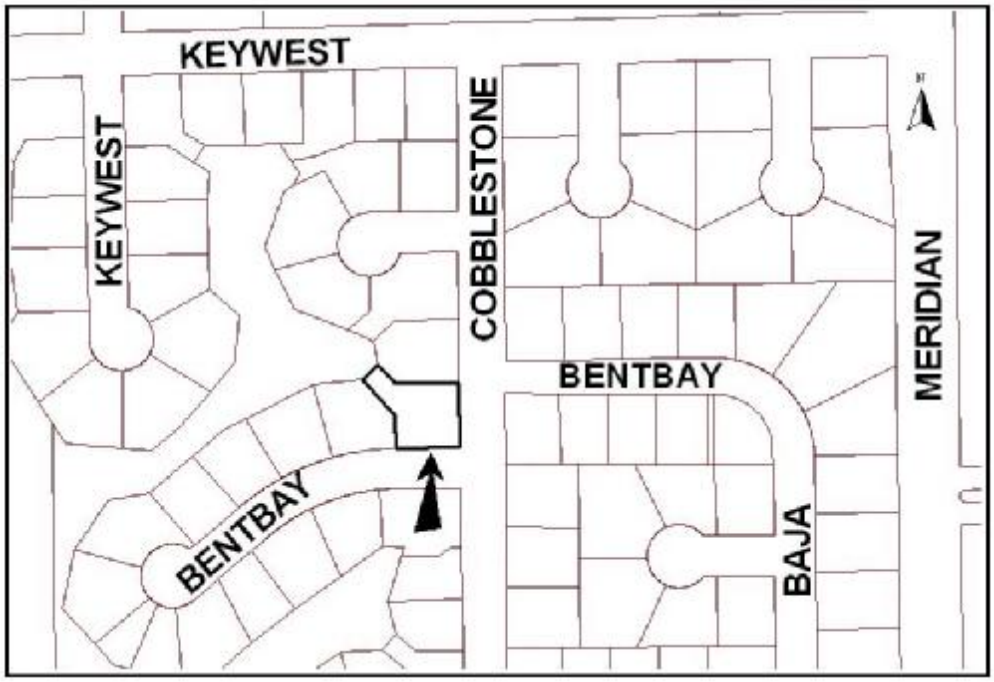
SUBJECT: SUB2010-00059 -- Plat of Moorings Addition Replat Reserve B located south of 53rd Street North and west of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site, consisting of one lot on .28 acres, is a replat of Reserve B of the Moorings Addition. The site is located within Wichita's city limits and is zoned SF-5 Single-family Residential. The site is subject to the Moorings Addition Residential Community Unit Plan (CUP DP-78). The applicant has submitted a Notice of Community Unit Plan. A Restrictive Covenant has been provided regarding removal of an abandoned water pipe.

Analysis: Sewer and water services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

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

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Notice of Community Unit Plan and Restrictive Covenant have been approved as to form by the City's Law Department and will be recorded with the Register of Deeds by the applicant.

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

Attachments: Notice of Community Unit Plan
Restrictive Covenant

COPY

NOTICE OF COMMUNITY UNIT PLAN

MOORINGS ADDITION REPLAT RESERVE B

THIS NOTICE made this 15 day of February, 2011, by The Moorings Home Owners Association, a Kansas not-for-profit corporation, hereinafter called "Declarant".

WITNESSETH

WHEREAS, declarant is the owner of all or a portion of the following described property:

Moorings Addition Replat Reserve B, to Wichita, Sedgwick County, Kansas.

WHEREAS, declarant is desirous to file notice that a community unit plan approved by the Wichita City council is on file with Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316)268-4421.

NOW, THEREFORE, the declarant wants to make notice that the approved C.U.P. (DP-78) has placed restrictions on the use and requirements on the development of the above described real property. The community unit plan shall be binding to the owners, their heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to Moorings Addition Replat Reserve B, to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

THE MOORINGS HOME OWNERS ASSOCIATION, a Kansas not-for-profit corporation

By: _____, President
Richard W. Hula, President

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
By: City of Wichita, Kansas

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 15th day of February, 2011, before me a Notary Public in and for said State and County, came Richard W. Hula, President, The Moorings Home Owners Association, a Kansas not-for-profit corporation to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2013

Notary Public: Cynthia A. Womack

My Appointment Expires: 2/7/2013

COPY

RESTRICTIVE COVENANT

This covenant, executed this 17th day of May, 2011.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Moorings Addition Replat Reserve B, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding removal of an existing abandoned water transmission pipe located on Lot 1, Block 1of said addition.

NOW, THEREFORE, in consideration of endorsement and approval of the replat above described, the undersigned does hereby subject Lot 1, Block 1, Moorings Addition Replat Reserve B, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions:

1. No habitable structure shall be placed or constructed on any portion of said Lot 1, Block 1 until such time that the existing abandoned water pipe has been satisfactorily removed or otherwise plugged and filled per requirements established by the City Engineer for the City of Wichita and per written approval by the City of Wichita governing body, with such work to be done at owner expense, and without contribution or reimbursement from the City of Wichita.

2. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita governing body. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its authorized and lawful act and deed upon this 17th day of May, 2011.

THE MOORINGS HOME OWNERS ASSOCIATION,
A Kansas Not for Profit Corporation

By: Curtis W. Peck, President

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 17th day of May, 2011, before me a Notary Public in and for said State and County, came, Curtis W. Peck President, The Moorings Home Owners Association, a Kansas Not for Profit Corporation, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same to be the authorized act of the corporation. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public: Nancy L. Stahl

My Appointment Expires: October 13, 2013

NOTARY PUBLIC OFFICIAL SEAL STATE OF KANSAS

NANCY L. STAHL
MY COMMISSION EXPIRES
October 13, 2013

Agenda Item No. II-18

City of Wichita
City Council Meeting
June 14, 2011

To: Mayor and City Council

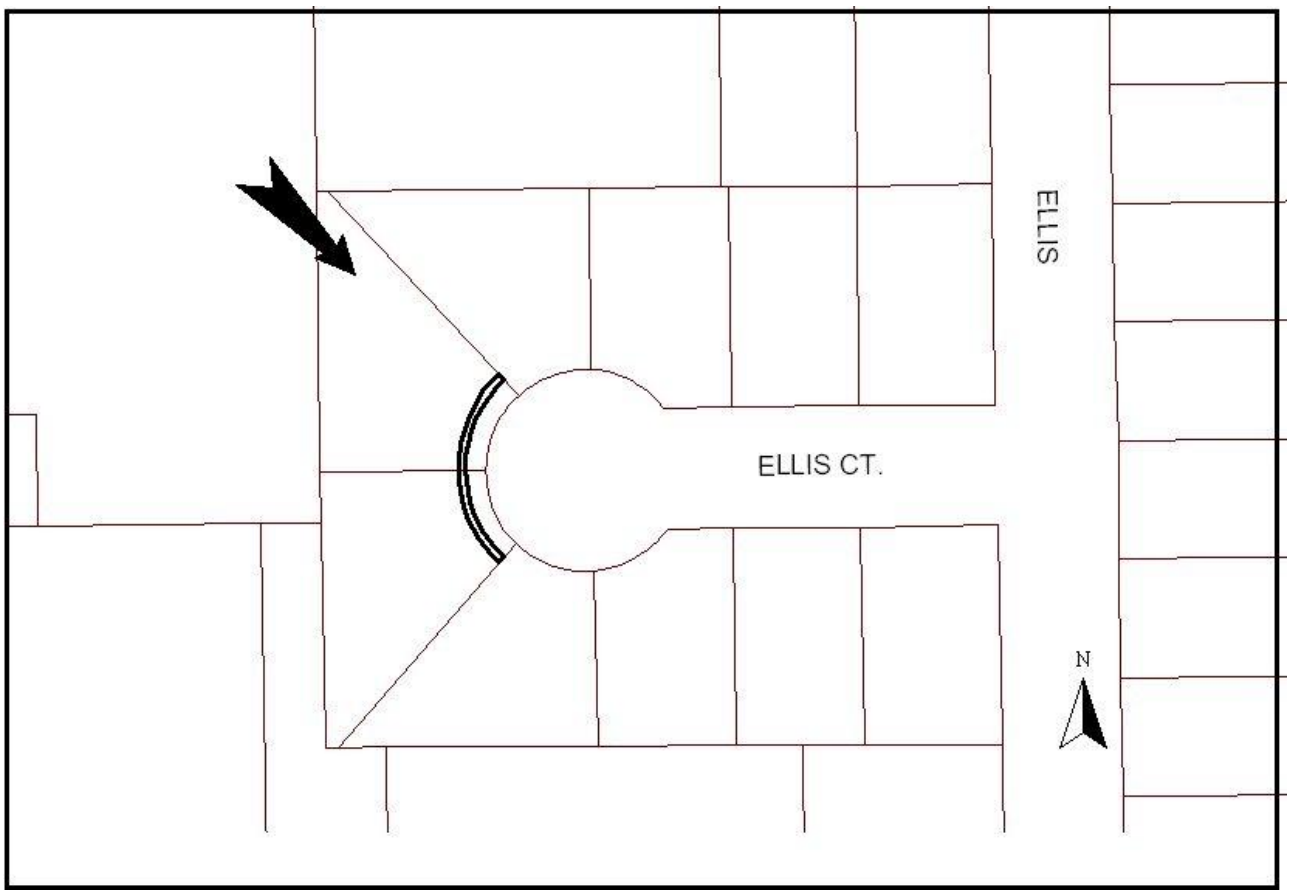
Subject: VAC2011-00010 - Request to a portion of a platted setback; generally located west of Hydraulic Avenue, south of 43rd Street South. (District III)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



Background: The applicant proposes to vacate the west 5 feet of the platted 25-foot front yard setback that runs parallel to the east lot line of Lots 10 and 11, Block 2, Carol Jean 2nd Addition. The lots are zoned SF-5 Single-family Residential ("SF-5"). The Unified Zoning Code's minimum front yard setback for the SF-5 zoning district is 25 feet. The applicant is requesting a reduction of the front yard setback to 20 feet. If the setback was not platted the applicant could request an Administrative Adjustment that would reduce the SF-5 zoning district's minimum 25-foot front yard setback by 20 per cent, resulting in a 20-foot front yard setback. Reduction beyond the 20-foot front yard setback would require a variance, which is a separate public hearing process. There are no easements or utilities within the described portion of the platted setback. The relatively small size of the two lots and their shape, which is impacted by their location at the end of the cul-de-sac on Ellis Court, plus 30 feet of platted easement located in their back yards make these lots, tight sites for development. The Carol Jean 2nd Addition was recorded with the Register of Deeds on October 20, 1983.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

Attachments: None.