Table of Contents

Agenda 5
Revisions to Community Improvement District Policy.
Agenda Report II-1 14
Appeal to Health Officer Decision regarding Animal Maintenance Permit (AMP) #25797, Multiple Horses at 759 North Eisenhower. (District V)
Agenda Report No. III-1 17
Aerial Map 19
Hayden Letter 20
Permit Application 22
Letter from Attorney 23
Permit 24
Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)
Agenda Report No. III-2 25
Ordinance No. 48-911 27
Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)
Agenda Report No. III-3 33
Ordinance No. 48-912 35
Public Hearing and Issuance of Industrial Revenue Bonds, The Coleman Company. (District I)
Agenda Report No. III-4 42
Ordinance No. 48-913 44
Public Hearing to Consider Request for De-annexation of Land.
Agenda Report III-5 51
Ordinance No. 48-914 52
Notice of Hearing 54
Petition 55
Contract Renewal with Go Wichita Convention & Visitors Bureau 2011.
Agenda Report III-6 57
Contract with Attachment A and B 59
Contingency Sponsorships Exhibit C 77
HUD Consolidated Plan/Third Program Year Action Plan Funding Categories.
Agenda Report No. III-7 78
Grants Review Committee Appointments.
Agenda Report No. III-8 80
GRC Appointments 2011 81
Lincoln Street Bridge and Dam Improvements. (Districts III and IV)
Agenda Report No. III-9 CIP, and Amending Resolution No. 10-312 82
Wholesale Water Agreement-Rural Water District No. 3.

Agenda Report No. III-10, Agreement, and Attachments 1 and 2 85
Map 96
An Ordinance Amending Sections 5.37.033, and 5.37.035 of the Code of the City of Wichita, Kansas, Pertaining to Graffiti and Repealing the Original of Sections 5.37.033 and 5.37.035.
Agenda Report No. III-11 97
Ordinance No. 48-915 98
Delineated Ordinance 104
Comprehensive Cost of Service Analysis.
Agenda Report No. III-12 106
Contract 107
2011 Special Liquor Tax Fund Allocations and Requests for Proposals (RFPs).
Agenda Report No. III-13 123
Liquor Tax Attachment 126
CON2010-00017 – City Conditional Use to permit the construction of a Communication Tower for Unified School District (“USD”) 259 at Dodge Elementary School; generally located at the southwest corner of the intersection of West 2nd Avenue and Anna Street. (District IV)
Agenda Report No. IV-1 133
Resolution No. 10-313 137
CON2010-17 Background Material 139
*SUB2010-00017 -- Plat of Freund Addition located on the west side of 151st Street West, north of 45th Street North. (County)
Agenda Report No. V-1 148
*SUB2010-00045 -- Plat of McDonald’s Addition located north of Central and on the west side of Hillside. (District I)
Agenda Report No. V-2 149
*VAC2010-00021 - Request to vacate a portion of a platted easement; generally located south of Harry Street, west of Seneca Street. (District IV)
Agenda Report No. V-3 150
*VAC2010-00022 - Request to vacate a portion of a platted alley; generally located between 15th & 16th Streets North and Broadway Avenue and Market Street. (District VI)
Agenda Report No. V-4 152
*VAC2010-00030 - Request to vacate a portion of platted complete access control; generally located at the northeast corner of 21st Street North and Hoover Road. (District V)
Agenda Report No. V-5 154
*1761 and 1801 Airport Road Parking Lot Improvements - Change Order No. 2 - Wichita Mid-Continent Airport.
Agenda Report No. IX-1 156
Change Order 157
*Mid-Continent Drive and Bridge Rehabilitation - Change Order No. 1 - Mid-Continent Airport.
Agenda Report No. IX-2 175

Change Order 176
*Southwest Detention Basin - Change Order No. 1 - Colonel James Jabara Airport.
Agenda Report No. IX-3 181
Change Order 182
Preliminary Estimates. (See Attached)
Preliminary Estimates 188
Petitions for Street Paving and Water Improvement in The Woods Addition, east of 151st Street West, north of Maple. (District V)
Agenda Report No. XII-3a and CIPs 189
Resolution Nos. 10-314 through 10-319 196
Map and Petitions 208
Statements of Costs.
Statement of Costs 236
Community Event - Frosty 5K. (District VI)
Agenda Report No. XII-5a 237
Renewal of Contract: Victims' Rights Services.
Agenda Report No. XII-6a 238
Agreement 239
Change Order No. 1: Harry Street Improvement, between Greenwich and 127th Street East. (District II)
Agend Report No. XII-7a and Change Order 253
Change Order No. 1: 31st Street South Bridge at Glenn Street. (District IV)
Agenda Report No. XII-7b and Change Order 256
Partial Acquisition for Right-of-Way at 127th Street East and Kellogg for the Kellogg Improvement Project. (District II)
Agenda Report No. XII-8a 259
Aerial Map, Agreement, and Exhibits 260
Acquisition of a Power Line Easement at the Southwest Corner of 87th Street West and 117th Street North for the Integrated Local Water Supply Plan. (County)
Agenda Report No. XII-8b 280
Easement Purchase Contract and Map 281
Acquisition of 1358 North Green for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
Agenda No. XII-8c 285
Contract for Conveyance, Tract Map, and Aerial Map 286
2010 OCI Budget Adjustments
Agenda Report No. XII-10 290
Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer regarding the demolition of 1619 N. Fairmount.
Agenda Report No. XII-11 291
MOU Attachment 293
Contract Amendment, Catholic Charities, Inc.

Agenda Report No. XII-12 299
Contract Amendment 300
Equus Beds funding Addendum No. 2 with Kansas Water Office.
Agenda Report No. XII-14 and Addendum No. 2 302
City Facilities Utilization.
Agenda Report No. XII-15, CIP and Bonding Resolution No. 10-320 304
Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.
Agenda Report No. XII-16 307
Resolution No. 10-321 308
Amendment to Park Board Bylaws.
Agenda Park No. XII-18 310
Board of Park Commissioner Bylaws 311
Contract for Cafeteria Services.
Agenda Report No. XII-19 316
Cafeteria Contract 01-11 318
List of Second Reading Ordinances. (See Attached)
List of Second Reading Ordinances 329

REVISIONS:
PULLED ITEMS: XII-13 AND 17

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 7, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on November 23, 2010

AWARDS AND PROCLAMATIONS

None

I. PUBLIC AGENDA

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

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Revisions to Community Improvement District Policy.
(Deferred November 2, 2010)

RECOMMENDED ACTION: Approve the Revised Community Improvement District Policy as presented.

III. NEW COUNCIL BUSINESS

1. Appeal to Health Officer Decision regarding Animal Maintenance Permit (AMP) #25797, Multiple Horses at 759 North Eisenhower. (District V)

   RECOMMENDED ACTION: Uphold the Health Officer Ruling that was sent to the property owner on October 18, which allows the property owner to keep one horse on the property.

2. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed $892,983.01, release and convey the 1999 bond-financed property, and authorize necessary signatures.

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

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $8,000,000, release and convey the 2000 bond-financed property, and authorize the necessary signatures.

4. Public Hearing and Issuance of Industrial Revenue Bonds, The Coleman Company. (District I)

   RECOMMENDED ACTION: Close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $6,200,000, release and convey the 1999 bond-financed property, and authorize the necessary signatures.

5. Public Hearing to Consider Request for De-annexation of Land.

   RECOMMENDED ACTION: Conduct the hearing on the petition for de-annexation; make appropriate findings; and either grant or deny the petition.

6. Contract Renewal with Go Wichita Convention & Visitors Bureau 2011.

   RECOMMENDED ACTION: Approve the contract amendment.

7. HUD Consolidated Plan/Third Program Year Action Plan Funding Categories.

   RECOMMENDED ACTION: Close the public hearing and approve funding categories for the 2011-2012 Third Program Year Action Plan.

8. Grants Review Committee Appointments.

   RECOMMENDED ACTION: Approve appointments to the 2011 Grants Review Committee and authorize the City Manager to appoint a replacement(s) in the event that an appointee is unable to serve.

9. Lincoln Street Bridge and Dam Improvements. (Districts III and IV)

   RECOMMENDED ACTION: Approve the waiver for the Use of Project Savings Policy, approve the budget modification, adopt the amending resolution, and authorize the necessary signatures.

10. Wholesale Water Agreement-Rural Water District No. 3.

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

11. An Ordinance Amending Sections 5.37.033, and 5.37.035 of the Code of the City of Wichita, Kansas, Pertaining to Graffiti and Repealing the Original of Sections 5.37.033 and 5.37.035.

    RECOMMENDED ACTION: Approve the ordinance changes and place the ordinance on first reading.

12. Comprehensive Cost of Service Analysis.

    RECOMMENDED ACTION: Approve the contract with RFC (Raftelis Financial Consultants, Inc.) in the amount of $81,710.

13. 2011 Special Liquor Tax Fund Allocations and Requests for Proposals (RFPs).

    RECOMMENDED ACTION: Approve the Special Liquor Tax Coalition 2011 funding allocations, authorize provider contracts developed for those allocations and authorize the release of two additional Special Liquor Tax RFPs.

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.

IV. NON-CONSENT PLANNING AGENDA

1. CON2010-00017 – City Conditional Use to permit the construction of a Communication Tower for Unified School District ("USD") 259 at Dodge Elementary School; generally located at the southwest corner of the intersection of West 2nd Avenue and Anna Street. (District IV)

   RECOMMENDED ACTION: 1) Concur with the findings of the MAPC, and approve the request for a Conditional Use subject to the recommended conditions of approval, including amended Condition C requiring a monopole (simple majority vote required), and authorize the Mayor to sign the resolution; OR 2) Approve the application as requested by the applicant, subject to the staff recommended conditions (two-thirds majority vote required); OR 3) Deny the application (two-thirds majority vote required); OR 4) Return the application to the MAPC for reconsideration.

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 5)

1. *SUB2010-00017 -- Plat of Freund Addition located on the west side of 151st Street West, north of 45th Street North. (County)

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

2. *SUB2010-00045 -- Plat of McDonald's Addition located north of Central and on the west side of Hillside. (District I)

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

3. *VAC2010-00021 - Request to vacate a portion of a platted easement; generally located south of Harry Street, west of Seneca Street. (District IV)

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

4. *VAC2010-00022 - Request to vacate a portion of a platted alley; generally located between 15th & 16th Streets North and Broadway Avenue and Market Street. (District VI)

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

5. *VAC2010-00030 - Request to vacate a portion of platted complete access control; generally located at the northeast corner of 21st Street North and Hoover Road. (District V)

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

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.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. 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.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 3)

1. *1761 and 1801 Airport Road Parking Lot Improvements - Change Order No. 2 - Wichita Mid-Continent Airport.

   RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

2. *Mid-Continent Drive and Bridge Rehabilitation - Change Order No. 1 - Mid-Continent Airport.

   RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

3. *Southwest Detention Basin - Change Order No. 1 - Colonel James Jabara Airport.

   RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Consideration of a nomination for a City of Wichita representative to the Sedgwick County Stormwater Management Advisory Board.

   RECOMMENDED ACTION: Approve the Appointment.

2. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 20A)

1. Report of Board of Bids and Contracts dated December 6, 2010.

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

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

   RECOMMENDED ACTION: Receive and file.

3. Petitions for Public Improvements:
   a. Petitions for Street Paving and Water Improvement in The Woods Addition, east of 151st Street West, north of Maple. (District V)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

4. Statement of Costs:
   a. Statements of Costs

   RECOMMENDED ACTION: Approve and file.

5. Consideration of Street Closures/Uses.
   a. Community Event - Frosty 5K. (District VI)

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

6. Agreements/Contracts:
   a. Renewal of Contract: Victims' Rights Services.

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

7. Change Orders:
   a. Change Order No. 1: Harry Street Improvement, between Greenwich and 127th Street East. (District II)
   b. Change Order No. 1: 31st Street South Bridge at Glenn Street. (District IV)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:
   a. Partial Acquisition for Right-of-Way at 127th Street East and Kellogg for the Kellogg Improvement Project. (District II)
   b. Acquisition of a Power Line Easement at the Southwest Corner of 87th Street West and 117th Street North for the Integrated Local Water Supply Plan. (County)
   c. Acquisition of 1358 North Green for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

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

9. Minutes of Advisory Boards/Commissions

Board of Park Commissioners, October 18, 2010
Board of Park Commissioners, November 2, 2010
Board of Park Commissioners, November 15, 2010
Wichita Employees ‘Retirement System, October 20, 2010
Wichita Airport Advisory Board, August 2, 2010
Wichita Airport Advisory Board, September 20, 2010
Wichita Airport Advisory Board, October 4, 2010
Design Council, September 15, 2010
Deferred Compensation Board, October 6, 2010
Police and Fire Retirement System, October 27, 2010

RECOMMENDED ACTION: Receive and file.

10. 2010 OCI Budget Adjustments.

    RECOMMENDED ACTION: Approve the requested OCI 2010 budget adjustments.

11. Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer regarding the demolition of 1619 N. Fairmount.

    RECOMMENDED ACTION: Authorize the Mayor to sign the Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer.

12. Contract Amendment, Catholic Charities, Inc.

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

13. ***2009-2011 Kansas Clicks Special Traffic Enforcement Program (STEP) Grant.***

    (*PULLED PER POLICE DEPARTMENT*)

14. Equus Beds funding Addendum No. 2 with Kansas Water Office.

    RECOMMENDED ACTION: Approve addendum No. 2 and authorize the necessary signatures.

15. City Facilities Utilization.

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

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

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

17. ***Budget Adjustment - Wichita Art Museum.***

    (PULLED PER CITY MANAGER)

18. Amendment to Park Board Bylaws.

    RECOMMENDED ACTION: Receive and file the amendment to the Board of Park Commissioners Bylaws.

19. Contract for Cafeteria Services.

    RECOMMENDED ACTION: Approve the contract with The Petroleum Club, dba Petroleum Club Cafe, for cafeteria services and authorize the necessary signatures.

20. Second Reading Ordinances: (First Read November 23, 2010)
    a. List of Second Reading Ordinances. (See Attached)

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Revisions to Community Improvement District Policy

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendation: Approve the revised policy.

Background: On November 2, 2010, the City Council voted to defer further consideration of the proposed policy revisions until December 7, 2010. The proposed CID Policy revisions presented on November 2nd included seven (7) primary issues:

1) What method of on-going public disclosure is appropriate for CID projects?
2) Should there be a specific public purpose justification determined for each CID project?
3) Should the total amount of CID reimbursements paid to a developer be limited?
4) Should CID sales tax revenue be used to reimburse operating costs?
5) Should residential developments be added to the permitted uses of CID?
6) Should the use of CID financing be allowed in Greenfield areas?
7) What restrictions should be placed on the assignment CID revenues to third parties?

Analysis: The following summarizes the policy considerations:

1. On-going Public Disclosure

Staff has researched various options for providing on-going public disclosure, including on-site signage, listing the CID sales tax as a separate line item on the sales receipt, and maintaining detailed website information on each CID. Signage options include: requiring signs on store entrances that identify the amount of CID sales tax being charged, as proposed for Lawrence, Kansas; or signs that identify CID as a source of financing for the development, as used in some Springfield, Missouri CID developments, which could be placed at store entrances or displayed prominently within the development site.

Following the November 2nd City Council meeting, staff conducted a non-scientific survey of retail merchants, including large and small and urban and suburban stores, concerning the potential impact of both CID and signage on their businesses. Generally, the survey revealed that smaller retailers uniformly view a requirement for signage as having a negative impact on their businesses, while larger retailers did not have the same concern. On the subject of identifying the CID tax on the cash register receipt, a majority of retailers believe that it be a financial burden, if it could even be done.

Staff recommends that the City maintain a CID website, where the public can learn where all existing CIDs are located (including maps), how CID financing is being used and how much tax is charged. Staff also recommends that existing tenants in a proposed CID be given notice of public hearings. If the City Council decides that on-site signage should be required, the sign should be at least 24 square inches in size, use a font size of at least 18 points and either state that the development is made possible by CID financing or state the percentage amount of CID tax collected there. The attached CID policy shows optional revisions in brackets, in the Public Disclosure section, that could be used if the City Council votes to include a signage requirement.

2. Public Purpose Justification

The City Council has the discretion to consider public purpose benefits in determining whether to approve a CID petition. Staff recommends that developers be required to state, in the petition, what public purpose is being served by the project and what factors make it necessary to request assistance. Additionally, CIDs should not be approved for projects in which construction is already underway.

3. Limits on CID Reimbursement Amount

The current CID Policy allows developers to be reimbursed for any eligible cost, up to the full amount of CID revenue generated during the 22-year term of the CID, net of revenues retained by the City and State. Developers are able to estimate the amount of CID revenue that would be generated by the CID sales tax over the 22-year term of the district, along with other contemplated sources of funding such as bank loans and developer equity. By showing the other sources of funding, the developer is presumably demonstrating the ability to fully fund the project using only the amount of CID revenue shown in the Sources and Uses of Funds. Staff recommends that total reimbursement be capped at 125% of the estimated amount of CID sales tax revenues projected over 22 years.

4. Operating Cost Reimbursement

Although state law allows certain specified operating costs to be paid for with CID taxes, this tool provides an unfair competitive advantage for those developers who have the ability to use it. This issue is mitigated by the fact that the amount of CID sales tax revenue is limited by the gross sales; and in most cases, eligible *capital* costs of a project will far exceed the amount of CID sales tax revenue that can be generated in 22 years. Staff recommends allowing reimbursement of eligible operating costs, if stipulated in the petition. This would be limited by the overall cap on reimbursements based on the estimated amount of CID revenue that can be generated over 22 years.

5. Add Residential to Permitted Uses

The current CID Policy permits the use of CID financing for mixed-use projects which would include a residential component, but not for projects that are purely residential. Residential projects do not generate sales tax, so special assessment taxes are the sole source of CID revenue. The City has adopted the Parks, Recreation and Open Space (PROS) Plan which urges developers to include common-area amenities such as swimming pools, recreational facilities and green space within the developments. Staff recommends allowing the use of CID special assessment taxes to finance common amenities within residential developments that are called for by the PROS Plan. CID should not be used to pay operating costs in residential developments.

6. Limits on Greenfield Development

Neither state law nor the current City policy provides any geographic eligibility criteria for the use of CID financing. Often, financial incentives target areas in need of revitalization as a way of ensuring that a public purpose is served. Greenfield areas are often in the path of urban growth and might not require assistance to the same extent as in-fill areas. However, Staff recommends keeping the policy which does not limit the use of CID based on location. The requirement for a public purpose statement should address location issues, if they pertain.

7. Right of Assignment

The ability of developers to assign their rights to CID revenue to a third party should be governed by the development agreement between the City and developers, to protect the City from being required to subdivide the revenues and make payments to multiple sub-developers or tenants. Developers should be able to assign their as collateral to banks, and this should require only notice to the City. Assignment to other third parties may be needed, especially in the event of a sale of the development, and City approval should be sought. Staff recommends that collateral assignment of all CID revenue rights to a lender be

allowed with written notice to the City and that full assignment of all CID revenue rights be allowed to any one assignee, with prior written approval by the City, at the City's discretion.

Technical Clarifications
Staff has also made revisions to clarify requirements relating to annual reporting and the disposition of administrative service fees.

Financial Considerations: There are no costs to the City resulting from the proposed amendments. On-site signage requirements will result in an unknown but relatively modest cost to the developers or retailers in a CID.

Goal Impact: Economic Vitality and Affordable Living; Quality of Life. The ability to pass some of the cost of real estate development on to customers will stimulate this important economic activity in difficult economic times.

Legal Considerations: The revisions to the CID Policy have been reviewed by the Law Department. Revisions to the CID Policy should not be applied retroactively where such would require revisions that are adverse to developers and already executed development agreements.

Recommendations/Actions: It is recommended that the City Council approve the Revised Community Improvement District Policy as presented.

Attachments: Revised CID Policy

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Appeal to Health Officer Decision Regarding Animal Maintenance Permit #25797 multiple horses at 759 North Eisenhower (District 5)

INITIATED BY: Public Works & Utilities

AGENDA: New Business

Recommendation: Uphold the decision of the Health Officer. Require the resident at 759 N. Eisenhower to remove two horses and allow maintenance of no more than one horse on the property that is less than one acre in size.

Background: Citizens are allowed to keep horses in the city and must comply with provisions of the City Code including 6.04.157 (k) that requires at least one acre of land for each horse being maintained. Lisa Hayden, the resident at 759 N. Eisenhower is appealing the decision made by the Health Officer to require removal of two of the three horses currently being maintained on the property that is less than one acre in size. The resident had been allowed to maintain three horses in the past under previous Animal Maintenance Permits (AMP) and was grandfathered from the minimum acreage requirement beginning July 1, 2009. However, she did not apply for an AMP renewal by April 30, 2010 as required and therefore allowed the AMP to expire. As a result, the resident was no longer in compliance with the grandfathering provision to allow the horses. Environmental Health (EH) notified the resident on July 13, 2010 that the AMP had expired and it was necessary to re-apply for an AMP and remove two of the three horses. The resident then applied for an AMP renewal on July 14, 2010 and listed three horses on the application. The city licensing office issued an AMP renewal in error, prior to being reviewed by EH. When EH received the application for review, it was denied because it listed three horses contrary to the original notice issued on July 13, 2010. The resident was notified by EH to remove two of the horses and apply for a variance to allow one horse on the lot that was less than one acre in size. In accordance to 6.04.159 of the City Code of Ordinances, the resident appealed the determination and a hearing was conducted by the Health Officer on September 8, 2010. The Health Officer denied the owner's request for a variance to allow three horses because at least one neighbor expressed opposition to the proposed exception. EH notified the resident an AMP and variance would be approved upon application to allow maintenance of one horse on the property at issue.

Analysis: The administrative hearing for appealing the Health Officer's decision was conducted in accordance with Section 6.04.158 of The City Code. Continuation of grandfathering to allow horses on properties that do not meet minimum acreage requirements is not favored in the city. Based upon observations made by staff and restrictive provisions within the ordinance, the resident at 759 N. Eisenhower is required to remove two of the three horses currently being maintained on the property. Restrictive provisions include a lot totaling less than one acre and nine residences located less than 200 feet from the domestic animal structure serving the horses (barn). Further, one of the neighbors within 200 feet of the barn and provided written statements opposing horses on this property.

Financial Considerations: The resident is responsible for paying a fee of $100 annually for renewal of the AMP.

Goal Impact: Implementation of this Code impacts the Quality of Life for Wichita citizens.

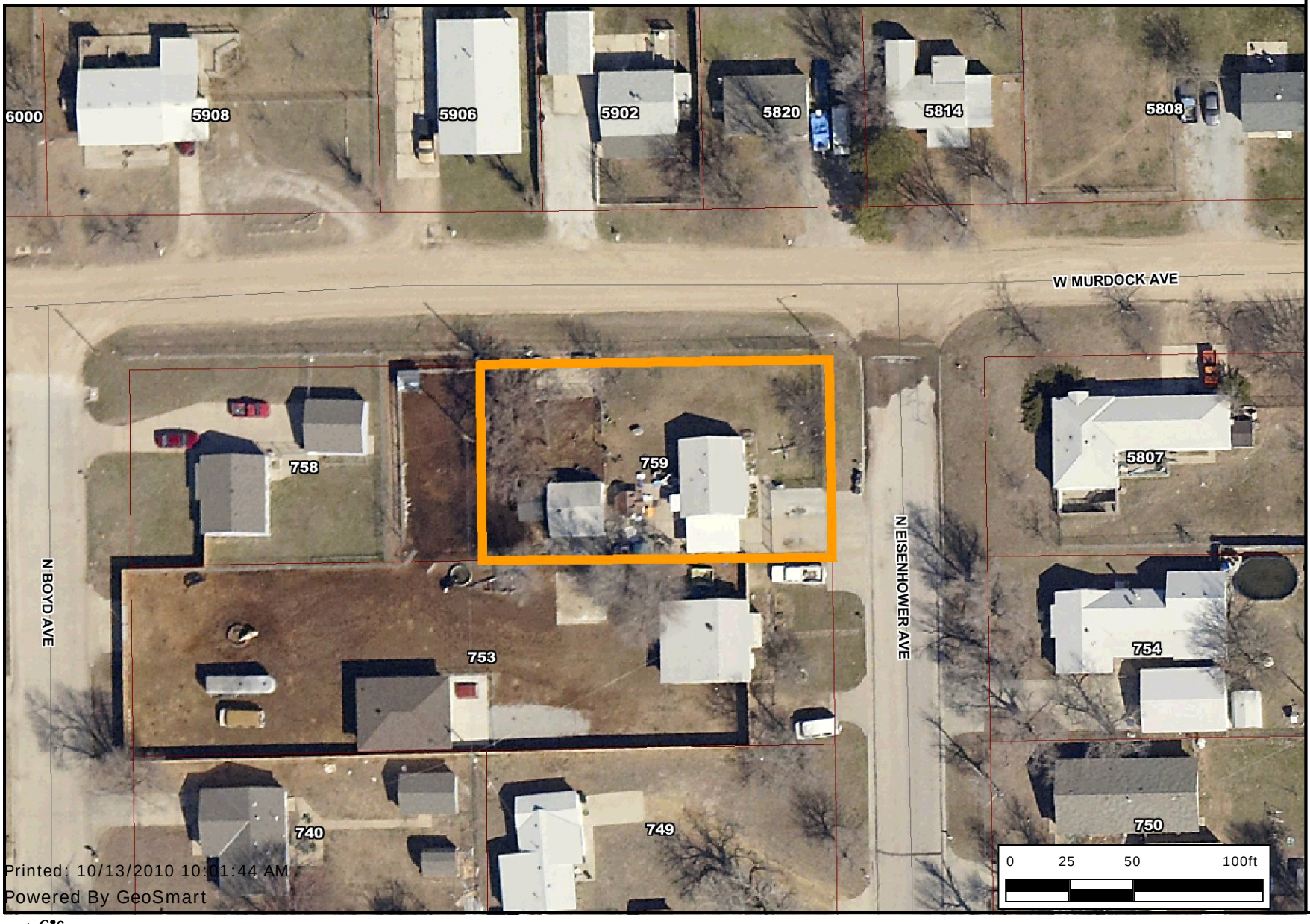
Legal Considerations: This hearing by City Council shall be a de novo quasi-judicial proceeding from which further appeal may be taken to the district court according to Section 6.04.210 of The City Code. Applicable ordinances and procedures have been reviewed by Law.

Recommendations/Actions: It is recommended that the City Council uphold the Health Officer Ruling that was sent to the property owner on October 18, which allows the property owner to keep one horse on the property.

Attachments:
AMP Application
Property Address
Hearing Officer Variance Letter
Applicable sections of City Code

759 Eisenhower

Horse AMP app



Selected Features
City Limit Boundaries
Property Parcels
Parks
Airports
City Limits
Small Cities
Sedgwick County
Wichita

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

Office of Environmental Health

October 18, 2010

Lisa Hayden
759 North Eisenhower
Wichita. Kansas 67212

RE: Animal Maintenance Permit # 25797 Variance requesting allowance of three horses at 759 N. Eisenhower

Dear Ms. Hayden;

On July 13, 2010, you were notified that the subject permit had expired and would not be renewed because the property where your horses are kept is less than one acre per horse. In accordance to 6.04.159 of the City Code of Ordinances, you appealed the determination and requested a hearing which was conducted on September 8, 2010.

The hearing findings required that you complete a request for variance with signatory approvals from 10 residents who live within 200 feet of the horse shelter. You submitted this information along with the variance application fee on September 27, 2010. City staff contacted each resident who signed the variance to verify that there is no opposition to keeping the horses at 759 Eisenhower. The phone survey found one resident who voiced concern and is opposed to keeping the horses in the referenced residential area.

Due to this opposition, as the Environmental Health Hearing Officer, I have determined that the number of horses maintained on the property must be reduced to one. The variance term will be limited to five years, or for the period of time the specific horse is kept at this address due to sale, donation, or death of the horse (whichever comes first), with annual permit renewal. You must renew the Animal Maintenance Permit by no later than April 30th, every year. It will be necessary to submit another variance application with signatory approvals from the area neighbors by no later than April 30, 2015. This Permit variance is allowed only for the one horse you determine to keep at this address. In other words, you cannot trade out one horse for another horse, indicating the appearance that only one horse is being kept on the property at a time. You will have 30 days from the receipt of this letter to reduce the number of horses on the property to one. Please resubmit your AMP application and indicate which horse you plan to keep by November 30, 2010.

You may contact Rebecca Lewis, Don Henry or myself at 268-8351 if you have any questions. Per Title 6, Section 6.04.210:

> **"Appeal from Health Officer Rulings.** Unless otherwise specified, any person dissatisfied with any order or determination of the Health Officer made under his or her authority pursuant to this chapter may appeal such order or determination to the City Council. An appeal shall be a de novo quasi-judicial proceeding from which further appeal may be taken to the district court. An appeal must be filed with the City Clerk no more than ten business days from the date of the written order appealed from. The City Council will hear the appeal no later than thirty days from the filing of such appeal."

I recognize this is a very difficult decision for you and your family. Provided below are area horse rescue and rehabilitation centers. If you are unable to find alternative locations for your horses, you are encouraged to contact these facilities for more information.

Hope in the Valley Equine Rescue & Sanctuary, Inc
9025 North Broadway
Valley Center, Kansas 67147
Phone: 3l6-755-2826
Email: hitveras@gmail.com
Web Site: www.hopeinthevalleyequinerescue.org

Southern Winds Equine Rescue & Recovery Center
590 East 70th Avenue North
Wellington, Kansas 67152
Phone: 316-858-3233
Fax: 316-361-0398
Email: vmcmull509@earthlink.net
Web Site: www.southernwindsequinerescue.org

Sincerely;

Joseph T. Pajor
Assistant Director of Public Works

Enc: Animal Maintenance Permit Application

cc: Robert Layton, City Manager
Jeff Vanzandt, Law Department
Don Henry, Environmental Health Division Manager
Rebecca Lewis, Environmental Compliance Manager

Animal control Signed Waiver For 3rd horse (very old) / 758 Boys 753 Eisenhower both owned (Chaxdon)

CITY OF WICHITA

RECEIVED LICENSE AUG 14 2008

DOMESTIC ANIMAL MAINTENACE PERMIT APPLICATION

Residential $20.00 [ ] Commercial $50.00 [ ] Industrial $100.00 [ ]
Agricultural $50.00 [ ] Agricultural (bee keeping only) $20.00 [ ]
Expires annually April 30

455 N. MAIN
CITY LICENSE (316) 268-4553
WWW.WICHITA.GOV

SECTION 1-OWNER INFORMATION

Name of Owner Lisa Hayden	
Address of Owner 759 N. Eisenhower	Phone Number (316) 946-0612
City State Zip Wichita, KS 67212	
Address where animals will be kept (if different from owners address): Same	
List the Name, Type, Breed, Color, Sex and Rabies Vaccination date:	
#1 NAME: Surple	**#2 NAME:** Little Girl
TYPE/BREED: ~~Surple~~ Rott	TYPE/BREED: Rott
COLOR: Black + Mahagany	COLOR: Black + Mahagany
SEX: Female	SEX: Female
RABIES VACC. DATE (FOR DOGS / CATS): 7-2-08	RABIES VACC. DATE (FOR DOGS / CATS): 7-2-08
#3 NAME: Flash	**#4 NAME:**
TYPE/BREED: Rott	TYPE/BREED:
COLOR: Black & Tan	COLOR:
SEX: Male	SEX:
RABIES VACC. DATE (FOR DOGS / CATS): 7-2-08	RABIES VACC. DATE (FOR DOGS / CATS):

REQUIREMENTS:

1. Applicant must furnish all required documentation before application will be accepted.
2. Applicant must provide proof of current annual rabies vaccine for all dogs. Vaccination must be administered by a licensed veterinarian within the 12 month period prior to applying for this license. Applicant must provide proof of current licenses as required in Chapter 6.04 of the code of the City of Wichita.
3. Applicant must comply with all City of Wichita and State of Kansas ordinances, statutes, and regulations pertaining to the care, maintenance, keeping, and management of domestic animals.

I have read and understand the above requirements pertaining to the acquisition of a Domestic Animal Maintenance Permit and agree to comply with all requirements set forth by applicable ordinances and policies established by the City of Wichita. I agree to allow the Health Officer or their designee, access to the property where my animals are owned, kept, or harbored for the purpose of inspection and verifying compliance with the regulations and ordinances pertaining to proper animal care and maintenance. If I am granted a Domestic Animal Maintenance Permit, I understand that failure to comply with the regulations set out in Chapter 6.04 of the Code of the City of Wichita may result in my permit being revoked for a minimum of 24 months. If revoked, I will not be eligible for any refund of the fees assessed for said permit. I also understand that, in addition to revocation of my permit, violation of any of the provisions, requirements, or conditions of this permit mandated by the City of Wichita may result in legal action taken against me.

Lisa Hayden
Signature of Owner

5-23-08
Date

FOR OFFICIAL USE ONLY

Environmental Services ID	APPROVED	DISAPPROVED	DATE
Animal Services ID	APPROVED	DISAPPROVED	DATE
License Number 25798	Date 08-14-08	Expiration Date	

(02/2008)

LAW OFFICES OF
STINSON, LASSWELL & WILSON, L.C.
SUITE 430 R.H. GARVEY BUILDING
300 WEST DOUGLAS, WICHITA, KS 67202
TEL: (316) 264-9137 FAX: (316) 264-3791
EMAIL: bcarman@slwlc.com

RECEIVED
NOV 08 '10
CITY CLERK OFFICE

T. Michael Wilson
Douglas C. Cranmer
Jeffrey N. Lowe
Ashley A. Davis
Brian R. Carman
Matthew J. Olson

Dale B. Stinson
(1926 - 2008)

Gerald D. Lasswell
(1930 - 2007)

November 8, 2010

City of Wichita
City Hall, 1st Floor
455 N. Main
Wichita, Kansas 67202

Re: Animal Maintenance Permit #: 25797, Variance Request and Allowance of Three (3) Horses at 759 N. Eisenhower, Wichita, Kansas

To Whom This May Concern:

I have been retained to represent Lisa Hayden regarding an Animal Maintenance Permit renewal for three (3) horses at 759 N. Eisenhower, Wichita, Kansas. Please allow this letter to appeal to City Counsel, pursuant to Wichita City Code Section 6.04.157(a)5b and Section 16.04.158, the denial of the renewal of animal maintenance permit #25797, of which my client, Lisa Hayden, received a letter of denial by mail on October 29, 2010. Please advise my office when a hearing may be held to determine whether said denial was proper.

Very truly yours,

STINSON, LASSWELL & WILSON, L.C.

By: Brian R. Carman

BRC/slg
cc: Lisa Hayden

NOT TRANSFERABLE

BUS. NUMBER

25797

DATE PAID

7/14/2010

LICENSE NUMBER

2011 - 25797

CITY OF WICHITA

BUSINESS REGISTRATION CERTIFICATE

POST IN CONSPICUOUS PLACE

The person, firm or corporation named below is granted this business certificate pursuant to the provisions of the City Business License Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of the certificate is not an endorsement, nor certification of compliance with other ordinances or laws. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of Kansas.

BUSINESS TYPE: Animal Maintenance Permit

BUSINESS SUBTYPE: Animal Maint Permit Agricultural

NOTES: 3 HORSES

BUSINESS LOCATION 759 N EISENHOWER ST

CONTACT NAME LISA HAYDEN

EXPIRATION DATE

4/30/2011

BUSINESS NAME LISA HAYDEN

MAILING ADDRESS 759 N EISENHOWER ST

CITY AND STATE WICHITA, KS 67212-2862

KEEP FOR YOUR RECORDS

BUSINESS TAX RECEIPT

BUS. NO. 25797

DATE PAID 7/14/2010

AMPAG	$100.00
LATE	$20.00
TOTAL	$0.00

CITY OF WICHITA

NOT TRANSFERABLE

BUS. NUMBER

25798

DATE PAID

7/14/2010

LICENSE NUMBER

2011 - 25798

CITY OF WICHITA

BUSINESS REGISTRATION CERTIFICATE

POST IN CONSPICUOUS PLACE

The person, firm or corporation named below is granted this business certificate pursuant to the provisions of the City Business License Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of the certificate is not an endorsement, nor certification of compliance with other ordinances or laws. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of Kansas.

BUSINESS TYPE: Animal Maintenance Permit

BUSINESS SUBTYPE: Animal Maint Permit Residential

NOTES: 3 DOGS

BUSINESS LOCATION 759 N EISENHOWER ST

CONTACT NAME LISA HAYDEN

EXPIRATION DATE

4/30/2011

BUSINESS NAME LISA HAYDEN

MAILING ADDRESS 759 N EISENHOWER ST

CITY AND STATE WICHITA, KS 67212-2862

KEEP FOR YOUR RECORDS

BUSINESS TAX RECEIPT

BUS. NO. 25798

DATE PAID 7/14/2010

AMPR	$25.00
LATE	$5.00
TOTAL	$0.00

CITY OF WICHITA

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet (Districts IV and V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: On November 6, 2007, the City Council approved a Letter of Intent for Industrial Revenue Bonds ("IRBs") in an amount not-to-exceed $79,188,000 for Bombardier Learjet ("Learjet") to finance expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport in west Wichita. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property.

The City Council has approved a number of annual IRB issues for Learjet; last year, Learjet began requesting semiannual issues. On December 8, 2009, the City Council approved issuance of $4,900,000 for capital improvements made in the second half of 2009 and on July 14, 2010, the City Council approved the issuance of $2,780,181.60 for investment made in the first half of 2010. Learjet is requesting issuance of IRBs in the amount not-to-exceed $892,983.01 to finance its capital investments for the second half of 2010.

Analysis: Learjet is a wholly owned subsidiary of Bombardier, Inc. ("Bombardier"), a Canadian corporation headquartered in Montreal, Quebec, Canada. Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group. Learjet is engaged in the manufacture and sales of business jet aircraft including the Learjet 40, the Learjet 60, the Learjet 45, and the newest model, the Learjet 85. Learjet's principal manufacturing facilities, corporate and marketing offices and the Bombardier Flight Test Center are located at One Learjet Way on Mid-Continent Airport.

Proceeds from the bonds will be used to finance capital investments made by Learjet in the second half of 2010 to expand and equip manufacturing facilities. Investments include building improvements and machinery and equipment to support the production and assembly of the new Learjet 85.

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds; bonds will not be offered to the public. Learjet has complied with the Standard Conditions contained in the City's IRB Policy. In addition to authorizing the issuance of the Series 2010 Industrial Revenue Bonds, the attached bond ordinance also authorizes the release of property financed by Series 1999 Bonds, which have matured and are no longer outstanding.

Financial Considerations: Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases are also exempt from state and local sales tax. Based on the 2009 mill levy, the estimated tax value of exempted real property for the first full year is approximately $26,789. This is based on estimated real property improvements of approximately $893,000.

The value of a 100% real property tax exemption as applicable to taxing jurisdictions**,** based on 2009 mill levies, is as follows:

City	$	6,697	State	$	335
County	$	6,250	USD 259	$	13,506

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research was conducted in 2009, with the following benefit/cost ratios:

City overall	2.17 to one
City General Fund	1.24 to one
County	1.86 to one
USD 259	1.00 to one
State	46.79 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of quality jobs.

Legal Considerations: The City's bond counsel has prepared documents needed for the issuance of bonds. The City Attorney's Office will review and approve as to form the bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed $892,983.01, release and convey the 1999 bond-financed property, and authorize necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-911

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $892,983.01 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF AN EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF AN EIGHTEENTH SUPPLEMENTAL LEASE BY AND BETWEEN LEARJET INC. AND THE CITY; APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LEARJET INC., AS PURCHASER OF THE BONDS.

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

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed $86,000,000, pursuant to a Letter of Intent dated September 10, 1996; and (2) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed an additional $79,188,000, pursuant to a Letter of Intent dated November 16, 2007 (collectively, the "Letter of Intent"); all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of seventeen series of such taxable industrial revenue bonds, in the original aggregate principal amount of $106,446,658.78 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of

December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Eighteenth Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Eighteenth Supplemental Lease (collectively, the "Lease"), by and between the Issuer, as lessor, and Learjet Inc., a Delaware corporation duly qualified to do business in the State of Kansas (the "Tenant"), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue an Eighteenth series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VI, 2010 (Learjet Inc.)" in the original aggregate principal amount not to exceed $892,983.01 (the "Series VI, 2010 Bonds"), for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series VI, 2010 Additions"); and

WHEREAS, the Series VI, 2010 Bonds are more fully described in the Eighteenth Supplemental Indenture and the Eighteenth Supplemental Lease hereinafter authorized; and

WHEREAS, the Series VI, 2010 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series VI, 2010 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series VI, 2010 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series VI, 2010 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series VI, 2010 Bonds (i) to execute and deliver an Eighteenth Supplemental Trust Indenture dated as of December 1, 2010 (the "Eighteenth Supplemental Indenture"), for the purpose of issuing and securing the Series VI, 2010 Bonds as provided therein; and (ii) to enter into an Eighteenth Supplemental Lease dated as of December 1, 2010 (the " Eighteenth Supplemental Lease"), pursuant to which the Issuer shall cause the Series VI, 2010 Additions to be leased to the Tenant in consideration of payments of Series VI, 2010 Supplemental Basic Rent, Series VI, 2010 Supplemental Additional Rent and other charges provided for therein; and

WHEREAS, the Series VI, 2010 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture; and

WHEREAS, the Trustee has certified that the 1999 Bonds have been paid in full and no 1999 Bonds remain Outstanding; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the 1999 Bonds, exclusive of the Issuer's interest in the Premises; and

WHEREAS, the City hereby waives the notice provisions of the Third Supplemental Lease dated as of December 1, 1999, with respect to the Company's exercise of its option to purchase the 1999 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying the 1999 Additions to the Company and to release the 1999 Additions from the Lease and from the pledge of the Indenture; and

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

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

Section 2. Authority to Cause the Series VI, 2010 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series VI, 2010 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series VI, 2010 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Eighteenth Supplemental Indenture and in the Eighteenth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series VI, 2010 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds in an original aggregate principal amount not to exceed $892,983.01 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VI, 2010 (Learjet Inc.)." The Series VI, 2010 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series VI, 2010 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series VI, 2010 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series VI, 2010 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory

provision and shall not be payable in any manner from tax revenues. The Series VI, 2010 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Eighteenth Supplemental Indenture. The Issuer is hereby authorized to enter into the Eighteenth Supplemental Trust Indenture dated as of December 1, 2010 (the "Eighteenth Supplemental Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the "Trustee"), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Series VI, 2010 Additions. The Issuer shall cause the Series VI 2010 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Eighteenth Supplemental Lease dated as of December 1, 2010 (the Eighteenth Supplemental Lease"), by and between the Issuer and the Tenant.

Section 6. Authorization of Bond Purchase Agreement. The Series VI, 2010 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of December 1, 2010 (the "Bond Purchase Agreement"), by and between the Issuer and Learjet Inc., as purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement, dated as of December 1, 2010, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series VI, 2010 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series VI, 2010 Bonds, is hereby approved.

Section 8. Authorization of Bill of Sale. The City is hereby authorized to deliver a Bill of Sale conveying the 1999 Additions from the City to the Tenant.

Section 9. Execution of Series VI, 2010 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series VI, 2010 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Eighteenth Supplemental Indenture, the Eighteenth Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series VI, 2010 Bonds, the Eighteenth Supplemental Indenture, the Eighteenth Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 10. Pledge of the Project. The Issuer hereby pledges the Series VI, 2010 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all

of the Series VI, 2010 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 11. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series VI, 2010 Bonds, the Eighteenth Supplemental Indenture, the Eighteenth Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 12. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 14, 2010.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

ATTEST:

By: _____
Karen Sublett
City Clerk

Approved as to form:

By: _____
Gary E. Rebenstorf
City Attorney

4842-5925-5303.2

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

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

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

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

On November 14, 2006, the City Council approved a new five-year Letter of Intent for IRBs in the amount not-to-exceed $800,000,000. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. Cessna is requesting the issuance of IRBs in the amount not to exceed $8,000,000 to finance capital investments made in 2010.

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

Bond proceeds will be utilized to finance capital investment in the facilities located at the Cessna Wichita campus, including technology, manufacturing equipment, and production space to accommodate product development and manufacture of aircraft currently produced in Wichita. The firm of Kutak Rock LLP, serves as bond counsel in the transaction. The IRBs will be purchased by Cessna; bonds will not be offered to the public. Cessna has complied with the Standard Letter of Intent Conditions.

In addition to authorizing the issuance of the Series 2010 Industrial Revenue Bonds, the attached bond ordinance also authorizes the release of property financed by Series 2000 Bonds, which have been surrendered. The conveyance will be effective January 1, 2011.

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

The purchase price of $1,000 and other considerations as listed under the purchase option provision of the Lease Agreement has been paid for conveyance of the 2000 IRB-financed property.

The City Council has approved 100% property tax abatement for five years, with a second five years subject to Council approval. Based on the 2009 mill levy, the estimated tax value of exempted property for the first full year is approximately $240,000. The value of a 100% real property exemption applicable to taxing jurisdictions is:

City	$	60,000	State	$	3,000
County	$	56,000	USD 259	$	121,000

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research was conducted in 2009, with the following benefit/cost ratios:

City overall	1.52 to one
City General Fund	1.57 to one
County	1.21 to one
USD 259	1.15 to one
State	4.78 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of high-paying jobs.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's Office has reviewed and approved the form of bond documents prior to the issuance of any bonds. The supplemental indenture and supplemental lease for this issue includes an amendment which permits Cessna to exercise its purchase option to acquire property for which the bonds are no longer outstanding, without specific City Council approval. Cessna must give notice to the City and certify there are no outstanding bonds for the property, pay a $1,000 purchase option price and provide the City with additional information to support the certification, if requested. The property will be transferred back to Cessna without further authorization. The closing documents include consent to this amendment by Cessna as the owner of all outstanding bonds and by the trustee.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $8,000,000, release and convey the 2000 bond-financed property, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-912

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES VII, 2010 (CESSNA AIRCRAFT COMPANY), IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,000,000 FOR THE PURPOSE OF PURCHASING, ACQUIRING, RENOVATING, EQUIPPING, CONSTRUCTING AND/OR INSTALLING AN INDUSTRIAL AND COMMERCIAL FACILITY; AUTHORIZING EXECUTION OF A TWENTIETH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, AS TRUSTEE WITH RESPECT TO THE SERIES VII, 2010 BONDS; AUTHORIZING THE CITY TO LEASE SAID PROJECT TO CESSNA AIRCRAFT COMPANY; AUTHORIZING THE EXECUTION OF A TWENTIETH SUPPLEMENTAL LEASE BY AND BETWEEN THE CITY AND CESSNA AIRCRAFT COMPANY; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND CESSNA AIRCRAFT COMPANY, AS PURCHASER OF THE BONDS; AND AUTHORIZING EXECUTION OF A BILL OF SALE, TERMINATION AND RELEASE OF TENTH SUPPLEMENTAL LEASE AND CANCELLATION, DISCHARGE AND RELEASE OF TENTH SUPPLEMENTAL TRUST INDENTURE.

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

WHEREAS, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed $100,000,000, pursuant to a Letter of Intent dated February 5, 1991; (2) adopted an Ordinance on December 10, 1991 (the "1991 Ordinance") authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed $100,000,000; (3) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $200,000,000, pursuant to a Letter of Intent dated December 15, 1992; (4) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $200,000,000, pursuant to a Letter of Intent dated December 3, 1996; (5) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $600,000,000, pursuant to a Letter of Intent dated June 8, 1999; and (6) expressed its intent to issue Taxable Industrial Revenue Bonds (the Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $800,000,000, pursuant to a Letter of Intent

dated November 14, 2006; all for the purpose of paying the cost of constructing, installing and equipping certain manufacturing and commercial facilities (the "Project"); and

WHEREAS, the Issuer has heretofore authorized the issuance of nineteen series of Taxable Industrial Revenue Bonds for the purpose of constructing, equipping and installing current or former portions of the Project, such Bonds designated as follows: (1) Series XII, 1991 (The Cessna Aircraft Company), in the original aggregate principal amount of $30,000,000 (the "Series 1991 Bonds"); (2) Series X, 1992 (The Cessna Aircraft Company), in the original aggregate principal amount of $44,130,000 (the "Series 1992 Bonds"); (3) Series VII, 1993 (The Cessna Aircraft Company), in the original aggregate principal amount of $48,100,000 (the "Series 1993 Bonds"); (4) Series XV, 1994 (The Cessna Aircraft Company), in the original aggregate principal amount of $44,800,000 (the "Series 1994 Bonds"); (5) Series XIV, 1995 (The Cessna Aircraft Company), in the original aggregate principal amount of $46,000,000 (the "Series 1995 Bonds"); (6) Series XIII, 1996 (The Cessna Aircraft Company), in the original aggregate principal amount of $54,000,000 (the "Series 1996 Bonds"); (7) Series XVII, 1997 (The Cessna Aircraft Company), in the original aggregate principal amount of $54,500,000 (the "Series 1997 Bonds"); (8) Series XV, 1998 (The Cessna Aircraft Company), in the original aggregate principal amount of $80,000,000 (the "Series 1998 Bonds"); (9) Series XIV, 1999 (The Cessna Aircraft Company), in the original aggregate principal amount of $64,860,000 (the "Series 1999 Bonds"); (10) Series X, 2000 (Cessna Aircraft Company), in the original aggregate principal amount of $96,300,000 (the "Series 2000 Bonds"); (11) Series XIII, 2001 (Cessna Aircraft Company), in the original aggregate principal amount of $102,500,000 (the "Series 2001 Bonds"); (12) Series VIII, 2002 (Cessna Aircraft Company), in the original aggregate principal amount of $94,500,000 (the "Series 2002 Bonds"); (13) Series XI, 2003 (Cessna Aircraft Company), in the original aggregate principal amount of $55,300,000 (the "Series 2003 Bonds"); (14) Series VIII, 2004 (Cessna Aircraft Company), in the original aggregate principal amount of $51,800,000 (the "Series 2004 Bonds"); (15) Series VII, 2005 (Cessna Aircraft Company), in the original aggregate principal amount of $66,500,000 (the "Series 2005 Bonds"); (16) Series VIII, 2006 (Cessna Aircraft Company), in the original aggregate principal amount of $99,000,000 (the "Series 2006 Bonds"); (17) Series VII, 2007 (Cessna Aircraft Company), in the original aggregate principal amount of $36,331,000 (the "Series 2007 Bonds"); (18) Series XI, 2008 (Cessna Aircraft Company), in the original aggregate principal amount of $73,311,000 (the "Series 2008 Bonds"); and (19) Series VIII, 2009 (Cessna Aircraft Company), in the original aggregate principal amount of $45,000,000 (the "Series 2009 Bonds"); and

WHEREAS, pursuant to the 1991 Ordinance, the Issuer authorized (i) the execution and delivery of a Trust Indenture dated December 20, 1991 (the "1991 Indenture"), by and between the Issuer and The Bank of New York Trust Company, N.A., St. Louis, Missouri as successor trustee to INTRUST Bank, N.A., Wichita, Kansas (the "Trustee"), which has since been supplemented and amended by Supplemental Indentures for the purpose of issuing and securing the above-referenced series of Bonds and (ii) the execution and delivery of a Lease Agreement dated December 20, 1991 (the "1991 Lease"), by and between the Issuer, as lessor, and the Cessna Aircraft Company (formerly The Cessna Aircraft Company), a Kansas corporation (the "Company"), as lessee, which has since been supplemented and amended by Supplemental Leases under which the proceeds of the above-described series of bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Series 1991 Bonds, Series 1992 Bonds, Series 1993 Bonds, Series 1994 Bonds, Series 1995 Bonds, Series 1996 Bonds, Series 1997 Bonds, Series 1998 Bonds and Series 1999 Bonds no longer remain outstanding; and

WHEREAS, the Trustee has certified that the Series 2000 Bonds have been surrendered by the registered owner thereof for cancellation on January 1, 2011; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the proceeds of the Series 2000 Bonds (the "2000 Project"); and

WHEREAS, the City hereby determines to waive the notice provisions of the Lease with respect to the Company's exercise of its option (as hereinafter defined) to purchase the 2000 Project and finds and determines it necessary and desirable to execute a Bill of Sale conveying such 2000 Project to the Company on or after January 1, 2011; and

WHEREAS, the City has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issues its Taxable Industrial Revenue Bonds, Series VII, 2010 (Cessna Aircraft Company) in the original aggregate principal amount of not to exceed $8,000,000 (the "Series 2010 Bonds") for the purpose of purchasing, acquiring, constructing and installing certain additions to the Project (the "2010 Additions"); and

WHEREAS, the Series 2010 Bonds are more fully described in the Twentieth Supplemental Trust Indenture by and between the Issuer and the Trustee, which Twentieth Supplemental Trust Indenture further supplements and amends the 1991 Indenture (the 1991 Indenture as supplemented and amended, including by the Twentieth Supplemental Trust Indenture, being referred to herein as the "Indenture"), and in the Twentieth Supplemental Lease hereinafter authorized; and

WHEREAS, the Project shall be leased by the City to the Company pursuant to the Twentieth Supplemental Lease by and between the Issuer and the Company, which Twentieth Supplemental Lease further supplements and amends the 1991 Lease (the 1991 Lease as supplemented and amended, including by the Twentieth Supplemental Lease, being referred to herein as the "Lease"); and

WHEREAS, the real property upon which the 2010 Additions are located shall be leased to the City from the Company pursuant to a certain Site Lease and Subordination Agreement dated December 20, 1991, by and between the City, as lessee, and the Company, as lessor, as supplemented and amended by a First Supplemental Site Lease and Subordination Agreement dated December 17, 1993, a Second Supplemental Site Lease and Subordination Agreement dated July 1, 1997, and a Third Supplemental Site Lease and Subordination Agreement dated December 22, 2000; and

WHEREAS, the Series 2010 Bonds and the interest thereon shall not constitute an indebtedness of the City of Wichita, Kansas, within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the City, nor shall any Series 2010 Bond or the interest thereon be a charge against the general credit or taxing powers of the City (because, under the terms of this Ordinance, the Series 2010 Bonds are not general obligations of the City and are payable solely from certain fees, rentals, revenues and other amounts derived by the City pursuant to the Lease and, under certain circumstances, from the proceeds of the Series 2010 Bonds and insurance and condemnation awards); and

WHEREAS, pursuant to the Indenture, the Series 2010 Bonds shall be equally and ratably secured and on a parity with the Series 2000 Bonds, the Series 2001 Bonds, the Series 2002 Bonds, the Series 2003 Bonds, the Series 2004 Bonds, the Series 2005 Bonds, the Series 2006 Bonds, the

Series 2007 Bonds, the Series 2008 Bonds, the Series 2009 Bonds and any Additional Bonds (collectively referred to herein as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease and Indenture; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2010 Bonds: (1) to execute and deliver a Twentieth Supplemental Trust Indenture dated as of December 15, 2010, with the Trustee, for the purpose of issuing and securing the Series 2010 Bonds as provided therein; (2) to execute and deliver a Twentieth Supplemental Lease dated as of December 15, 2010, with the Company pursuant to which the City shall cause the 2010 Additions to be leased to the Company in consideration of payments of Supplemental Basic Rent, Supplemental Additional Rent and other charges provided for therein.

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

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

Section 2. **Authority to Cause the 2010 Additions to be Purchased, Acquired, Constructed and Installed.** The City hereby finds and determines the 2010 Additions, if in being, would promote the welfare of the City, and is authorized to cause the 2010 Additions to be purchased, acquired, constructed and installed all in the manner and as more particularly described in the Twentieth Supplemental Trust Indenture and in the Twentieth Supplemental Lease hereinafter authorized.

Section 3. **Authorization of and Security for the Bonds**. There are hereby authorized and directed to be issued the City's industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2010 (Cessna Aircraft Company)" in an original aggregate principal amount not to exceed $8,000,000 for the purpose of paying the cost of purchasing, acquiring, constructing and installing the 2010 Additions. The Series 2010 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2010 Bonds shall be equally and ratably secured and on a parity with the outstanding Bonds (subject to any partial redemption or release of pledged property permitted by the Lease and Indenture). The Series 2010 Bonds shall be special limited obligations of the City payable solely from the revenues derived by the City pursuant to the Lease, or otherwise in connection with the Project. The Series 2010 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the City within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series 2010 Bond shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. **Authorization of Twentieth Supplemental Trust Indenture**. The City is hereby authorized to enter into the Twentieth Supplemental Trust Indenture dated as of December 15, 2010, by and between the City and the Trustee under which the City shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, including the Series 2010 Bonds, the Trust Estate created thereby, all upon the terms and conditions set forth in the Indenture.

Section 5. **Lease of the 2010 Additions**. The City shall cause the 2010 Additions to be leased by the City to the Company pursuant to and in accordance with the Lease, as supplemented by the provisions of the Twentieth Supplemental Lease, which is authorized hereby.

Section 6. **Authorization of Bond Purchase Agreement**. The Series 2010 Bonds shall be sold and delivered to Cessna Aircraft Company upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of December 15, 2010, by and between the City, and Cessna Aircraft Company, as Purchaser.

Section 7. **Authorization of Release Documents**. The City is hereby authorized to execute a Bill of Sale conveying the 2000 Project from the City to the Company, a Termination of Tenth Supplemental Lease and Cancellation, Discharge and Release of Tenth Supplemental Trust Indenture (collectively, the "Release Documents") and to deliver such Release Documents upon receipt of Certification by the Trustee that no Series 2000 Bonds remain Outstanding and upon receipt from the Company of the other consideration required under the Lease, and performance by the Company of all conditions precedent to exercise of its purchase option under the Lease.

Section 8. **Execution of Series 2010 Bonds and Agreements**. The Mayor or Vice Mayor of the City of Wichita, Kansas, is hereby authorized and directed to execute the Series 2010 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twentieth Supplemental Trust Indenture, the Twentieth Supplemental Lease, and the Bond Purchase Agreement for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The Mayor or Vice Mayor is hereby further authorized to execute the Release Documents, and the City Clerk, or other appropriate staff of the City, are authorized to deliver the Release Documents upon satisfaction of the requirements set forth in Section 7 hereof. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the Series 2010 Bonds, the Twentieth Supplemental Trust Indenture, the Twentieth Supplemental Lease, the Bond Purchase Agreement, the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. **Pledge of the Project**. The City hereby pledges the 2010 Additions, and the net revenues therefrom to the payment of the Outstanding Bonds, including the Series 2010 Bonds, in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series 2010 Bonds shall be deemed to have been paid within the meaning of the Indenture, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture.

Section 10. **Further Authority**. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Series 2010 Bonds, the Twentieth Supplemental Trust Indenture and the Twentieth Supplemental Lease, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. **Effective Date**. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the Issuer, and publication once in the official newspaper of the Issuer.

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PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 14, 2010.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds, The Coleman Company (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading, approve the property tax exemption.

Background: Since 1993, the City of Wichita has issued industrial revenue bonds (IRBs) for the Coleman Company each year except in 2003, pursuant to letters of intent to issue IRBs. IRBs have been used to finance the construction of a new corporate headquarters, the expansion of existing manufacturing facilities and the purchase of additional machinery and equipment for manufacturing facilities in Wichita and Maize. Since 1999, property financed with IRBs has been exempted from property taxes for terms of five years plus a second five years subject to City Council approval based on meeting job creation goals.

On November 20, 2007, the City Council approved the most recent IRB Letter of Intent expiring December 31, 2011, in an amount not-to-exceed $35,000,000. Council also approved a 100% five-plus-five year property tax exemption on all bond-financed real property improvements. Bond proceeds have been used for the improvement of factory space and for the purchase of additional manufacturing equipment, primarily machinery, tooling and technological equipment for use at the Wichita and Maize facilities. The company is now requesting the issuance of IRBs in a total amount of $6,200,000 for 2010 improvements (leaving approximately $7,800,000 remaining under the 2007 Letter of Intent).

Analysis: The Coleman Company, Inc. manufactures and distributes outdoor recreational products. The Company's principal products include a comprehensive line of pressurized lighting, cooling and heating appliances for camping and outdoor recreational use (such as Coleman lanterns and stoves), fuel-related products, including disposable propane-filled cylinders, a broad range of insulated food and beverage containers, portable electric lights, and other outdoor recreation products.

The Series 2010 bond proceeds will be used for building and land improvements and for the purchase of additional equipment, primarily machinery, tooling and technological equipment. All bond-financed property for this year's transaction is located at the Wichita Coleman facility.

The City's bond counsel firm Kutak Rock, L.L.P. serves as bond counsel in the IRB transaction. The Coleman Company will purchase the bonds, and the bonds will not be offered to the public. The Coleman Company has complied with the City's Standard Letter of Intent Conditions. In addition to authorizing the issuance of the Series 2010 Industrial Revenue Bonds, the attached bond ordinance also authorizes the release of property financed by Series 1999 Bonds, which have been retired.

Financial Considerations: The Coleman Company, Inc. agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. City Council approved a 100% five-plus-five-year tax exemption on property purchased with bond proceeds, based solely on Coleman's commitment to make a capital investment of at least $35 million over a 5-year period. In addition, bond-financed purchases are exempt from state and local sales tax.

The purchase price of $1,000 and other considerations as listed under the purchase option provision of the Lease Agreement have been paid for conveyance of the 1999 IRB-financed property. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

City Council approved 100% property tax abatement for five years, with a second five years subject to Council approval. Based on the 2009 mill levy, the estimated tax value of exempted property for the first full year is approximately $186,000. The value of the exemption to individual taxing jurisdictions is:

City	$ 46,500	State	$ 2,325
County	$ 43,400	USD 259	$ 93,775

The cost/benefit analysis performed by Wichita State University's Center for Economic Development and Business Research in 2006 reflects cost/benefit ratios as follows:

City of Wichita	3.17 to one
Sedgwick County	2.12 to one
USD 259	1.17 to one
State of Kansas	21.40 to one

Goal Impact: Economic Vitality and Affordable Living. Providing low-cost financing and granting of ad valorem property tax exemption and sales tax exemption will help Coleman remain competitive and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's office will review and approve the final form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $6,200,000, release and convey the 1999 bond-financed property, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-913

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES V, 2010 (THE COLEMAN COMPANY, INC.), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $6,200,000 FOR THE PURPOSE OF PROVIDING FUNDS TO ACQUIRE, CONSTRUCT AND EQUIP IMPROVEMENTS TO EXISTING FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A SIXTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE, WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A SIXTEENTH SUPPLEMENTAL LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE COLEMAN COMPANY, INC.; APPROVING THE FORM OF A GUARANTY AGREEMENT; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND THE COLEMAN COMPANY, INC., AS PURCHASER OF THE BONDS; AND AUTHORIZING EXECUTION OF A BILL OF SALE.

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

WHEREAS, the Issuer has heretofore determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its taxable industrial revenue bonds for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to existing facilities located in the City of Wichita, Kansas (the "Project"); and

WHEREAS, the Issuer has previously issued an initial series of its Taxable Industrial Revenue Bonds designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VIII, 1993 (The Coleman Company, Inc.) in the aggregate principal amount of $10,036,800.00 (the "1993 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to facilities located in the City of Maize, Kansas, and the City of Wichita, Kansas (collectively, the "1993 Project"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VII, 2000 (The Coleman Company, Inc.) in the aggregate principal amount of $14,871,447.43 (the "2000 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2000 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series XIV, 2001 (The Coleman Company, Inc.) in the aggregate principal amount of $12,165,214.24 (the "2001 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2001 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series IX, 2002 (The Coleman Company, Inc.) in the aggregate principal amount of $13,519,041.38 (the "2002 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2002 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series IX, 2004 (The Coleman Company, Inc.) in the aggregate principal amount of $17,970,208.00 (the "2004 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2004 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VIII, 2005 (The Coleman Company, Inc.) in the aggregate principal amount of $10,085,623.22 (the "2005 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2005 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VII, 2006 (The Coleman Company, Inc.) in the aggregate principal amount of $5,498,669.78 (the "2006 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2006 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VIII, 2007 (The Coleman Company, Inc.) in the aggregate principal amount of $23,862,092.81 (the "2007 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2007 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series IX, 2008 (The Coleman Company, Inc.) in the aggregate principal amount of $6,347,135.72 (the "2008 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2008 Additions"); and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series IV, 2009 (The Coleman Company, Inc.) in the aggregate principal amount of $5,274,528.48 (the "2009 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2009 Additions"); and

WHEREAS, the Issuer has heretofore found and determined and does hereby find and determine that it is desirable that the Issuer issue its Taxable Industrial Revenue Bonds, Series V, 2010 (The Coleman Company, Inc.) in the aggregate principal amount of not to exceed $6,200,000 (the "2010 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to facilities located in the City of Wichita, Kansas (the "2010 Additions") (2000 Additions, 2001 Additions, 2002 Additions, 2004 Additions, 2005 Additions, 2006 Additions, 2007 Additions, 2008 Additions, 2009 Additions and

2010 Additions being referred to herein collectively as the "Project"), said Project to be leased by the Issuer to The Coleman Company, Inc., as Tenant (the "Tenant"); and

WHEREAS, the 2010 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer or the Participant within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer or the Participant, nor shall any 2010 Bond or the interest thereon be a charge against the general credit or taxing powers of either the Issuer or the Participant. The 2010 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease (hereinafter defined) and, under certain circumstances, from the proceeds of the 2010 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2010 Bonds (1) to execute and deliver a Sixteenth Supplemental Trust Indenture dated as of December 1, 2010 (the "Sixteenth Supplemental Indenture"), which supplements and amends a certain Trust Indenture dated as of December 1, 1993 (the "1993 Indenture"), a Seventh Supplemental Trust Indenture dated as of December 1, 2000 (the "Seventh Supplemental Indenture"), an Eighth Supplemental Trust Indenture dated as of December 1, 2001 (the "Eighth Supplemental Indenture"), a Ninth Supplemental Trust Indenture dated as of December 1, 2002 (the "Ninth Supplemental Indenture"), a Tenth Supplemental Indenture dated as of December 1, 2004 (the "Tenth Supplemental Indenture"), an Eleventh Supplemental Trust Indenture dated as of December 1, 2005 (the "Eleventh Supplemental Indenture"), a Twelfth Supplemental Indenture dated as of December 1, 2006 (the "Twelfth Supplemental Indenture), a Thirteenth Supplemental Trust Indenture dated as of December 1, 2007 (the "Thirteenth Supplemental Indenture"), a Fourteenth Supplemental Indenture dated as of December 1, 2008 (the "Fourteenth Supplemental Indenture"), and a Fifteenth Supplemental Trust Indenture dated as of December 1, 2009 (the "Fifteenth Supplemental Indenture"), all by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as successor in interest to Boatmen's National Bank (formerly Bank IV Kansas, National Association) (the "Trustee") (the 1993 Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture and the Sixteenth Supplemental Indenture, being hereinafter collectively referred to as the "Indenture"); and (2) to enter into a Sixteenth Supplemental Lease dated as of December 1, 2010 (the "Sixteenth Supplemental Lease"), which supplements and amends a certain Lease Agreement dated as of December 1, 1993 (the "1993 Lease"), all as amended by a First Amendment to Lease dated as of January 1, 2000 (the "Lease Amendment"), a Seventh Supplemental Lease dated as of December 1, 2000 (the "Seventh Supplemental Lease"), an Eighth Supplemental Lease dated as of December 1, 2001 (the "Eighth Supplemental Lease"), a Ninth Supplemental Lease dated as of December 1, 2002 (the "Ninth Supplemental Lease"), a Tenth Supplemental Lease dated as of December 1, 2004 (the "Tenth Supplemental Lease"), an Eleventh Supplemental Lease dated as of December 1, 2005 (the "Eleventh Supplemental Lease"), a Twelfth Supplemental Lease dated as of December 1, 2006 (the "Twelfth Supplemental Lease"), a Thirteenth Supplemental Lease dated as of December 1, 2007 (the "Thirteenth Supplemental Lease"), a Fourteenth Supplemental

Lease dated as of December 1, 2008 (the "Fourteenth Supplemental Lease"), and a Fifteenth Supplemental Lease dated as of December 1, 2009 (the "Fifteenth Supplemental Lease"), all by and between the Issuer and the Tenant, pursuant to which the Issuer shall cause the Project, including the 2010 Additions, to be leased to the Tenant in consideration of the rental payments, including payments of Sixteenth Supplemental Basic Rent, Sixteenth Supplemental Additional Rent and other charges provided for therein (the 1993 Lease, the Lease Amendment, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, the Twelfth Supplemental Lease, the Thirteenth Supplemental Lease, the Fourteenth Supplemental Lease, the Fifteenth Supplemental Lease, and the Sixteenth Supplemental Lease, being hereinafter collectively referred to as the "Lease"); and

WHEREAS, pursuant to the Indenture, the 2010 Bonds shall be equally and ratably secured and on a parity with the 2000 Bonds, 2001 Bonds, 2002 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds, the 2008 Bonds, the 2009 Bonds and any Additional Bonds (the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds, the 2008 Bonds, the 2009 Bonds, the 2010 Bonds and any Additional Bonds being hereinafter collectively referred to as the "Bonds"), subject to the Tenant's rights to purchase and release allocable portions of the Project; and

WHEREAS, the Trustee has certified that the 1999 Bonds have been paid in full and no 1999 Bonds remain Outstanding; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the 1999 Bonds; and

WHEREAS, the City hereby waives the notice provisions of the Sixth Supplemental Lease dated as of December 1, 1999 (the "Sixth Supplemental Lease") with respect to the Company's exercise of its option to purchase the 1999 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying the 1999 Additions to the Company and to release the 1999 Additions from the Lease and from the Pledge of the Indenture.

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

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

Section 2. Authority to Cause the 2010 Additions to be Purchased, Acquired, Constructed and Installed. The governing body of the Issuer hereby declares that the Project, including the 2010 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the 2010 Additions to be purchased, acquired, constructed and installed all in the manner and as more particularly described in the Indenture and in the Lease.

Section 3. Authorization of and Security for the 2010 Bonds. There is hereby specifically authorized and directed to be issued a series of the Issuer's industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series V, 2010

(The Coleman Company, Inc.)," in an aggregate principal amount of not to exceed $6,200,000 for the purpose of paying the cost of purchasing, acquiring, constructing and installing the 2010 Additions. The 2010 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2010 Bonds shall be equally and ratably secured and on a parity with the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds, the 2008 Bonds, the 2009 Bonds and any Additional Bonds, subject to the Tenant's rights to purchase and release allocable portions of the Project. The 2010 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The 2010 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The 2010 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Sixteenth Supplemental Indenture. The Issuer is hereby authorized to enter into the Sixteenth Supplemental Indenture dated as of December 1, 2010, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, including the 2010 Bonds, the Trust Estate created thereby all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Project. The Issuer shall cause the Project, including the 2010 Additions, to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Sixteenth Supplemental Lease dated as of December 1, 2010, by and between the Issuer and the Tenant, all upon the terms and conditions set forth in the Lease.

Section 6. Authorization of Bond Purchase Agreement. The 2010 Bonds shall be sold and delivered to The Coleman Company, Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of December 1, 2010 (the "Bond Purchase Agreement"), by and between the Issuer, and The Coleman Company, Inc., as Purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement, dated as of December 1, 2010, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the 2010 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the 2010 Bonds, is hereby approved.

Section 8. Authorization of Bill of Sale. The City is hereby authorized to deliver a Bill of Sale conveying the 1999 Additions from the City to the Tenant.

Section 9. Execution of 2010 Bonds and Agreements. The Mayor or Vice Mayor of the City of Wichita, Kansas, is hereby authorized and directed to execute the 2010 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Sixteenth Supplemental Indenture, the

Sixteenth Supplemental Lease, the Bond Purchase Agreement and the Bill of Sale for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2010 Bonds, the Sixteenth Supplemental Indenture, the Sixteenth Supplemental Lease, the Bond Purchase Agreement and the Bill of Sale and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 10. Pledge of the Project. The Issuer hereby pledges its interest in the Project, including the 2010 Additions, to the payment of the 2010 Bonds and all of the Bonds Outstanding under the Indenture in accordance with K.S.A. 12-1744. The lien created by such pledge shall be subject to the Tenant's rights to purchase and release allocable portions of the Project under the Lease, and shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 11. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the 2010 Bonds, the Bond Purchase Agreement, the Sixteenth Supplemental Indenture, the Sixteenth Supplemental Lease and the Bill of Sale all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 12. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 14, 2010.

CITY OF WICHITA, KANSAS,
as Issuer

By:_____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

Approved as to Form:

By:_____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing to Consider Request for De-annexation of Land

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Conduct hearing on petition for de-annexation and make findings as to whether the petition for de-annexation should be granted.

Background: A petition has been filed by the owner of property located north of 29th Street North and East of Hoover Road. This property was annexed by the City in 2001. The owner, Fly High, Inc., is seeking a grant to realign and extend the airport runway for development of housing. The petition seeks de-annexation of the property.

Analysis: State law provides that upon receipt of a petition for de-annexation from a city, a notice must be published in the official city paper and a hearing scheduled no less than twenty days following such notice to hear all persons interested in such petition. Notice of the filing of this petition and of this hearing was published in the Wichita Eagle on November 12, 2010. The governing body must consider whether any private rights will be injured or endangered by the de-annexation; whether the public will suffer any loss or inconvenience if the de-annexation is granted; and whether in justice to the petitioner, the de-annexation should be granted. The governing body has full discretion to consider these matters.

Financial Considerations: If de-annexation is granted, this property will no longer be responsible for paying the City of Wichita mill levy as part of the ad valorem taxes collected against the property.

Further, on November 9, 2010, the City Council granted partial evaporative water rights to the petitioner for the subject property.

Goal Impact: Ensure Efficient Infrastructure. The de-annexation will allow the airport runway to be expanded and a new housing development with airport access.

Legal Considerations: The petition for de-annexation is in proper legal form and the governing body may grant or deny the petition in its discretion.

Recommendations/Actions: It is recommended that the City Council conduct the hearing on the petition for de-annexation; make appropriate findings; and either grant or deny the petition.

Attachment: Petition, Publication Notice and De-annexation Ordinance.

PUBLISHED IN THE WICHITA EAGLE ON DECEMBER 17, 2010

ORDINANCE NO. 48-914

AN ORDINANCE EXCLUDING CERTAIN PARCELS, PIECES AND TRACTS OF LAND FROM THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA.

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

SECTION 1. The owner of the parcel listed below, Fly High, Inc., petitioned the Wichita City Council to deannex the property from the corporate limits of the City of Wichita.

SECTION 2. Pursuant to K.S.A. 12-504, et seq., proper public notice has been given on a public hearing held regarding the advisability of deannexing said property.

SECTION 3. Pursuant to the guidelines of K.S.A. 12-505, the City Council finds and determines that the property with the following legal description, owned by Fly High, Inc., shall be excluded from within the boundaries of the City of Wichita:

> The Southwest one quarter of Section 35, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, described as follows: The South 400 feet of the West 800 feet, except that part taken for road right-of-way.

SECTION 4. This ordinance shall become effective and be in force from and after its adoptiong and publication once in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of December, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 12, 2010

NOTICE OF HEARING ON PETITION FOR
DE-ANNEXATION OF LAND FROM THE CITY LIMITS
OF THE CITY OF WICHITA, KANSAS

You are hereby notified that a Petition has been filed with the City Clerk for the City of Wichita, Kansas, by the owners of property seeking de-annexation of their property from the city limits of the City of Wichita.

The legal description of said property is the Southwest one quarter of Section 35, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, described as follows: The South 400 feet of the West 800 feet, except that part taken for road right-of-way.

This petition will be presented to the governing body of the City of Wichita, Kansas, and a public hearing held at 9:00 a.m. on the 7th day of December, 2010, in the City Council Chambers of City Hall,455 N. Main St., Wichita, Kansas. All persons interested in said petition can appear and be heard at that date and time.

Karen Sublett
City Clerk for the City of Wichita, Kansas

RECEIVED

NOV 05 '10

CITY CLERK OFFICE

November 5, 2010

Karen Sublett, City Clerk

PETITION:

I would like to request the de-annexation of the corner piece of the 200 acres I recently purchased. In the documents I received it looked as though the Sanders family had owned this property for some time and were unaware the southwest corner at 29th and Hoover had been annexed into the city.

I am applying to the state for a grant to re-align and lengthen the runway. The state strongly recommends that for grant approval the entire runway and run-out areas at the end of runway to be located in an unincorporated area (outside of the city annexation). I have talked with the city manager Robert Layton and city councilman Jeff Longwell about this and about developing the east half into residential property. My agreement is to annex the east part at a later date when it is ready for development.

The map of the property is enclosed. The legal description is: A tract of land lying in the SW ¼ of Section 35, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as follows: the south 400 feet of the west 800 feet, except that part taken for road right of way.

We took this information from the City Ordinance 44-955. If for any reason this description does not take all of the property out of the city please let me know as I need all the property back in the county for now.

Thanks for your cooperation, let me know what I need to do to help.

Les Eck
Fly High Inc
7310 E Kellogg
Wichita, KS 67207

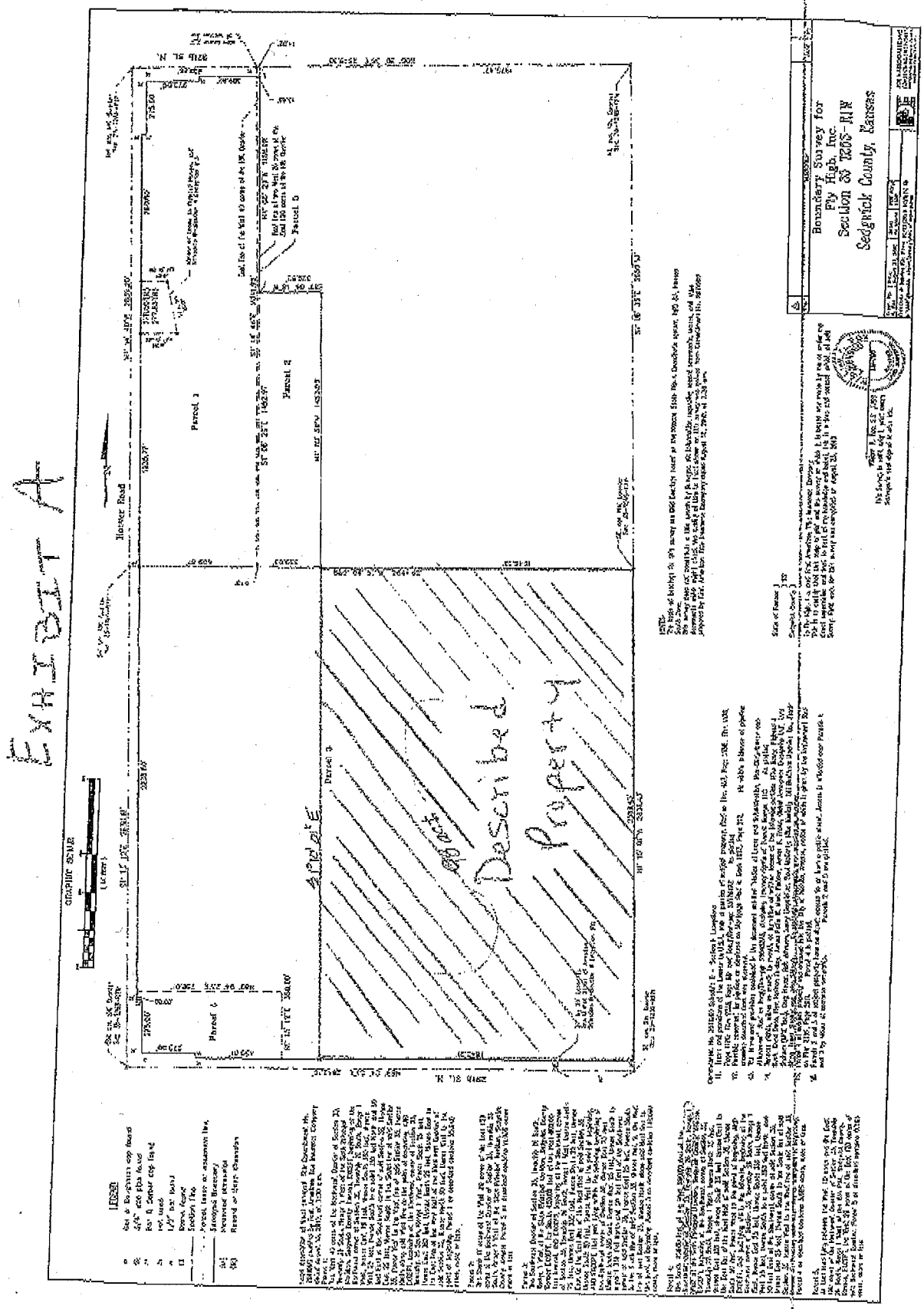


EXHIBIT A
Boundary Survey for
Fly High, Inc.
Section 35 T25S-R1W
Sedgwick County, Kansas
Described Property
Parcel 1
Parcel 2
Parcel 3
Parcel 4
Parcel 5
Hoover Road
GRAPHIC SCALE

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council Members

SUBJECT: Contract Renewal with Go Wichita Convention & Visitors Bureau 2011 (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

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

Background: Go Wichita will exceed its primary goal of securing 120,000 convention room nights by more than 4% (125,000 forecast) and will generate motorcoach overnight tours and day trips in excess of 1,400 room nights and 4,500 passengers, respectively. Meetings hosted during 2010 brought an economic impact of $41 million to the local economy and room nights secured for future years represent a future economic impact of over $45 million. Go Wichita also successfully hosted major conventions such as the Grain Elevator & Processing Society Exchange, Society of Decorative Painters International Conference & Expo, GTO Association of America Annual International Show & Meet and Evangelical Lutheran Church of America Central States Synod Assembly. Membership and private sponsorship dollars collected in 2010 should reach over $270,000.

During 2010**,** Go Wichita designed and launched a new website to capitalize on the increasing use of the web to plan travel and to reflect its new brand positioning. Go Wichita advertising included regional television and radio ad placement. Go Wichita placed over 94 advertisements in 57 local, state, regional and national publications generating over 18 million impressions and more than 15,000 requests for visitor information. Go Wichita also expanded the use of online advertising opportunities generating an estimated 8 million impressions encouraging potential visitors to check out the Go Wichita website. Go Wichita continues to expand the use of social networking web sites and currently has a following of more than 2,300 Facebook fans and 1,900 Twitter followers.

Analysis: The contract for the current fiscal year was negotiated with City staff and representatives from Go Wichita Convention and Visitors Bureau. The results are a proposed 2011 contract with performance goals for Go Wichita outlined in "Exhibit B." Exhibit B includes relevant and measurable goals in a performance matrix format. Go Wichita continues to strive to exceed its base goals while working to secure larger conventions approximately every five years.

In an effort to make it possible to bring different conventions and special events to Wichita, the City Council established a "Convention Promotion Contingency" allocation as part of the Tourism and Convention Fund in the annual budget. It is earmarked to fund special activities as deemed appropriate by Go Wichita. The dollar amounts reflect financial support for various events. After reviewing with City staff, Go Wichita presents the attached Exhibit C - 2011 Sponsorship list of $150,000 contingency funding request to support Go Wichita's efforts to sponsor a variety of events as outlined.

Financial Considerations: Funding for the Convention and Tourism Fund comes from a six percent transient guest tax on hotel and motel rooms in Wichita. The 2011 Adopted Budget includes funding for

Go Wichita's annual allocation in the amount of $2,121,390, which is to be paid from the Convention & Tourism Fund. The City agrees to advance Go Wichita $176,782.50 each month.

Go Wichita may also receive up to $100,000 in matching funds if its private fund exceeds its 2011 baseline goal of $200,000. In addition, the applicant organizations listed in Exhibit C may be reimbursed up to $150,000 of the Convention Promotion Contingency funds, which is also financed from the Convention & Tourism Fund.

Goal Impact: Economic Vitality and Quality of Life. This project impacts Wichita's economic development by having a direct correlation to the vitality and success of the tourism and service industries. Go Wichita helps to promote attendance at various cultural attractions and events.

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

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

Attachments: Original signed contract with attachments:
Exhibit A – Non-discrimination Statement
Exhibit B – 2010 Performance Criteria
Exhibit C – 2010 Sponsorships – Convention & Promotion Contingency

WICHITA CONVENTION AND TOURISM BUREAU, INC.

THIS CONTRACT entered into this December 7, 2010 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Delegate Agency).

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

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

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

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

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

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

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

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

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

SECTION 2. TIME OF PERFORMANCE. The services of the Delegate Agency are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2011.

SECTION 3. RECORDS, REPORTS AND INSPECTION

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

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

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

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

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

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in

whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). The Delegate Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

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

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

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

SECTION 9. USE AND DISPOSITION OF PROPERTY.

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

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

SECTION 10. PAYMENTS.

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

B. Total Payments. Total payments to the Delegate Agency will not exceed $2,221,390 for meeting all Exhibit B performance standards. The Delegate Agency will receive and disburse additional sponsorship monies to the applicant organizations listed on the attached Exhibit C, in a total amount not exceed $150,000.

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

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

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

SECTION 12. AMENDMENTS.

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

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

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

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

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

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

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

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

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement
EXHIBIT B Performance Criteria
EXHIBIT C 2011 Convention and Promotion Contingency

IN WITNESS WHEREOF, the parties have executed this contract on the December 7, 2010

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

DELEGATE AGENCY

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

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

EXHIBIT B

Go Wichita Convention & Visitors Bureau
2011 Performance Criteria

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

MISSION STATEMENT

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

ECONOMIC IMPACT

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

- Domestic travelers directly spent nearly $702 million in the Wichita MSA during 2008. Nearly $636 million of this was in Sedgwick County.
- Visitors pay Lodging tax, State Sales tax and County Sales tax - taxes paid by visitors represent taxes that do not have to be paid by Wichita residents. During 2008 domestic traveler spending in Sedgwick County generated $56 million in tax revenue.
- Domestic travel expenditures directly generated 11,800 jobs within the Wichita MSA during 2008. 10,400 of these jobs are in Sedgwick County.

Note: Information is from The Economic Impact of Travel on the Wichita MSA, 2008. A Study Prepared for Go Wichita by the Research Department of the U.S. Travel Association.

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

1. Convention Sales Future Bookings (Conventions booked from Jan 1-December 31, 2011)

2011 Goal: Generate 125,000 room nights

	2006	2007	2008	2009	2010 (Forecast)	2010 Goal	2011 Goal
Room Nights Secured:	111,289	106,071	111,908	124,721	125,000	120,000	125,000
Summation of Bookings:	578,989						
Benchmark (5 yr avg.):	115,798						

2. Tourism Sales Bookings (Tours hosted from Jan 1-December 31, 2011).

a. Motorcoach Overnight Tours:

2011 Goal: Generate Motorcoach overnight Tours utilizing a total of 2,000 room nights

	2006	2007	2008	2009	2010 (Forecast)	2010 Goal	2011 Goal
Motorcoach Room Nights Secured:	2,922	1,877	1,482	1,516	1,000	1,600	1,000
*Performance Group Room Nights Secured:			1,605	494	400	1,600	1,000
Total Room Nights Secured:	2,922	1,877	3,087	2,010	1,400	3,200	2,000
Summation of Bookings:	11,296						
Benchmark (5 yr avg.):	2,259						

* 2008 is the first year we have tracked/serviced this market segment.

b. Motorcoach Day Trips:

2011 Goal: Generate Motorcoach Day Trips for a total of 4,000 passengers

	2006	2007	2008	2009	2010 (Forecast)	2010 Goal	2011 Goal
Day Trip Passengers:	5,124	3,105	4,781	3,719	4,500	4,000	4,000
Crown Uptown - Church Basement Ladies performance			2,007		1,930		
Day Trip Passengers net of Large Bookings:	5,124	3,105	2,774	3,719	2,570	4,000	4,000
Summation of Typical Passengers:	17,292						
Benchmark (5 yr avg.):	3,458						

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

1. Increase reach to regional television viewers

2011 Goal: 4,500,000 viewer impressions

	2007 Viewers	2008 Viewers	2009 Viewers	2010 Viewers Forecast	2010 Viewers Goal	2011 Viewers Goal
Kansas Ads:	6,686,920	20,606,643	33,000,000	19,354,000	33,000,000	20,000,000
*Wichita Specific Ads:			4,195,000	4,000,000	4,200,000	4,500,000

Note: Go Wichita participates in the Kansas Travel & Tourism (KST&T) co-op television advertising campaign. Actual results are influenced by number of participating CVBs throughout the state. The 2011 goal was established based on 2010 participation.

* Beginning in 2009 we have tracked both the ads as a whole as well as the Wichita Specific ads.

2. Increase regional and statewide billboard impressions

2011 Goal: 30,000,000 impressions

2006 Impressions	2007 Impressions	2008 Impressions	2009 Impressions	2010 Impressions Forecast	2010 Impressions Goal	2011 Impressions Goal
83,637,098	122,838,560	130,240,734	37,799,096	29,700,000	30,000,000	30,000,000

Note: During 2009, as part of the new advertising campaign, the billboard campaign was evaluated with our advertising agency and the number of billboards was reduced.

3. Increase quality national, regional and statewide print advertising impressions

2011 Goal: 14,000,000 impressions

2006 Impressions	2007 Impressions	2008 Impressions	2009 Impressions	2010 Impressions Forecast	2010 Impressions Goal	2011 Impressions Goal
7,325,629	14,423,930	12,726,221	15,038,494	18,690,997	12,000,000	14,000,000

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

4. Increase online advertising impressions

2011 Goal: 8,500,000 impressions

2010 Impressions Forecast	2010 Impressions Goal	2011 Impressions Goal
8,106,795	6,000,000	8,500,000

Note: Online advertising impressions is a new category that will be tracked beginning in 2010.

5. Increase state and regional radio impressions

2008 Impressions	2009 Impressions	2010 Impressions Forecast	2010 Impressions Goal	2011 Impressions Goal
903,100	709,900	960,000	1,000,000	*

* Go Wichita participated in the Kansas Travel & Tourism co-op radio campaign. KT&T will not offer radio in 2011. As we enter 2011 it will be evaluated if it is beneficial to place destination specific radio ads.

6. Increase website page views and visits

2011 goal: 132,500 visits 500,000 Page views

	2009	2010 Forecast	2010 Goal*	2011 Goal
Page Views	444,268	453,000	500,000	500,000
Visits	81,448	106,000	100,000	132,500
Interactive VG visits	2,462	3,200	4,000	4,000

*2010 goal was updated to reflect Google Analytics web tracking . The original goal was based upon LiveStats web tracking by our website hosting company SimpleView. SimpleView has phased out LiveStats tracking and recommends using Google Analytics. Google Analytics is a preferred method of web tracking as it eliminates the inclusion of search engine spiders in the tracking statistics.

Note: Page views per visit are expected to decrease due to better navigation in our updated website.

7. Increase number of Media Placement Initiatives with national and regional media & travel writers

2011 Goal: 36 Media Placement Initiatives with 175 articles published

	2010 Forecast	2010 Goal	2011 Goal
Media Placement Initiatives	36	36	36
Articles Published	148		175

Note: Beginning in 2010, as part of our marketing objective, Go Wichita began setting goals for Media Placement Initiatives made to national and regional media & travel writers. This includes all media outside of the local Wichita area as well as all travel writers. For 2011 we will have also set a goal for articles published as a result of these initiatives.

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

1. Hospitality Training Program (Customer Service Professional - CSP)

	2005	2006	2007	2008	2009	2010 Forecast	2010 Goal	2011 Goal
Sessions	3	7	6	6	1	5	8	6
Participants	33	129	74	119	6	60	150	120
Certifications	11	40	21	29	6	52	50	110

Note: In order to update the program, CSP training was suspended for a portion of 2009. Go Wichita will continue with the updated format with one general session per quarter and will add two specific outreach sessions.

2 Local Media Responses

2010 Forecast	2010 Goal	2011 Goal
20	50	50

Note: Local Media Responses (LMR) is a new category that will be traced beginning in 2010. LMR are responses to the local Wichita area media on various tourism related issues.

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

2006	2007	2008	2009	2010 Forecast	2010 Goal	2011 Goal
45	57	61	26	25	40	40

Note: Go Wichita has traditionally tracked the number of leads for film and production crew assistance. In 2010 we began tracking responses to leads. Ongoing, Go Wichita is looking for partnership opportunities with the Tallgrass Film Association.

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

1. In-Kind Contributions

2011 Goal: **$125,000** of in-kind contributions from hospitality industry partners to augment the Delegate Agency's marketing efforts

	2006	2007	2008	2009	2010 (Forecast)	2010 Goal	2011 Goal
In-kind Donations:	$ 192,842	$ 172,033	$ 105,889	$ 132,444	$ 100,000	$ 160,000	$ 125,000
Less Extraordinary Media Gifts:	$ (84,175)						
Typical Gift value:	$ 108,667	$ 172,033	$ 105,889	$ 132,444	$ 100,000	$ 160,000	$ 125,000
Summation of Typical Gift value:	$ 619,033						
Benchmark (5 yr avg.):	$ 123,807						

2. Cash Contributions
   2011 Goal: **$350,000** in private revenues. The City of Wichita agrees to match each dollar collected above $200,000, not exceeding $100,000 in additional matched funds.

	2006	2007	2008	2009	2010 (Forecast)	2010 Goal	2011 Goal
Private Revenues:	$ 264,724	$ 317,154	$ 304,912	$ 269,910	$ 270,000	$ 300,000	$ 350,000
Summation of Private Revenue:	$ 1,426,700						
Benchmark (5 yr avg.):	$ 285,340						

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

<u>Industry Indicators</u>

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

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

2011 Approved Budget	$ 2,121,390
Monthly Advance	$176,782.50

1. **Method of Payment**

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

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

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

2.1. A monthly printout, which reflects all actual expenditures by line item and program expenditure.

2.2. An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards. For the 2010 annual audit, the audit firm of BKD, LLP has been retained by the Delegate Agency.

2.3. The Delegate Agency will provide to the City Appointed Board Representative a copy of the Board of Directors minutes.

3. **Inventory**

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

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

4. **Program Progress Reports**

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

Exhibit 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 C
Go Wichita Convention & Visitor Bureau

2011 Sponsorships - Convention & Promotion Contingency

Event Sponsorships	$	20,200
Autumn & Art Festival		
Black Top Nationals		
Drums Across Kansas		
Kansas Master Barbeque Competition		
Sister Cities Reception		
Riverfest		
Tallgrass Film Festival		
Wichita Flight Festival		
National Sponsorships		
Ad Valorem Taxation Conference	$	12,000
Society of Decorative Painters		
WAAR		
Other National sponsorships		
Regional Sponsorships	$	3,300
Midwest Catholic Family Conference		
Other Regional Sponsorships		
State Sponsorships	$	7,800
Kansas Farm Bureau		
Kansas Housing Resource Corp		
Kansas Society of the DAR		
KIAAA		
Other State Sponsorships		
Sports Sponsorships	$	62,950
GWASC Golf Tournament		
Johnny Bench Award Dinner		
KSHSAA		
MAYB		
NBC Tournament		
NCAA		
Park City Wrestling Tournament		
PBA SW Tournament		
Prairie Fire Marathon		
Preferred Health Systems Wichita Open		
Region VI Sports		
Special Olympics		
USAT&F		
Woody Austin Golf Tournament		
New Requests	$	23,750
City Reserved Amount	$	20,000
Total	**$**	**150,000**

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: HUD Consolidated Plan/Third Program Year Action Plan Funding Categories

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and approve funding categories for the 2011-2012 Third Program Year Action Plan.

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

Analysis: Each year City staff develops funding estimates and makes recommendations for funding categories to the City Council. City staff estimates the following current levels of funding for FY 2011-2012 based on preliminary, unofficial HUD advice: CDBG - $3,084,879; HOME - $1,826,790 and ESG - $125,133.

HUD places a high value on public input into annual plans. Staff solicited such input for the 2011-12 program year through District Advisory Board (DAB) meetings in Districts 1, 3, 4, and 6. Most of the feedback recommended that current allocation categories and amounts remain the same however the following items were repeatedly mentioned in the public feedback. The following staff recommendations represent changes recommended during the DAB discussions and in feedback following the meetings.

- CDBG Capital Projects – Sidewalks: $213,809. A majority of citizen feedback requested continued and/or increased funding to repair sidewalks. This recommendation represents an increase over the current year.

- CDBG Neighborhood Assistance: $305,000. A majority of citizen feedback recommended reductions over current year. Staff reduced the allocation based on actual expenditure history.

- CDBG Housing First Coordinator: $50,000. A majority of citizen feedback recommended reductions over current year. Staff reduced the allocation based on actual expenditure history.

- CDBG Women's Services: $300,000. A majority of citizen feedback recommended increases over current year.

- CDBG Youth Recreation and Enrichment: $145,000. A majority of citizen feedback recommended increases over current year.

- CDBG Summer Youth Employment: $200,000. A majority of citizen feedback recommended increases over current year.

These and all other funding recommendations are presented in the attached spreadsheet. The recommendations meet all regulatory funding caps and the proposed activities are eligible under the applicable regulations.

There were two recommendations which have not been included for special funding consideration however staff believes that they can be implemented in the current funding structure. A recommendation to fund crime prevention activities will be incorporated into the RFPs for Youth Recreation and Enrichment and Summer Youth Employment. A recommendation to fund a part time staff person proposed by Wichita Independent Neighborhoods is not included. However the proposed tasks for this position, to develop and maintain an accurate database of neighborhood association presidents and contact persons, can be achieved by including this in the performance expectations of the neighborhood assistants who are funded by CDBG.

A third recommendation involved eliminating funding for neighborhood clean-ups and focusing instead on comprehensive trash removal. The City is currently in negotiations for such a comprehensive plan. However in the meantime neighborhood clean-ups impact the quality of life in those neighborhoods and staff recommends continued funding in the 2011-12 action plan.

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

Following City Council approval and/or modification of the recommended allocation categories and amounts, applications and Requests for Proposals will be widely distributed to agencies and other interested parties to solicit providers for the designated services. The Council- approved Grants Review Committee (GRC) will review the responses and make recommendations to the City Manager. Prior to making final recommendations the GRC will hold a public hearing during which proposers who respond with applications and proposals in response to the City's solicitations will make presentations and respond to GRC questions. The public will be invited to these hearings as well, to listen to the presentations and provide feedback on them. Additionally, the presentation public hearing will be recorded and broadcast on City Channel 7.

Financial Considerations: HOME funds require a 25% match, and in the past, the Department has met this requirement through creative partnerships with community agencies and therefore General Fund match support has not been required. ESG funds require a 100% match which is provided (and exceeded) by indirect and direct contributions of agencies which are approved for ESG funding.

Staff will adjust funding categories and amounts once HUD announces final allocations. All staff modifications, as well as program income projections, will be presented to the City Council for final approval after proposals and applications have been received and reviewed.

Goal Impact: The HUD Consolidated Plan Process supports the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: All proposed Council actions and program activities are consistent with HUD regulations and requirements.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve funding categories for the 2011-12 Third Program Year Action Plan.

Attachments: 2011-12 Third Program Year Allocation Spreadsheet

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Grants Review Committee Appointments

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve appointments for the 2011 Grants Review Committee and authorize the City Manager to appoint a replacement(s) in the event that an appointee is unable to serve.

Background: On March 28, 2000, the City Council approved a change in the composition of the Grants Review Committee when the Human Services Advisory Board and the Citizen Participation Organization were disbanded. Since then the Grants Review Committee has included 12 members from the following areas: four District Advisory Boards; one United Way; one Sedgwick County; one USD 259; two Wichita Independent Neighborhood Association; one Wichita State University; one large business and one small business.

Analysis: The Grants Review Committee (GRC) has responsibility for reviewing proposals received for Women's Services, Summer Youth Employment, Youth Recreation & Enrichment as well as funding applications received for HOME Investment Partnerships projects for Community Housing Development Organizations (CHDOs), and applications for Emergency Shelter Grant funding. The GRC will hold at least one public hearing to allow for oral presentations and feedback from the public. Following the review and public hearing, the GRC will make funding recommendations to the City Manager for presentation to the City Council.

Nominations for the 2011 Grants Review Committee have been received in accordance with the representation schedule listed above. A list of the nominees received for the Grants Review Committee is attached.

Financial Considerations: The Grants Review Committee serves without remuneration.

Goal Impact: Decisions made by the Grants Review Committee will impact Economic Vitality and Affordable Living, Quality of Life and Core Area and Neighborhood goals.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the appointments to the 2011 Grants Review Committee and authorize the City Manager to appoint a replacement(s), in the event that an appointee is unable to serve.

Attachments: List of Grants Review Committee nominations.

2011 GRANTS REVIEW COMMITTEE
NOMINEE LIST

Small Business (1)
Ken Bender
Pro Max America LLC

Large Business (1)
Joyce Dixson

District Advisory Boards (4)
I Gerald Domitrovic
III Judy Dillard
IV Joshua Blick
VI Scott Dunakey

Sedgwick County (1)
Tim Kaufman

United Way (1)
Patrick Hanrahan

USD #259 (1)
Dr. Russ Miller

Wichita State University (1)
Lou Heldman

Wichita Independent Neighborhoods (2)
Beverly Domitrovic
Larry White, WIN Board

Revised: 1-5-09

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Lincoln Street Bridge and Dam Improvements (Districts III and IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the budget modification.

Background: The Capital Improvement Program (CIP) adopted by the City Council includes funding for improvements to the Lincoln Street Bridge and dam on the Arkansas River. Currently, the dam is located under the existing bridge. Both the bridge and dam are in deteriorating condition and need to be replaced. On April 20, 2010, the City Council approved a design concept that provides for reconstruction of the bridge at its current location and construction of a new dam downstream from the bridge. The City Council approved construction funding on September 21, 2010. Bids to construct the project were opened on November 12, 2010. All base bids submitted exceeded the engineer's estimate. The bid also included four add alternates, primarily for aesthetic/artistic improvements to the proposed new facilities. The higher than expected bids were due to the complexity of the project and the difficulty of working within the Arkansas River for a long period of time.

Analysis: The approved project budget is $12,510,000, which includes $7,000,000 in City General Obligation bonds, $4,800,000 in Federal transportation funds, and $710,000 in other State and Federal grants. If the project bidding does not proceed this year, it is possible that the non-City funding could be lost. It is proposed that the project budget be increased so that the project can be rebid in December.

Financial Consideration: The proposed revised budget is $15,010,000, which includes $9,500,000 in City General Obligation bonds, $4,800,000 in Federal transportation funds, and $710,000 in other State and Federal grants. Funding for the budget increase is available from cost savings on six arterial street projects (Harry & Rock; 21st & Broadway; 47th, Meridian to Seneca; 119th, Kellogg to Maple; Hydraulic, Harry to Kellogg; and 47th, Lulu to Hydraulic). The City Council is asked to waive the "Use of Project Savings" policy that was approved with the Adopted 2009-2018 Capital Improvement Program, thus allowing this transfer of City funds for this project.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to an existing bridge and dam at the Arkansas River.

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

Recommendation/Action: It is recommended that the City Council approve the waiver for the Use of Project Savings Policy, approve the budget modification, adopt the amending resolution, and authorize the necessary signatures.

Attachments: CIP Sheet and amending resolution.

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	11/19/2010	Lincoln Ave & Bridge

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
E-		2010	

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 & Dam	$9,500,000		$5,510,000	$15,010,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water	$4,500,000		$5,510,000	$15,010,000
Traffic Signals & Turn Lanes				
Totals				
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

$4,400,000 - 4 G BARS

$200,000 Coast Guard

$175,000 US Fish & Wildlife

$35,000 U.S. Wildlife & Parks

13. Recommendation:

Approve the waiver for use of project savings, approve the budget modifications and adopt the amending resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-312

A RESOLUTION AMENDING RESOLUTION NO. **10-258** AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE THE **LINCOLN STREET BRIDGE AND DAM AT THE ARKANSAS RIVER (472-84883).**

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

SECTION 1. Section 2 of Resolution No. **10-258** is hereby amended to read as follows:

"SECTION 2. SECTION 2 of Resolution No. **10-100** hereby amended to read as follows:

"SECTION 2. The cost of the above described improvements is estimated to be **Fifteen Million Ten Thousand Dollars ($15,010,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal and State Grants, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of Wichita Charter Ordinance No. 156 up to a maximum amount of $15,010,000, exclusive of the cost of interest on borrowed money."

SECTION 2. The original SECTION 2 of Resolution No. **10-258** is hereby rescinded.

SECTION 3. That the City Clerk shall make proper notification 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 7th day of December, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Wholesale Water Agreement - Rural Water District No. 3 (All Districts)

INITIATED BY: Department of Public Works and Utilities

AGENDA: New Business

Recommendation: Approve the Wholesale Water Agreement.

Background: Rural Water District No. 3 (RWD 3) entered into a "full needs" wholesale water contract with the City of Wichita in 1973, under which the City provided all water used by RWD 3 customers. In 1996, the wholesale water contract was amended so that water would only be taken on an emergency basis. The contract currently in effect is for a term of twenty years. Earlier this year, RWD 3 approached the City about reestablishing its wholesale contract on a full needs basis due to the unreliability of its primary water supply from Augusta.

Analysis: The service area of RWD 3 is located primarily in southeast Sedgwick County. Several conditions specified in this contract include but are not limited to:

1. A 50% take or pay provision;
2. A schedule of projected maximum water use for the period of the contract;
3. A provision to allow RWD 3 to acquire additional water for part of their normal water needs from Haysville to service a new development area south of Haysville;
4. Installation of a larger meter; and
5. Term of new contract is for 20 years (2011 through 2030).

Financial Considerations: According to the scheduled water use projection provided by RWD 3, "full needs" usage for 2011 will be 168.3 million gallons annually, which is similar to the "full needs" usage provided by Augusta in 2009. RWD 3 projects annual usage increases of approximately 1.65% per year through 2030, to an annual purchase of 229.7 million gallons in 2030, the final year of the agreement. Rates for water service will be based on the standard inclining block rates for wholesale customers. Assuming all projected water use is sold at the Block 1 rate, volume charges alone would equate to $257,500. Based on the take-or-pay provision, the City would be guaranteed at least half that amount. The cost of upsizing the meter from a 4 inch to a 6 inch meter was borne by RWD 3.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public systems.

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

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

Attachments: Rural Water District No. 3 Wholesale Water Sales Agreement.

WHOLESALE WATER SALES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between:

THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, hereinafter referred to as "Wichita"; and

RURAL WATER DISTRICT NO. 3 OF SEDGWICK COUNTY, KANSAS, hereinafter referred to as "District."

WITNESSETH:

WHEREAS, Wichita and the District have hereto entered into a Emergency Water Supply Contract dated July 16, 1996, whereby the District has connected to and has the right to receive water from Wichita as an emergency source of water supply which emergency connection and service are currently in existence, and the parties desire to enter into a new agreement that additionally provides for the purchase of water from Wichita on a wholesale basis; and

WHEREAS, Wichita owns and operates the Wichita Water Utilities, which produces an adequate supply of water from both surface and groundwater sources; and

WHEREAS, the water produced by Wichita has been approved by the Kansas Department of Health and Environment or domestic use; and

WHEREAS, the District constructed, operates and maintains a system of water mains and distribution lines in an area in the vicinity of Wichita; and

WHEREAS, it is the intent and purpose of this Agreement for Wichita to provide a supply of potable water in sufficient quantities to the District to meet the needs of the District's current and future customers; and

WHEREAS, the District needs additional pumping and distribution improvements to meet the needs of its existing and future customers;

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

Article 1
Permission to Connect and Right to Receive Water Service

1.1 Wichita hereby grants permission to the District to maintain and improve its current connection to the water distribution system of the Wichita water system in the vicinity of Greenwich Road and Pawnee.

1.2 Wichita hereby grants permission to the District to purchase and receive potable water on a wholesale basis from the Wichita water system for distribution to its present and future customers under the terms set forth in this Agreement.

Article 2
Water Metering and Flow

2.1 All Water sold to the District hereunder shall be measured by the master meter(s) installed in the meter vault(s) at each point of connection. Ownership of such vaults, meters, valves and other equipment located therein shall remain with Wichita.

2.2 Any changes, modifications or additions to said vault and contents shall be approved in advance by Wichita and paid for and constructed or altered as necessary by District. The District may connect to and receive date from any flow control or monitoring devices installed by Wichita within said vault, or may install and receive data from flow control or monitoring devices installed by the District at the District's expense; provided that any such device shall be approved by Wichita.

2.3 Wichita shall have the right at any time to test the master meters. If the District requests a meter test, the test shall be conducted by Wichita at District's expense. If upon such examination and test conducted in the presence of a representative of District a meter is found to be inaccurate according to the standards of the American Water Works Association, the meter will be repaired or another meter will be substituted therefore and the water bill for the immediately preceding billing period will be adjusted to include a credit for the meter test charge. Whenever Wichita finds the meter to be malfunctioning, an adjustment of charges for the immediately preceding billing period shall be made by averaging the water used for the corresponding billing period for each of the three prior years or, if such records are not extant, the best practical alternative for determining the estimate shall be used.

2.4 In the event it is necessary for Wichita to temporarily stop the flow of water into district's lines due to the need of District to make repairs to such lines, authorized representatives of District shall be permitted to shut off the water supply by use of the valve located outside of the meter vault. In the event that such discontinuance of service is necessary, District shall promptly notify Wichita that the water supply was discontinued and the purpose of such discontinuance. Whenever possible, advance notice of such discontinuance shall be given to Wichita.

Article 3
Liability for Pressure

3.1 Wichita does not guarantee to maintain any specific pressure on its water supply line. Wichita will make a reasonable effort to maintain at least the minimum pressure required by State and/or Federal regulations at the point(s) of connection.

3.2 Wichita agrees to make a reasonable effort to deliver to the point(s) of connection water quality that meets State and Federal regulations.

Article 4
Covenant to Purchase Water and Terms of Purchase

4.1 District agrees to take and pay for or to pay for as tendered, 50% of the projected water usage for each year of this Agreement, as defined in the Schedule of Projected Water Usage (the "Usage Schedule") which appears as Attachment 1 to this Agreement. This obligation shall be unconditional throughout the duration of this Agreement. parties agree the District may request a modification of this usage rate during the term of the Agreement and Wichita agrees to renegotiate such modification in good faith.

Wichita agrees to furnish and sell to District a quantity of potable water equal to 100% of projected water usage for each year of this Agreement as defined in the Usage Schedule. The 100% demand level projected on an annual basis over twenty (20) year life of the Agreement shall be as defined in the Usage Schedule.

It is anticipated that the supply needs of District will not exceed the amounts shown in the Usage Schedule. If water consumption in any one year exceeds 115% of the level as defined in the Usage Schedule for such year, there shall be a 10% surcharge pad by District to Wichita on that portion of

overall water consumption above the 115% level. For each year thereafter with respect to which the parties have not reached agreement on a revised Usage Schedule and during which overall consumption exceeds 100% of the level established by the Usage Schedule, a surcharge of 10% shall be paid by District to Wichita on that portion of overall consumption in excess of the yearly allowable limits as stated in the Usage Schedule. Surcharges payable hereunder shall be calculated on the basis of the average volume rate charged to the District in the year in which the excess occurred.

District's annual water use shall in no circumstances exceed the levels specified in the Usage Schedule. If these annual limits are exceeded, Wichita is authorized under the terms of this Agreement to put into place flow restriction measures which will result in restriction of usage by District in accordance with the volume limits as contained in the Usage Schedule.

4.2 Subject only to Articles 5 and 9 hereof authorizing interruption or curtailment of water service in case of emergency or at the direction of a public health authority, Wichita agrees to furnish up to two and one-half (2 1/2) times the pro rata daily portion of the annual contract volume of water as defined in the Usage Schedule during any one day for the applicable year of the Agreement.

4.3 If Wichita fails to furnish the daily volume of water it is obligated to furnish under this paragraph, the rate for purchase of water by District as set out in §8.1 for any such day Wichita fails to furnish such daily volume shall be reduced by ten percent (10%) This reduction in rates is on a per day basis such that a failure for one day shall result in a reduction in the rates only for water supplied on such day. The volume of water to which this reduction shall be applied shall be equal to the volume of water recorded for the billing period divided by the total number of days of service in the billing period, multiplied by the total number of days during which fails to deliver the volume of water to which this reduction shall be applied shall be equal to the volume of water recorded for the billing period divided by the total number of days of service in the billing period, multiplied by the total number of days during which Wichita fails to deliver the volume of water to District as specified in §42.

Article 5
Discontinuance of Water Service

5.1 Wichita may refuse to deliver water to the District if it is determined by the Kansas Department of Health and Environment, the Health Officer of the City of Wichita or the Health Officer of Sedgwick County that conditions exist which might lead to contamination of the public Water Supply, and may continue to refuse such deliver of water to District until such condition is remedied to the satisfaction of such official or agencies and Wichita.

Article 6
Conditions of Water Service to Customers of District

6.1 District agrees to have in effect for all its customers a water conservation plan. Within six (6) months of the effective date of this Agreement, such conservation plan shall be submitted to and approved by Wichita. Future changes in such plan shall also be submitted to Wichita for approval. Such approvals shall not be unreasonable withheld.

District further agrees it will review and incorporate to the extent possible and reasonable any changes Wichita makes to its program. District shall accomplish such modification within ninety (90) days of written notification by Wichita of such changes.

6.2 District agrees that all water service connections will be individually metered and billed no less frequently than bimonthly.

6.3 District agrees to institute for its customers any water restrictions imposed by Wichita on its customers within forty-eight (48) hours of written notice of promulgation of such restrictions from Wichita.

6.4 District agrees to adopt regulations recommending that any yew plumbing fixtures be of a low water use type to the same extent as is required by the ordinances of Wichita, as they may from time to time be amended.

6.5 District agrees that any violation of the provisions of this Article 6 shall result in a surcharge on rates for water service from Wichita to District in the amount of 10% above the rates as outlined in Article 8 for as long as the said violation shall continue after Wichita has provided the District with written notice of any violation and provided a reasonable time to cure such violation.

Article 7
District Service Area

7.1 District agrees to provide water service only to customers within the Service Area defined by the boundaries described in Attachment 2 of this Agreement.

7.2 District agrees that it will not sell water to other incorporated cities, improvement districts, rural water districts or to other customers located outside of the Service Area as delineated in §7.1 of this Agreement without the express written approval of Wichita. Wichita hereby grants an exception to this provision to acquire water from the City of Haysville to service new area South of Haysville and East of the River and an Emergency Water supply contract with the City of Augusta with service provisions similar to the existing provisions of the Emergency Water contract of 1996, provided that the District gives timely notice to Wichita of the intent to acquire water and provide such service.

7.3 In the event that the District violates the provisions of §§7.1 or 7.2 concerning service outside of the defined Service Area, District shall have ten (10) days to correct such violation after receipt of written notice from Wichita of the existence of such violation. If the District fails to make such correction and eliminate any such violation, Wichita may discontinue water service to District. As an alternative to discontinuance of water service, Wichita may impose at the discretion of Wichita, and District agrees to pay, a surcharge of 100% on all water sold to District during the period of time such violation remains uncorrected.

7.4 The service area described herein is subject to renegotiation by the parties at any time after five (5) years have elapsed from the effective date of this Agreement. Renegotiation of the service area may be commenced by either party notifying the other party of its desire to renegotiate the service area at least forty-five (45) days in advance of the anniversary date of the five-year period. Either party reserves the right to refuse to agree to a service area change request.

Article 8
Rates for Water Service

8.1 The rate charged District for water service shall be in accordance with the rates established and amended from time to time for by Wichita for Wichita's wholesale water customers.

8.2 District shall be considered by Wichita as one customer for computation of water charges. The water volume charges for treated water shall be based on actual metered water consumption at the rate for wholesale service under the terms of applicable rates as provided in §8.1 on this agreement.

8.3 District will be billed monthly at the rates established by the provisions of this Agreement and by Wichita ordinances. If said bill is not paid within twenty-five (25) days after Wichita mails said bill, interest will be charged and District agrees to pay such interest in accordance with the ordinances of Wichita, as the same may exist from time to time.

8.4 District will be required to adopt, and maintain in place throughout the term of this Agreement, a conservation based rate structure with graduated usage blocks similar in concept to the rate

structure employed by Wichita for its retail customers.

Article 9
Emergency Restriction or Interruption of Service

9.1 Wichita hereby agrees to make reasonable efforts to provide adequate water service and pressure pursuant to the terms of this Agreement. However, it is understood and agreed by the parties hereto that the Wichita water supply might, by reason of unforeseen catastrophe or disaster (commonly called acts of God) or shortage of water, be temporarily restricted or interrupted.

9.2 Restriction or interruption of service to the District under such conditions or as a result of pipeline failures shall not give rise to any claim on the part of District, or customers of District, against Wichita or its water utility. In such cases, Wichita will make reasonable efforts to restore normal water service.

9.3 Wichita agrees that it will not restrict or interrupt water service to District pursuant to this Agreement by reason of a shortage of water unless service to Wichita's retail water customers is subject to similar limitations.

Article 10
Operation and Maintenance

10.1 District shall be fully responsible for the operation and maintenance of the water distribution system owned by District, except as otherwise provided herein, and District agrees to indemnify and hold Wichita harmless of and from any claim or legal action against Wichita or District arising from the operation or maintenance by District of water systems owned by District, or any part or extension thereof.

In the event that it is necessary to temporarily stop the flow of water into the District transmission system, as authorized representative of District shall be permitted to shut off the water supply by use of the valve located outside the meter vault. In the event that such discontinuance of service is necessary, District shall notify the Wichita Water Utilities by contacting the Water Production and Pumping Superintendent or his/her authorized representative and specify the period of time the water supply will be discontinued before closing the valve. Likewise, District shall notify Wichita prior to reopening the valve.

In the event such discontinuance of service is initiated by Wichita, Wichita will likewise notify District.

10.2 Wichita agrees to install 6" meter at the point of connection at the cost to the District.

Article 11
Agreement Term and Renewal

11.1 The term of this Agreement shall be twenty (20) years. Upon mutual agreement between District and Wichita, this Agreement may be extended for one additional period of up to ten (10) years under the same terms and conditions as contained herein.

11.2 District shall notify Wichita before the end of the sixteenth (16th) year of this Agreement as to whether District wishes to extend this Agreement.

11.3 If Wichita and District fail to agree on an extension of this agreement before the end of the seventeenth (17th) year of this Agreement, this Agreement shall terminate at the end of the twentieth (20th) year.

11.4 In the event this Agreement terminates, District shall disconnect its water distribution system from Wichita's pipeline connection no later than one (1) following expiration of this Agreement. All water sold to District after this date shall be subject to a 100% surcharge above the rates as defined in Article 8.

11.5 In the event this Agreement expires as provided in §11.3 above, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until District has actually disconnected from Wichita's water system and District has paid all amounts due Wichita under the terms of this Agreement or any amendments thereto.

Article 12
Notices and Mediation

12.1 All notices required to be given herein shall be in writing and shall be delivered in person or mailed by certified mail to the following addresses:

(a) All notices (including emergencies) to Wichita:

City Clerk
City Hall-7th Floor
455 North Main
Wichita, KS 67202

Director of Public Works & Utilities
455 North Main
Wichita, KS 67202
Phone: 316-2674431
Fax: 316-858-7761

(b) All notices to District

Office Manager
P.O. Box 39
1120 E. 111th St. S.
Mulvane, KS 67110

Chairman of the Board of Directors
P.O. Box 39
1120 E. 111th St. S.
Mulvane, KS 67110

12.2 In the event negotiation of any terms or conditions takes place between the parties as called for and defined in this Agreement, and if no agreement is reached as a result of such negotiation, the parties hereto agree to attempt mediation. Such mediation shall take place by appointment of an individual mediator chosen from a list of names to be submitted to both parties from the League of Kansas Municipalities or other such entity as may be mutually agreed upon by the parties hereto. Such mediation shall be undertaken by the parties hereto in good faith, but the same shall be non-binding.

Article 13
Cancellation of Emergency Agreement

13.1 The Emergency Water Supply Contract dated July 16, 1996, is hereby cancelled effective December 31, 2010.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be signed by their respective office duly authorized so to do on the dates set forth below.

THIS AGREEMENT SHALL BE EFFECTIVE on the date first above written and upon execution of each party hereto.

RURAL WATER DISTRICT No. 3

_____
_____, Board President

ATTEST:

_____

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

_____

Ray Connell, RWD # 3 Attorney

APPROVED AS TO FORM

_____

Gary E. Rebenstorf, Director of Law

Attachments

Schedule of Projected Water Usage
District Service Area Boundaries (Legal Description)
District Service Area Map

Sedgwick County Rural Water District No. 3

Water Purchase Agreement
Attachment No. 1
August 2010

Projected Water Usage
Through year 2031

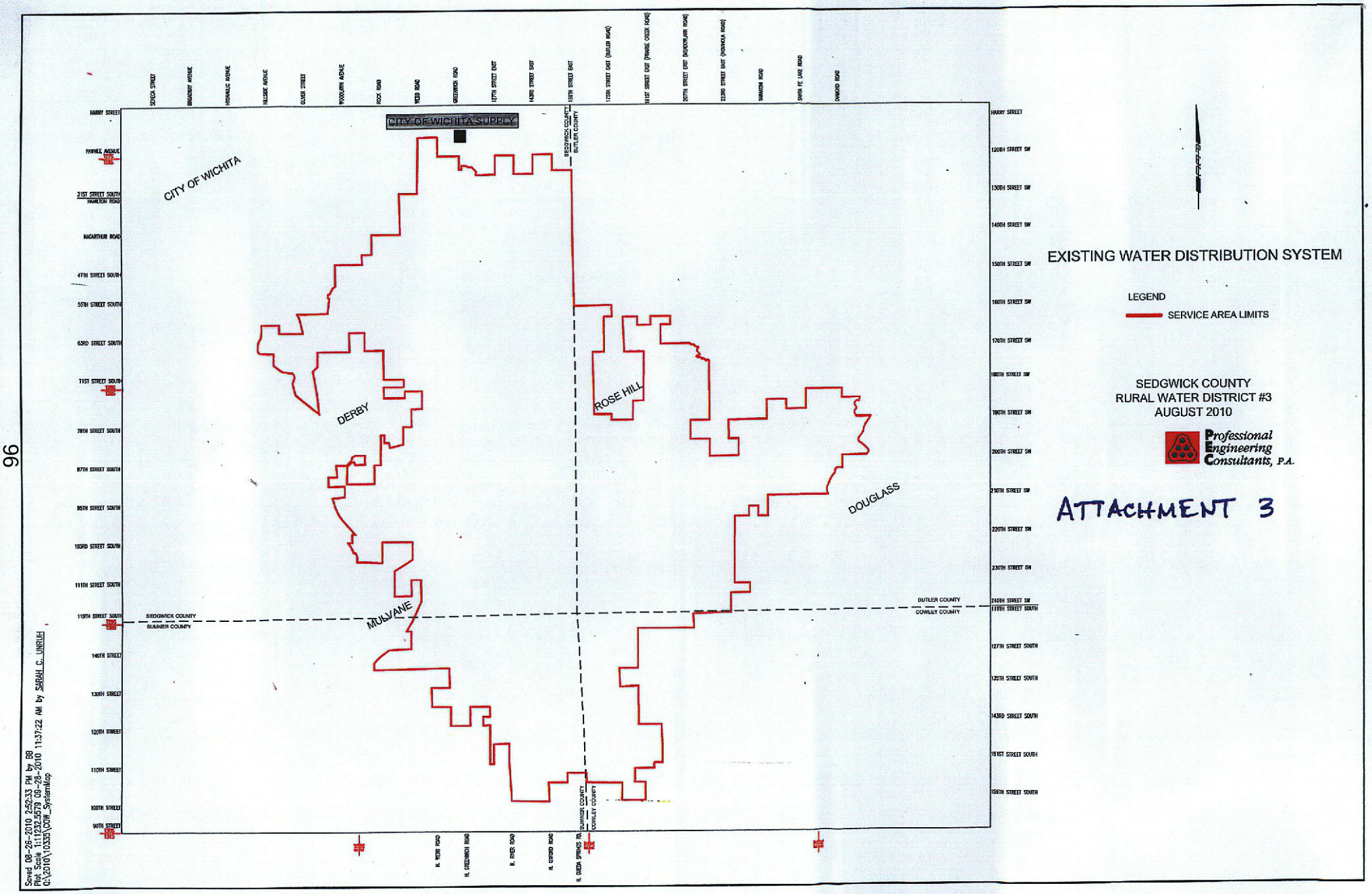
Year	Annual Water Purchase (MG)
2010	165.6
2011	168.3
2012	171.1
2013	173.9
2014	176.8
2015	179.7
2016	182.7
2017	185.7
2018	188.8
2019	191.9
2020	195.1
2021	198.3
2022	201.5
2023	204.9
2024	208.3
2025	211.7
2026	215.2
2027	218.7
2028	222.3
2029	226.0
2030	229.7
2031	233.5

Sedgwick County Rural Water District No. 3

Water Purchase Agreement
Attachment No. 2
August 2010

Index of Annexations

Item	Date	Description
Order incorporating Sedgwick County Rural Water District No. 3	1971	Copy of Order Dated February 16, 1972 by the Sedgwick County Commission is provided
District Expansion	1978	Copy of Order dated September 27, 1978 is provided.
Annexation	1992	Copy of Order dated December 16, 1992 is provided.
Annexation	1994	Copy of Order dated October 5, 1994
Annexation	1997	Copy of Order dated December 31, 1997 is provided.
Annexation	1998	Copy of Order dated April 15, 1998 is provided.
Annexation	1998	Copy of legal description is provided.
Annexation	2000	Copy of Order dated November 7, 2000.
Annexation	2004	Copy of Order dated March 3, 2004.
Annexation	2009	Copy of Petition dated December 8, 2009 with legal description attachment


EXISTING WATER DISTRIBUTION SYSTEM
LEGEND
SERVICE AREA LIMITS
SEDGWICK COUNTY
RURAL WATER DISTRICT #3
AUGUST 2010
Professional Engineering Consultants, P.A.
ATTACHMENT 3
CITY OF WICHITA SUPPLY
CITY OF WICHITA
DERBY
ROSE HILL
DOUGLASS
MULVANE
SEDGWICK COUNTY
BUTLER COUNTY
SUMNER COUNTY
COWLEY COUNTY
HARRY STREET
PAWNEE AVENUE
31ST STREET SOUTH
HAMILTON ROAD
MACARTHUR ROAD
47TH STREET SOUTH
55TH STREET SOUTH
63RD STREET SOUTH
71ST STREET SOUTH
79TH STREET SOUTH
87TH STREET SOUTH
95TH STREET SOUTH
103RD STREET SOUTH
111TH STREET SOUTH
119TH STREET SOUTH
140TH STREET
130TH STREET
120TH STREET
110TH STREET
100TH STREET
90TH STREET
SENECA STREET
BROADWAY AVENUE
HYDRAULIC AVENUE
HILLSIDE AVENUE
OLIVER STREET
WOODLAWN AVENUE
ROCK ROAD
WEBB ROAD
GREENWICH ROAD
127TH STREET EAST
143RD STREET EAST
159TH STREET EAST
173RD STREET EAST (BUTLER ROAD)
191ST STREET EAST (PRAIRIE CREEK ROAD)
207TH STREET EAST (MUSCOMLAKE ROAD)
223RD STREET EAST (NOWKAKA ROAD)
TAMARONA ROAD
SANTA FE LAKE ROAD
OWAGHO ROAD
120TH STREET SW
130TH STREET SW
140TH STREET SW
150TH STREET SW
160TH STREET SW
170TH STREET SW
180TH STREET SW
190TH STREET SW
200TH STREET SW
210TH STREET SW
220TH STREET SW
230TH STREET SW
240TH STREET SW
119TH STREET SOUTH
127TH STREET SOUTH
135TH STREET SOUTH
143RD STREET SOUTH
151ST STREET SOUTH
159TH STREET SOUTH
N. WEBB ROAD
N. GREENWICH ROAD
N. RIVER ROAD
N. OXFORD ROAD
N. SEDA SPRINGS RD
Saved 08-26-2010 2:50:33 PM by BB
Plot Scale 1:112232.579 08-26-2010 11:37:22 AM by SARAH C. UNRUH
Q:\2010\10335\CDM_SystemMap

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: An Ordinance Amending Sections 5.37.033, and 5.37.035 of the Code of the City of Wichita, Kansas, Pertaining to Graffiti and Repealing the Original of Sections 5.37.033 and 5.37.035.

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Approve the first reading of the ordinance.

Background: On August 17, 2010, the City Council passed amendments to Chapter 5.37 regarding graffiti. The amendments were passed based on recommendations made by the Anti-Graffiti Taskforce which was composed of staff from the Wichita Police Department, Office of Central Inspection, Law Department, Public Works and citizen volunteers. The amendments made possession of certain graffiti implements illegal on public and school property.

On October 5, 2010, Mr. Ram Hull addressed the City Council regarding his concern that the amendments did not require any intent, by an individual charged with the crime, to utilize the implements in an unlawful manner, and that mere possession of the items was illegal.

Based on Mr. Hull's comments, staff was directed to review the ordinances and draft clearer language which incorporated a requirement that the individual intend to use graffiti implements in an unlawful manner.

Analysis: The amendments adopt the language suggested by Mr. Hall and require that an individual charged with unlawfully possession graffiti have the intent to utilize the implements unlawfully to place graffiti on the property of another person without the person's consent.

Financial Considerations: None.

Goal Impact: Provide a Safe Community and Enhance Quality of Life. The revised ordinance will allow the Police Department to enforce graffiti violations.

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

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

Attachments: Delineated copy of the ordinance.

First Published in The Wichita Eagle on December 17, 2010

07/20/10

ORDINANCE NO.48-915

AN ORDINANCE AMENDING SECTION 5.37.010 AND CREATING SECTIONS 5.37.033, 5.37.035, 5.37.038 AND 5.37.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GRAFFITI AND REPEALING THE ORIGINAL OF SECTION 5.37.010 AND 5.37.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

Section 1. Section 5.37.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** For the purposes of this chapter, the following terms shall have the meaning ascribed to them in this section:

(a) 'Aerosol paint' means any aerosol container that contains anything other than a solution which can be removed with water after the solution dries.

(b) 'Broad tip markers' means any marker or similar implement which has a writing tip which is ½ inch wide or greater and contains anything other than a solution that can be removed with water after the solution dries.

(c) 'Etching implements' means tools, implements, products or solutions manufactured for the purpose of permanently altering glass, metal or other surfaces.

(d) ‘Graffiti’ means any unauthorized writing, inscription, word, figure or design which is marked, etched, scratched, drawn or painted on any structural component of any building, structure, fence, wall, or other facility, regardless of the nature of the material used in its application or upon which it is applied.

(e) ‘Graffiti implements’ means any aerosol paint container, broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.

(f) ‘Graffiti removal levy’ means the charge made by the city and computed by the Office of Central Inspection for removing graffiti from property, plus all penalties for nonpayment of the charges which have accrued.

(g) ‘Owner’ as used in this section, means any person so designated in the current files of the real estate division of the county clerk's office, and also any person having or claiming to have any legal or equitable interest in the premises.

(h) ‘Paint stick or graffiti stick: any device containing a solid form of paint, chalk, wax, epoxy or other similar substance capable of being applied to a surface by pressure and leaving a mark of at least one-eighth of an inch in width.

(i) ‘Property’ or ‘premises’ means any lot, parcel, tract, or piece of land, improved or unimproved, in the city, and includes any building, fence, wall or other structure located thereon.

(j) ‘Superintendent’ means the Superintendent of the Office of Central Inspection.”

SECTION 2. Section 5.37.033 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Possession of Graffiti Implements by Minors Prohibited.** It is unlawful for any person under eighteen (18) years of age to have in his or her possession any graffiti implement while on any public, private or parochial school property, grounds, facilities, buildings, or structures, or within one hundred (100) feet of such properties, or upon the private property of another without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of felt tip markers by minors attending, or traveling to or from the school at which the minor is enrolled, if the minor is participating in a class at said school which formally requires the possession of felt tip markers.”

SECTION 3. Section 5.37.035 of the Code of the City of Wichita, Kansas, is created to read as follows:

“**Possession of Graffiti Implements Prohibited in Public Places.**

It is unlawful for any person to have in his/her possession any graffiti implement while in, upon or within one hundred (100) feet of any public facility, park, playground, swimming pool, skate park, recreational facility, or other public building owned or operated by the city, county, state, or federal government, or while in, under or within one hundred (100) feet of an underpass, bridge,

abutment, storm drain, spillway or similar types of infrastructure unless otherwise authorized."

SECTION 4. Section 5.37.038 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Limiting Access to Graffiti Implements.** (a) It shall be unlawful for any person, other than a parent or legal guardian to sell, exchange, give, loan, or otherwise furnish, or cause or permit to be exchanged, given, loaned, or otherwise furnished, any aerosol paint container to any person under the age of eighteen (18) years without the written consent of the parents or guardian of the person.

(b) It shall be unlawful for any person to sell, deliver, give, exchange, give or lend, or cause or permit to be sold, exchanged, given, loaned or otherwise furnished any graffiti implements to any person who appears to be under the age of twenty-one (21) years without having first verified the individual's age by means of a photographic identification card such as a driver's license, state identification card, passport or military identification."

(c) The provisions of subsection (a) and (b) shall not apply to projects, lessons or educational instruction, when such items are required for such educational projects or instruction and the project or instruction is under the direct supervision of a parent, public or parochial school teacher or educator or private art instructor.

SECTION 5. Section 5.37.150 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Penalty.** (a) Any minor violating the provisions of this chapter shall be dealt with in accordance with juvenile court law and procedures.

(b) Any person violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than two hundred fifty dollars or more than one thousand, or by imprisonment for not more than six months or by both such fine and imprisonment.

(c) Upon a second or a subsequent conviction, the court shall impose a fine of not less than five hundred dollars**,** nor more than one thousand dollars, or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

(d) For the purpose of determining whether a conviction is a first or subsequent conviction in sentencing under this section:

(1) Conviction includes being convicted of a violation of this chapter or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging such violation.

(2) Conviction includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this chapter prohibit or entering into a diversion or deferred judgment agreement in lieu of further criminal proceeding in a case alleging a violation of such a law or ordinances.

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(e) In addition to the penalties set forth in this section, the court may order the defendant to perform the necessary labor to clean up, repair or replace the property damaged by that person or to pay any costs incurred by the owner related to the cleanup, repair or replacement of property damaged by that person."

SECTION 6. The originals of Sections 5.37.010 and 5.27.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of December, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED 10/20/10

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 5.37.033, AND 5.37.035, OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GRAFFITI AND REPEALING THE ORIGINAL OF SECTION 5.37.033 AND 5.37.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 5.37.033 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Possession of Graffiti Implements by Minors Prohibited.** It is unlawful for any person under eighteen (18) years of age to ~~have in his or her~~ possess~~ion~~, <u>with the intent to place graffiti on the property of another,</u> any graffiti implement while on any public, private or parochial school property, grounds, facilities, buildings, or structures, or within one hundred (100) feet of such properties, or upon the private property of another without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of felt tip markers by minors attending, or traveling to or from the school at which the minor is enrolled, if the minor is participating in a class at said school which formally requires the possession of felt tip markers."

SECTION 2. Section 5.37.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Possession of Graffiti Implements Prohibited in Public Places.**

It is unlawful for any person to ~~have in his/her~~ possess~~ion~~, with the intent to place graffiti on the property of another, any graffiti implement while in, upon or within one hundred (100) feet of any public facility, park, playground, swimming pool, skate park, recreational facility, or other public building owned or operated by the city, county, state, or federal government, or while in, under or within one hundred (100) feet of an underpass, bridge, abutment, storm drain, spillway or similar types of infrastructure unless otherwise authorized."

SECTION 3. The originals of Sections 5.37.033 and 5.27.035 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. III-12

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Comprehensive Cost of Service Analysis

INITIATED BY: Department of Public Works and Utilities

AGENDA: New Business

- -

Recommendation: Approve contract.

Background: A Cost of Service Analysis (COSA) for Water and Sewer was conducted in 2007 for a five year study period of 2007-2011. The purpose of a COSA is to project future revenue requirements of the water and sewer utilities, determine the adequacy of rates and the rate structure to recover the revenue requirements, and develop rates and refine the rate structure so that the system will recover the revenue requirements in an equitable manner from various classes.

Analysis: The City of Wichita has experienced changed conditions which have caused the need for a review of the customer water demand, cost input, customer class cost of water and sewer service rate structure, and financial planning assumptions underlying the current water and sewer rates. A Request for Proposal was determined to provide the best option for the City to review their current rate structure based on current and future needs.

A Request for Proposal was issued to qualified consultants to conduct a cost of service analysis to ensure that water and sewer rates are cost-based, equitable, and defensible. Seven proposals were received; three vendors were interviewed by the staff screening and selection committee. Based upon experience, qualifications, proposal specifications, schedule and cost, the selection committee recommends RFC (Raftelis Financial Consultants, Inc.).

RFC will examine the existing assets and future infrastructure needs in order to identify an annual target for investing in the water and sewer systems. The current rates and the rate structure will be reviewed along with the operating and capital costs of the utilities. This information will be used to recommend changes to the rate structure, ensuring that water and sewer charges are cost-based, equitable, and defensible. Additionally, RFC will develop an interactive financial model that accounts for weather and economic variables, allowing City staff to more accurately estimate revenues and expenditures.

Financial Considerations: The Cost of Service Analysis will total $81,710 and should be completed by March 30, 2011.

Goal Impact: This study supports the City Council's goal of protecting the investment in public infrastructure. It will result in the level of funding necessary to fully maintain the water and sewer systems.

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

Recommendations/Actions: It is recommended that the City Council approve the contract with RFC (Raftelis Financial Consultants, Inc.) in the amount of $81,710.

Attachment: Contract with Raftelis Financial Consultants, Inc. for FP030064 – Comprehensive Cost of Service Analysis for the Wichita Water Utilities Department

RECEIVED
NOV 2 2 2010

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made between the City of Wichita, Kansas (hereinafter referred to as the City) and Raftelis Financial Consultants,Inc, 3013 Main Street, Kansas City, MO 64108, Telephone (816)285-9020, (hereinafter referred to as the Consultant) on the 7th day of December, 2010.

WHEREAS, the City desires to employ the services of the Consultant to review, analyze and prepare a complete comprehensive cost of service analysis for Water and Sewer Operations and to develop outcomes-based measurements for its effectiveness of pricing for the City of Wichita; and

WHEREAS, the City has sought competitive proposals for this purpose under Proposal No. FP030064, and Consultant has submitted the proposal most beneficial to the City, and

WHEREAS, the Consultant is desirous and capable of providing the services required.

NOW, THEREFORE, the parties agree as follows:

I. ***Term.*** The work under this Agreement shall commence on or before December 1, 2010. The report and recommendations shall be completed on or before March 31, 2011, unless the time for completion is extended by the written agreement of the parties. The parties anticipate that the outcomes-based measurements will be adjusted after anaylsis over the contract time, and for that purpose this Agreement will remain open until April 30, 2011.

II. ***Services to be Performed by the Consultant.*** The Consultant shall perform the services described in the attached Scope of Services (Exhibit B) except as hereafter amended by the agreement of the parties. Exhibit B is made a part of this Agreement by reference.

III. ***Billing and Payment.*** The services rendered by the Consultant pursuant to this Agreement shall be compensated in a total amount not to exceed $81,110.00. Consultant shall remit invoices of the completed task. The City agrees to pay invoices for services rendered in incremental payments upon completion of the task according to the price schedule Exhibit B. Upon receipt of monthly invoice, the City will remit payment of same amount to the RFC within 30 days.

IV. ***Independent Contractor Status.*** The Consultant's status for conduct of tasks described herein shall be as an independent contractor, and not as an agent or employee of the City. Any and all employees or agents of the Consultant while engaged in the performance of any work or service required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may arise under the Kansas Workers' Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or agents while so engaged in any of the work or service anticipated herein shall be the sole obligation and responsibility of the Consultant.

V. ***Acceptance Procedure.*** The Consultant shall render the deliverables described in Attachment A, under the terms and conditions thereof. The City shall have a maximum

of thirty (30) working days from the delivery of the final draft of the completed report and recommendations within which to respond in writing to such delivery. If the City believes the completed work does not conform to the requirements of the Agreement, it shall notify the Consultant in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the project fails to conform. In the absence of such notice of non-conformance, acceptance of the work will be presumed.

VI. ***Nondiscrimination in Employment.*** During the performance of this Agreement, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, ancestry or national origin. The City's anti-discrimination requirements, attached as Exhibit A, are made a part of this Agreement by reference.

VII. ***Termination by the City.*** If, for any cause, the Consultant shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination, effective thirty (30) days following receipt of same, provided, however, that the Consultant shall be provided a reasonable time within which to remedy such deficiencies. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

VIII. ***Termination by the Consultant.*** The Consultant may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement, effective thirty (30) days following receipt, provided, however, that the City shall be provided a reasonable time within which to remedy such deficiencies.

IX. ***Governing Law.*** The laws of the State of Kansas shall govern the validity, construction, interpretation, and effect of this Agreement.

X. ***Waivers.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

XI. ***Reliance on Data.*** In performance of the services, it is understood that the Client and/or others may supply RFC with certain information and/or data, and that RFC will rely on such information. It is agreed that the accuracy of such information is not within RFC's control, and RFC shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of RFC's scope of services.

XII. ***Opinions and Estimates.*** RFC's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and RFC's expertise and qualifications as a

professional. RFC does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. RFC identifies costs, allocates costs to customer classes, and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

XIII. ***No Consequential Damages.*** To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

XIV. ***Representatives of Contracting Parties.*** The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:

(a) Representing the City:

Ben Nelson
Finance Department
455 N. Main 12th floor
Wichita, Kansas 67202
316-268-4148
bnelson@wichita.gov

(b) Representing the Consultant:

Mr. William Stannard, President
3013 Main Street
Kansas City, MO 64108
816-285-9020
wstannard@raftelis.com

XV. ***Insurance and Indemnification.***

A. Consultant will carry occurrence 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, 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

B. Consultant shall save and hold the City harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of Consultant, its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement.

XVIII. ***Prohibition against Assignment and delegation.*** Notwithstanding any other provision of this Agreement, the Consultant warrants that it shall not transfer, pledge, or otherwise assign this Agreement, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust, company, or other financing institution. None of the Consultant's duties under this Agreement may be delegated to or sub-contracted to any persons other than those described in the successful proposal without the express written permission of the City.

XIV. ***Third Party Rights.*** It is specifically agreed between the parties that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

XV. ***Compliance with Laws.*** The Consultant shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Attest:

Karen Sublett
City Clerk

City of Wichita, KS

Carl G. Brewer
Mayor

Approved as to Form:

Gary E. Rebenstorf
Director of Law

Raftelis Financial Consultants, Inc.

William Stannard, President

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, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

Exhibit B

Scope of Services and Payment Schedule

Scope of Services

Task 1: Project Initiation and Management

The project initiation task will begin the Department's water and wastewater cost of service analysis and insure that it progresses in an efficient and deliberate manner. Task 1 will include a kick-off meeting and the collection and review of all relevant data and documents.

Task 1.1: Kick-off Meeting

The kick-off meeting provides a solid foundation for the project. The meeting serves as a forum in which Department management and staff can provide input on the project's approach, work plan, scheduling, and priorities. A successful kick-off meeting insures that project participants are in mutual agreement regarding project goals and expectations. RFC will develop a kick-off meeting package that contains the meeting agenda and presentation materials to guide the discussion.

Task 1.2: Data and Document Review

As part of this task, RFC will conduct interviews with Department management and staff to obtain a thorough understanding of the financial, operational, regulatory, and political environment in which your water and wastewater utilities operate. Key issues and areas of concern, such as operating procedures, financial management strategies, long-term capital expenditure trends, and the pricing objectives used to develop the current rate structure(s) will be reviewed and discussed to the extent necessary. Historical information related to costs, customer demographics, demand patterns, capital spending, fund balances, and revenue generation will be reviewed to gain a better understanding of the Department's operating characteristics and to develop the information and materials required to facilitate the completion of later tasks. RFC will produce and deliver to the City a project memorandum summarizing the results of the Kick-off Meeting and Interviews.

Task 1.3: Ongoing Project Management

The proposed project approach entails several different, yet interrelated, work efforts that will require effective coordination between RFC and Department staff. Our project management approach stresses communication, teamwork, objectivity, and accountability for meeting project objectives. This includes general administrative duties such as client correspondence, billing, project documentation, and administration of the study control plan. This provides for consistent and competent project management to insure that all deadlines and objectives are

met in a timely and efficient manner. We believe in a "no surprises" approach so that the client is aware of the status of the project at all times. Our approach includes the following:

- A strong project director who will be responsible for facilitating a close working relationship between RFC and the Department. The project director is accountable for meeting the technical requirements of the project, schedule, and budget.

- Ample resources to insure timely completion of the project.

- Client involvement and control through regular and open communication between RFC and Department staff including monthly status reports showing the tasks accomplished and identification of potential problems and solutions.

- Assurance of budget and schedule control through the project director's use of RFC's project accounting and management system.

- Coordination of activities between RFC and Department staff to meet project objectives and deadlines.

- Assistance to Department staff in presenting study results to the Department Council and the public.

Task 2: Customer Demand Analysis

Task 2.1: Consumption Analysis and Demand Forecasting

Accurately forecasting future water consumption and wastewater generation is a challenge because there are several unforeseeable factors that can affect consumption. In the case of the Department, climatic and economic variability have had dramatic effect on consumption. Projected demand directly affects customer rates which in turn determines how much cash the Department will collect. If consumption is overstated, the Department will under recover its costs and be faced with a revenue deficit and diminished reserves. If consumption is underestimated, it will over recover costs and may face public scrutiny due to unduly high rates.

To help the Department gain a better understanding of customer consumption characteristics, RFC will analyze how climatic and economic conditions impact usage patterns. Based on demographic data, we will calculate a growth rate for service area population. Moreover, using bill frequency analysis, we will study available historical consumption of the Department's different customer user classes to better understand the consumption patterns for each type of customer on a monthly, seasonal and annual basis. Based on this historical analysis, and planning data RFC will develop projections of consumption to be used in the water and sewer cost allocation process and rate structure analysis.

Task 2.2: Customer Peaking Analysis

By reviewing billing records and usage information provided by the Department, RFC will perform a peaking analysis that shows how usage for different customer types varies seasonally. Water system components are designed to meet peak demand conditions, therefore, customers with high peaking factors who place higher demands on the water system deserve to bear a proportionally higher percentage of the overall cost. Peaking is often expressed as a ratio of system peak day or peak hour flow to average baseline flow. The results of Tasks 2.1 and 2.2 will be used to determine if it is appropriate for the Department to create additional customer user classifications for rate setting purposes. This will also include a review of the Average Winter Consumption (AWC) calculation upon which sewer bill amounts are determined. RFC will produce and deliver a project memorandum summarizing the findings from the Customer Demand Analysis.

Task 3: Review of the HDR Financial Plan and Revenue Requirement Calculations

RFC will conduct a thorough review of the cost and demand forecasting assumptions contained in the HDR financial plan including the forecast revenue requirements for the Department's water and wastewater utilities. RFC will recommend updates of the cost and demand forecasting assumptions as required to reflect changes in customer consumption characteristics or current or forecast Department operations since the completion of the HDR Financial Plan. RFC will produce and deliver a project memorandum summarizing our findings and recommendations regarding the review of the HDR Financial Plan.

Task 4: Comprehensive Financial Plan and Revenue Requirement Determination

Task 4.1: Forecasting

RFC will conduct a comprehensive analysis of all debt service, capital expenditure, operating expenditure, Department General Fund transfer, non-rate revenue offset, and cash reserve balance targets to be included in the ten-year financial plan. These projections, developed in consultation with the Department's staff, will be made in light of assumptions including, but not limited to, forecast water and wastewater demand under varying climatic and economic conditions, forecast inflation, current and future regulatory requirements, and the age and condition of the Department's existing utility infrastructure. The projected annual revenue requirements contained in the financial plan will serve as the basis for determining the cost of

service that must be recovered through the Department's water and wastewater rates. Key activities in this task include:

- Forecast of customer counts by different water and wastewater customer user classes.

- Forecast of revenues under the Department's existing schedule of water and wastewater rates and fees, including miscellaneous and non-operating income sources.

- Forecast of operations and maintenance expenses including the incremental expenses associated with any new facilities projected to become operational during the planning period.

- Development of a financing plan for the Department's long-term capital improvement program incorporating an appropriate balance of debt financing, rate revenues, and cash reserves.

- An evaluation of the Department's practices for the maintenance of cash reserve balances and the development of potential recommendations for modifications to reserve balance targets.

Task 4.1: Sensitivity Analysis

A critically important part of the financial planning process will be to conduct a sensitivity analysis of the water and sewer rate revenues required to fund critical capital expenditures, ensure compliance with bond covenant requirements and achieve adequate reserve balances to meet the post probable contingencies. The ultimate objective of the financial plan will be to develop a strategy that insures the optimal mix of rate revenues and potential new debt financing. The optimal financing mix will allow the maximum possible financial flexibility under a range of demand growth and capital investment funding scenarios.

Task 5: Comprehensive Cost of Service Analysis

The water and wastewater revenue requirements developed in Task 3 or Task 4 will be allocated to specific customer user classes using industry standard cost allocation procedures that form the foundation for the development of equitable and defensible cost of service rates.

Task 5.1: Revenue Requirement Cost Functionalization

RFC will allocate the Department's water and wastewater revenue requirements to the appropriate functional cost categories. These functional cost categories are based on utility engineering design and/or operational characteristics, coupled with our experience performing cost allocations for other water and wastewater utilities, to insure the appropriate allocation of costs. These functional categories may include:

Water System

- Source of Supply
- Transmission
- Distribution
- Fire Protection
- Meters
- Customer Services
- Other Administration

Wastewater System

- Collection Mains – Laterals
- Collection Mains – Small (<18")
- Collection Mains – Large (>18")
- Other Collection System
- Treatment Plant
- Industrial Waste Control
- Meters
- Customer Service
- Other Administration

Task 5.2: Revenue Requirement Cost Classification

RFC will allocate the Department's functionalized water and wastewater revenue requirements to the appropriate cost classification components. These cost classifications will be based on standard industry practices, coupled with our experience in performing cost allocations for other water and wastewater utilities, to insure the appropriate assignment of costs. The cost classification components may include:

Water Utility

- Annual Volume

- Maximum Day and Maximum Hour Peak Demand
- Fire Protection

Wastewater Utility

- Average Day Volume
- Biochemical Oxygen Demand (BOD)
- Suspended Solids (TSS)
- Nutrients such as Nitrogen (TKN) and/or Phosphorous (P)
- Industrial Customer Waste Control
- Customer Billing

Task 5.3: Determination of Customer User Class Revenue Requirements

RFC will determine the appropriate allocation of the Department's water and wastewater revenue requirements to specific customer user classes. The first step in this process is to assign customers into specific user classes based on service type, usage characteristics, or geographic location. The second step is to calculate the unit cost of service associated with each of the relevant cost classification components determined in Task 5.2. Service requirement quantities for each of these cost classification components are then estimated for each customer user class.

The final step involves calculating that portion of the Department's total system revenue requirement to be allocated to each customer user class. This is accomplished by multiplying the unit cost of service for each cost classification component by the estimated service quantities estimated for each customer user class.

Task 5.4: Outside Department Cost Analysis

The Department provides water service to customers located outside the City of Wichita's jurisdictional boundaries. It is common for outside City rates to be determined using a "utility basis" methodology rather than the "cash basis" methodology commonly used to determine rates for customers located within a utility's municipal jurisdiction. RFC will work with Department staff to determine the most appropriate cost recovery methodology for outside Department customers to ensure that the Department is receiving a fair and reasonable return on the investment made to provide outside Department service.

Task 5.5: Comparison of Customer User Class Costs and Revenues

Once revenue requirements (costs) are identified by customer user class, we will compare these costs to the revenues generated under the Department's existing water and wastewater

rate structures. This comparison will allow the Department to examine to what extent some customer user classes are being subsidized by other customer user classes under the existing rate structure.

Task 6: Comprehensive Rate Structure Analysis

Based on our understanding the Department's water and sewer rate objectives (rate equity, defensibility, enhanced rate revenue stability, and continued provision of conservation price signals), RFC will conduct an analysis of the Departments existing rate structure as discussed fully in the Scope of Required Services Section of this Proposal.

Task 7: Develop the Interactive Pro Forma Model

RFC will develop an interactive, Microsoft Excel-based modeling tool that allows the City to analyze the difference between actual and forecast water and sewer rate revenue on a utility wide, customer class specific, and consumption block specific basis. The model will be designed to be a management information tool that not only compares actual results to budgeted results, but also a forecasting tool that allows the City to forecast the cash flow and bond covenant impacts of reduced (or increased) water consumption caused by changes in climatic and economic conditions. The Pro Forma Model will utilize data inputs from other City management information systems. Where practical these data inputs will be imported electronically. The City will be provided with a fully functioning Microsoft Excel version of the pro forma, and RFC personnel will fully train City staff to utilize the modeling tool.

Task 8: Reports and Presentations

Task 8.1: Preliminary Draft Report

RFC will prepare a draft report to document the results of the cost of service analysis. The report will summarize RFC's recommendations and the impacts these changes will have on the Department's customers. Once a draft of the report is completed, it will be presented to and discussed with Department staff. We will then incorporate Department staff comments and edits into the final report.

Task 8.2: Final Report

After Department staff has reviewed and commented on the draft report, RFC will prepare a final report and deliver it to the Department in hard-copy and electronic format. The final report will contain cost of service and rate design sections as well as an Executive Summary.

Task 8.3: Presentation of Results

RFC will present the final results of the cost of service analysis to various stakeholders as identified by the Department, which may include the Department Council, Department staff, customer groups, or other stakeholders. RFC will prepare a PowerPoint presentation summarizing the process used to develop the water and wastewater rates. This presentation will be provided to Department staff prior to any meetings for their review and comment. RFC

will make a presentation to the City Council at one of regularly scheduled meetings in the City Chambers or Board Room on the final results of the cost of service analysis.

Payment Schedule

Payments for work performed will be made on a milestone basis as set forth below. Upon achieving the project milestone(s) the Consultant will submit an invoice to the City requesting payment. The invoice will describe the work completed, the milestone achieved and the associated payment due from the City. The City will make payment to the Consultant within 30 days of receipt and approval of the Consultant's invoice.

Milestone 1: Completion of Project Kick-off Meeting and delivery of associated project memorandum. **Payment Amount - $10,750**

Milestone 2: Completion of Customer Demand Analysis and delivery of associated project memorandum summarizing the findings of this analysis. **Payment amount - $9,000**

Milestone 3: Review of the HDR Financial Plan and delivery of associated project memorandum summarizing the findings and recommendations from this review. **Payment Amount - $7,000**

Milestone 4: Development of comprehensive financial plan and determination of water and wastewater utility revenue requirements and delivery of a technical memorandum presenting the results of this project facet. **Payment amount - $12,700.**

Milestone 5: Completion of the Cost of Service Analysis and delivery of associated project memorandum presenting the results of this analysis. **Payment amount - $15,500**

Milestone 6: Completion of Comprehensive Rate Structure Analysis and delivery of project memorandum presenting the findings and recommendations of this task. **Payment amount - $10,300**

Milestone 7: Development and delivery of Pro Forma Model. **Payment amount - $7,000**

Milestone 8: Preparation and delivery of draft report. **Payment amount - $4,000**

Milestone 9: Preparation and delivery of final report. **Payment amount - $4,860**

Agenda Item No. III-13

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: 2011 Special Liquor Tax Fund Allocations and Requests for Proposals (RFPs)

INITIATED BY: City Manager's Office

AGENDA: New Business

- -

Recommendation: Approve 2011 recommended funding allocations, authorize contracts developed for those allocations and authorize the release of two additional RFPs.

Background: In December of 1999, the City Council set policy guidelines for the use and administration of the Special Liquor Tax dollars received for alcohol and substance abuse prevention and treatment. These policy guidelines were reviewed and reaffirmed at a May 24, 2005 City Council workshop and are being used in the operation and administration of the 2010 Special Liquor Tax Program. The 2010 program has a provider operating budget of $1,748,700 and uses 14 different organizations to operate 19 projects in the provision of alcohol and substance abuse prevention, treatment, detoxification, case management and administrative services. There is no option to renew current non-administrative providers through the 2011 calendar year.

In September of 2010, a comprehensive Special Liquor Tax services RFP was issued by the City's Purchasing Office to procure services for the 2011 calendar year. Twenty-seven (27) proposals were initially received in response to the RFP issuance, with two Parallax proposals subsequently withdrawn by proposer request. The withdrawal of the Parallax proposals left no other social detoxification respondent to the RFP.

In October of 2010, the City was notified that Parallax, Inc. was ceasing operations effective October 22, 2010. At the time, Parallax was operating a social detoxification program and a chronic relapse program using Special Liquor Tax funds. Through their social detoxification program, Parallax was providing 25 beds for patients.

Special Liquor Tax Coalition members assess Special Liquor Tax Program needs and make program-funding recommendations to the City Council. Staff of COMCARE, which is the program administrative contractor, conducts monitoring of current programs and has reviewed third quarter outcome results with the Coalition. The Coalition has also reviewed the proposals received in response to the Special Liquor Tax Programs RFP. Based on those reviews the Coalition is recommending that the Council approve allocations and contracts for 14 currently funded projects and two newly proposed projects, at a total of $1,276,166. These allocations would leave a balance of $381,611 from the initial RFP budget of $1,657,777. The Coalition recommends using this balance for the immediate release of two additional RFPs, a social detoxification services RFP budgeted at $276,000 and an innovative projects RFP budgeted at $105,611. The Kansas Office of Disability and Behavioral Health Services will coordinate a release of a State RFP for social detoxification services, with the City's release of its RFP, to maximize the funding available to establish a local social detoxification program.

Analysis: The 16 Special Liquor Tax proposals recommended for 2011 funding include both prevention and treatment projects, with case management services built into the projects, where appropriate. Recommended projects address diverse populations, which include children and adults, men and women,

various ethnic groups and judicially detained/referred individuals. Recommended projects include eight prevention projects and eight treatment programs.

The attached proposal summaries for recommended and non-recommended programs includes short descriptions of each program and, for those proposals not recommended for funding, the reasoning behind that recommendation. All proposals recommended for funding contain outcome-based measures, which will be monitored for successful performance during 2011.

The following chart lists the 25 proposals evaluated for 2011 funding, their 2010 funding levels, if applicable, their 2011 funding requests and the Coalition's 2011 funding recommendations.

Proposals Received in Response to RFP	**2010 Funding Level**	**2011 Proposal Request**	**2011 Recommended Funding**
Big Brothers/Big Sisters	$ 98,400	$ 98,400	$ 98,400
Boys and Girls Club	N/A	$ 49,500	$ 0.00
Center for Health & Wellness, SF	$ 100,000	$ 94,310	$ 94,000
Center for Health & Wellness, Treatment	$ 150,000	$ 150,000	$ 150,000
Communities in Schools	$ 31,652	$ 33,780	$ 32,766
DCCCA, Inc., Women's Recovery Center	N/A	$ 103,219.69	$ 40,000
Hope Street Youth Development	N/A	$ 279,894	$ 0.00
Knox Center	$ 40,000	$ 131,652	$ 80,000
Mental Health Association, GEP	$ 55,000	$ 60,008	$ 60,000
Mental Health Association, Pathways	$ 42,000	$ 81,205	$ 80,000
Mental Health Association, Wraparound	N/A	$ 299,471	$ 0.00
Miracles, Children's Prevention	$ 72,000	$ 220,000	$ 112,000
Mirror/Regional Prevention Center	$ 73,245	$ 103,570	$ 49,000
Partners for Wichita	$ 50,000	$ 89,538	$ 50,000
Rainbows United	N/A	$ 35,175	$ 0.00
Recovery Concepts (formerly IATS)	$ 50,000	$ 75,000	$ 50,000
St. Francis, All Stars	N/A	$ 32,680	$ 0.00
St. Francis, Amazing Alternatives	N/A	$ 18,776	$ 0.00
St. Francis, Common Sense Parenting	N/A	$ 20,206	$ 0.00
St. Francis, Outpatient Treatment	N/A	$ 60,318	$ 0.00
Substance Abuse Center of Kansas	$ 150,000	$ 204,486	$ 150,000
Tiyospaye, Higher Ground, CBC	$ 70,000	$ 70,000	$ 70,000
Tiyospaye, Higher Ground, Pueblo Path	$ 80,000	$ 80,000	$ 80,000
Tiyospaye, Higher Ground, Turning Point	N/A	$ 80,667	$ 80,000
Wichita Community Action, Inc.	N/A	$ 98,065	$ 0.00
Subtotals		**$2,569,920.69**	**$1,276,166**

Financial Considerations: 2011 Special Liquor Tax funding will be available to develop contracts for providers of the sixteen (16) recommended projects totaling $1,276,166 and to fund a Social Detoxification RFP at $276,000 and an Innovative Projects RFP at $105,611. Program administration funds are budgeted at $111,123 for 2011. No general fund monies are obligated.

Goal Impact: The fulfillment of provider agreements will Enhance the Quality of Life of Wichita residents by reducing the negative consequences of alcohol and other drug abuse.

Legal Considerations: Approval as to form by the Law Office will be obtained prior to the execution of all 2011 Special Liquor Tax provider agreements.

Recommendation/Actions: It is recommended that the City Council approve the Special Liquor Tax Coalition 2011 funding allocations, authorize provider contracts developed for those allocations and authorize the release of two additional Special Liquor Tax RFPs.

Attachments: Proposal summaries for recommended and non-recommended programs.

PROGRAMS RECOMMENDED FOR FUNDING

Prevention (8)

Big Brothers Big Sisters		
Currently: $98,400.00	Requested: $98,400.00	Awarded: $98,400.00
BBBS provides an evidence-based prevention program that matches children ages 5-17 who are at-risk of alcohol and/or drug abuse with a carefully screened mentor who helps the youth avoid negative social behaviors while encouraging achievement of their full potential. They plan to serve 200 youth at risk for substance abuse with this funding.		

Center for Health and Wellness- Strengthening Families		
Currently: $100,000.00	Requested: $94,310.00	Awarded: $94,000.00
Strengthening Families is an evidence-based prevention program that teaches families the skills they need to prevent substance abuse by their children and improves management of behavioral problems. Families participate together, learning to solve problems as a unit, building positive relationships, and strengthening family values. They plan to serve 100 families with this funding, and while all families are accepted, preference is given to those with a history of substance use.		

Communities in Schools		
Currently: $31,652.00	Requested: $33,780.00	Awarded: $32,766.00
Communities in Schools works within the public school system, determining student needs and establishing relationships with a variety of local organizations to align and deliver needed resources so that students can focus on learning, and teachers can focus on teaching. Communities in Schools utilizes the evidence-based LifeSkills and Second Step curricula to provide students with this extra support, both in small groups and individually. CIS plans to serve 500 youth with this funding.		

Mental Health Association of South Central Kansas- Girl Empowerment Program		
Currently: $55,000.00	Requested: $60,008.00	Awarded: $60,000.00
Girl Empowerment Program is a gender specific support group targeted to middle and high school age girls at risk for alcohol and substance abuse, academic failure, and juvenile delinquency. The program utilizes the research-based Girls Circle curriculum, with the aim to counteract social and interpersonal forces that impede girls' positive growth and development. GEP plans to support 250 girls with this funding.		

Mental Health Association of South Central Kansas- Pathways		
Currently: $42,000.00	Requested: $81,205.00	Awarded: $80,000.00
Pathways is a school-based preventative education program designed to address the needs and issues that face today's youth. The program is targeted to middle and high school students that are at risk for substance abuse due to their parent's alcohol or drug addiction, lack of preventative factors in their homes, reoccurring drug related crimes in their neighborhoods, and lack of protective factors. They plan to serve 900 youth with this funding.		

Mirror Inc.- Positive Youth Development Program		
Currently: $73,245.00	Requested: $103,570.00	Awarded: $49,000.00
The Positive Youth Development Program includes the Wichita Mayor's Youth Council and the Wichita Promise Youth Council. Both are designed to enhance awareness of social, political, and environmental issues, motivate action for the common good, build capacity for taking effective action individually, in groups, and in organizations, and to strengthen abilities to work cooperatively across races, ethnicities, genders, geographic, and socioeconomic backgrounds. This funding is intended to support the Mayor's Youth Council, and they plan to serve around 40 youth with this funding per year. The Coalition decided not to allocate any funding for the Wichita Promise Youth Council, because despite efforts to improve membership, this Council has consistently low numbers of participating students, typically fewer than 10. The Coalition was also not clear that the selected outcomes were strong measures for preventing substance abuse.		

Partners for Wichita- Safe Streets		
Currently: $50,000.00	Requested: $89,538.00	Awarded: $50,000.00
Safe Streets is a citizen driven community organization, which strives to bring neighbors together to prevent crime and substance abuse in the "Communidad de Paz" (Community of Peace) program by using neighborhood mobilization, partnership formation, and youth engagement. The targeted neighborhood is over 50% Hispanic, and it is estimated that approximately 15% of the City's active gang members live in this area. They plan to serve 300 individuals with this funding.		

Tiyospaye (Higher Ground)- Challenge By Choice		
Currently: $70,000.00	Requested: $70,000.00	Awarded: $70,000.00
Higher Grounds's school-based Challenge by Choice substance abuse prevention initiative is designed to build life skills and protective factors by accessing youth before they have developed serious substance abuse problems, criminal involvement, or school expulsions. They do this through the use of active-learning experiential services to produce functional change, with programming tailored to the needs of each school. They plan to serve 375 youth with this funding.		

Treatment (8)

Center for Health and Wellness- Substance Abuse Treatment		
Currently: $150,000.00	Requested: $150,000.00	Awarded: $150,000.00
The Center for Health and Wellness Alcohol and Drug Treatment services use a community approach to serve minority populations in the northeast area of Wichita. The program utilizes evidence-based pre-treatment, intensive outpatient, outpatient, and continuing care services. They plan to serve 150 consumers with this funding.		

DCCCA Inc.- Women's Recovery Center		
Currently: N/A	Requested: $103,219.69	Awarded: $40,000.00
The Women's Recovery Center offers a continuum of alcohol and drug treatment specifically designed to meet the unique needs of women, pregnant women, and women with dependent children. This funding allocation has been made to support their effort to implement case management services for chemically dependent women and their children. They plan to serve 315 women with this funding.		

Knox Center		
Currently: $40,000.00	Requested: $131,652.00	Awarded: $80,000.00
Knox Center is a well-established community provider, located in a predominantly African American neighborhood where they offer culturally competent substance abuse intervention and treatment programs. This funding is intended to help support their implementation of a case management program to provide more holistic and long term recovery for clients. They plan to service 160 with this funding.		

Miracles Inc.		
Currently: $72,000.00	Requested: $220,000.00	Awarded: $112,000.00
Miracles Inc. is a substance abuse prevention and treatment agency targeting services for women and women with children using a systems approach to incorporate the strengths of the individual, family, community, and society. They plan to serve 110 women and 43 children. The Coalition did not allocate funding for the newly proposed adolescent runaway/homeless treatment program. It was not clear to the Evaluation Committee that the main issue addressed by the proposal was substance abuse, or if it was mainly homelessness.		

Recovery Concepts		
Currently: $50,000.00	Requested: $75,000.00	Awarded: $50,000.00
Recovery Concepts provides alcohol and drug abuse outpatient treatment primarily, but not exclusively, to Native Americans. The program offers counseling, outpatient (Level I and II), adolescent, and referral services. They plan to serve 150 consumers with this funding.		

Substance Abuse Center of Kansas (SACK)		
Currently: $150,000.00	Requested: $204,486.00	Awarded: $150,000.00
SACK serves individuals in south-central Kansas through assessment, pre-treatment groups, referral, and care coordination services. This grant funds services for a variety of populations, including indigent persons, inmates detained in the Sedgwick County Adult Detention Facility, those persons located in Sedgwick County hospitals or medical centers, and persons who are or will be on Parole supervision. SACK plans to serve 800 people with this funding.		

Tiyospaye (Higher Ground)- Turning Point		
Currently: N/A	Requested: $80,667.00	Awarded: $80,000.00
The Turning Point program serves adult clients who require "support-rich" services to effectively address their alcohol and other drug related problems as they have chronic relapse histories. They offer assessment and referral, outpatient and intensive outpatient, continuing care, family counseling, and case management services. Higher Ground plans to serve 120 individuals with this funding.		

Tiyospaye (Higher Ground)- Pueblo Path		
Currently: $80,000.00	Requested: $80,000.00	Awarded: $80,000.00
Pueblo Path serves adult Hispanic clients and their families, who require culturally competent, bilingual services in Spanish to effectively address their alcohol and other drug problems. They offer assessment and referral, outpatient and intensive outpatient, continuing care, family counseling, and case management services, all in Spanish. Higher Ground plans to serve 120 individuals with this funding.		

PROGRAMS NOT RECOMMENDED FOR FUNDING

Prevention

Boys and Girls Club- Targeted Outreach Program		
Currently: N/A	Requested: $49,500.00	Awarded: $0.00
Boys and Girls Club Targeted Outreach Program was created to serve children expelled from USD 259 and surrounding areas by providing an alternative educational resource aid for students to continue earning credits during their expulsion period, and to learn to make good decisions. This program was not selected for funding as the majority of outcomes of the program are not related to substance abuse prevention or treatment. The focus of the program is on gang and violence prevention, which while important, is not the focus of liquor tax funding. There was not a clear link described between the services the organization provides and substance abuse.		

Hope Street Youth Development- The Reality Project		
Currently: N/A	Requested: $279,894.00	Awarded: $0.00
The Reality Project is a prevention program which uses social media through the "Popular Opinion Leader" model to plan, host, and evaluate 6 large scale drug and alcohol free social events for middle and high school students. This program was not selected for funding because the outcomes and measurement tools included were not strong. Additionally, the program requested an increasing amount over three years, when the second and third years of funding are not guaranteed, and the first year of funding was dedicated solely to planning the next two years of the project.		

Rainbows United- The Incredible Years		
Currently: N/A	Requested: $35,175.00	Awarded: $0.00
The Incredible Years program is targeted to parents who are recovering from substance abuse, and is intended to increase their parenting skills and their capacity to prevent high risk behaviors in their children. This program was not selected for funding because there are limited dollars available, and the Coalition did not see a pressing need in the community to fund additional parenting programs. Also, the program set very low expectations for parent participation and completion- the program planned to serve 36 parents, 24 of which would complete 9 of the 12 sessions, and of those 17 will actually meet the outcome goals.		

St. Francis- Amazing Alternatives		
Currently: N/A	Requested: $18,776.00	Awarded: $0.00
The Amazing Alternatives prevention program focuses on alcohol and drug education for youth under age 15 who have been experimenting with substances or need additional education due		

to exposure to drugs or alcohol within their environment. This program was not funded because the administrative costs were very high, and the Coalition was unclear about the need in the community at this time for this type of program.

St. Francis- All Stars		
Currently: N/A	Requested: $32,680.00	Awarded: $0.00
The All Stars prevention program is designed for students in the sixth through ninth grades, and delivered in the public school classroom, educating students about making positive decisions that avert substance use and abuse. This program was not selected for funding because while cooperation from USD 259 was verbally asserted from St. Francis, there was no support or agreement indicated in the proposal, though the program is entirely school-based. The Coalition was unsure about their ability to get the program going in the necessary timeframe without formal approval from USD 259.		

St. Francis- Common Sense Parenting		
Currently: N/A	Requested: $20,206.00	Awarded: $0.00
Common Sense Parenting is a prevention program aimed at parents of youth who are involved in alcohol and drug prevention or treatment services through St. Francis. The program utilizes the Boys Town Teaching Model in order to develop or enhance parenting skills that encourage positive behavior, discourage negative behavior, and teach alternatives to problem behavior in children. This program was not selected for funding because again, given limited funds, the Coalition did not see a pressing need for additional parent trainings in the area.		

<u>Treatment</u>

Mental Health Association of South Central Kansas- Wraparound Project		
Currently: N/A	Requested: $299,471.00	Awarded: $0.00
The Wraparound Project is a treatment program providing a variety of services for youth and their families who have been identified and referred due to positive assessment of active alcohol and/or substance abuse/use. Services include individual, group, and family therapy as well as case management services. This program was not selected for funding because the Coalition did not feel like the suggested services and format would be effective for the population they are planning to target. The proposal described a mental health model, which while effective with that population, would not necessarily translate into effective substance abuse treatment. The Coalition decided to focus the dollars for MHA into their other two programs, Pathways and GEP, and increase their funding, as they have been proven effective substance abuse prevention programs.		

St. Francis- Outpatient Alcohol and Drug Treatment		
Currently: N/A	Requested: $60,318.00	Awarded: $0.00
The St. Francis Outpatient treatment program utilizes the Matrix Model for Youth and is designed to educate participants ages 12-18 about the effects of drug and alcohol on physical and mental health, and the negative impact substance abuse has on relationships. This program was not selected for funding because the Evaluation Committee was not clear about the model being proposed. Though the Matrix Model has been demonstrably effective with young adults struggling with stimulant dependence, the impact on those outside of that population was unclear.		

Wichita Community Action Inc.		
Currently: N/A	Requested: $98,065.00	Awarded: $0.00
Wichita Community Action Inc. requested funding for their outpatient treatment program, which includes peer support and case management services. The program focuses on creating the social support needed for individuals in recovery to continue to live drug free post-treatment. This program was not selected for funding because they did not provide outcomes, describe any credentialing requirements for staff, describe the criteria for admission, or include a majority of the required attachments. Additionally, the Coalition had some concern that the program, which is currently 100% volunteer, had the administrative capacity to meet the contractual requirements of a government grant this size.		

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

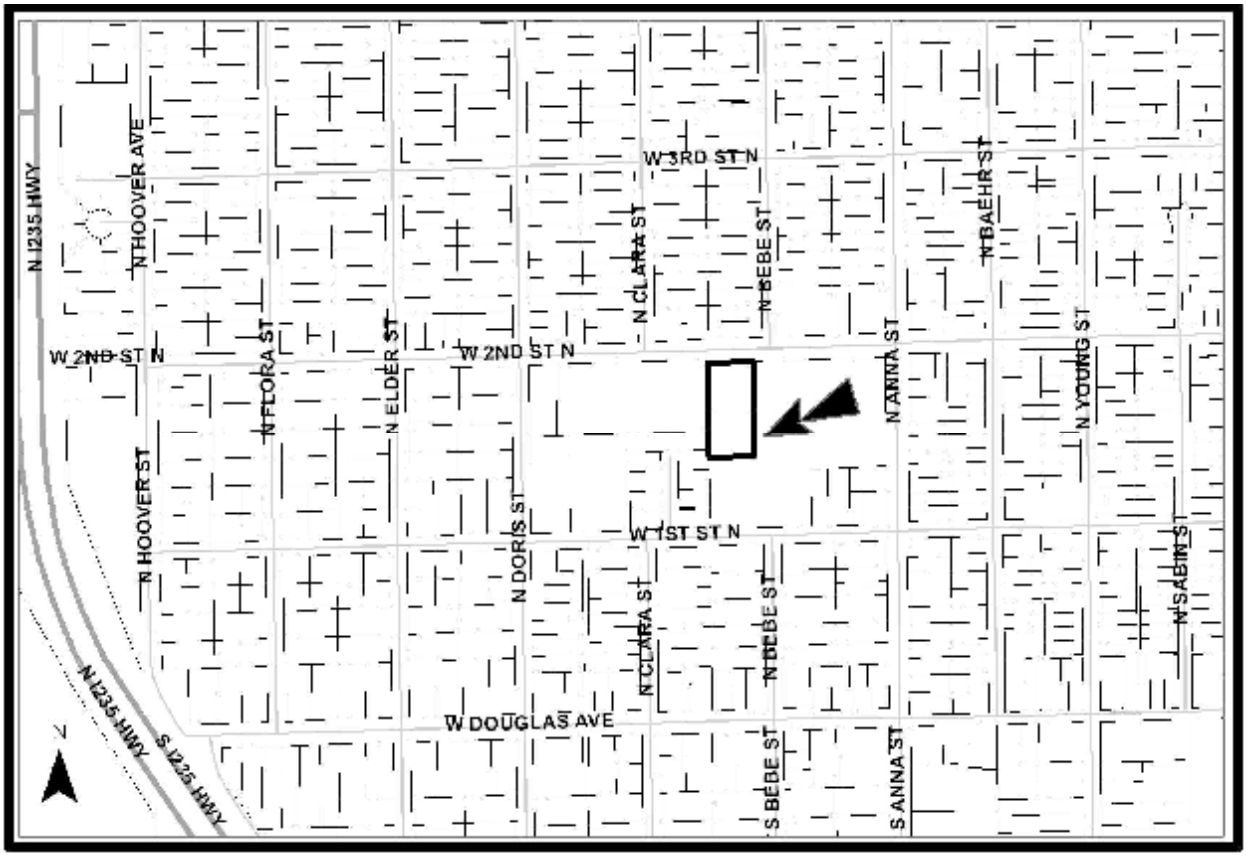
SUBJECT: CON2010-00017 – City Conditional Use to permit the construction of a Communication Tower for Unified School District ("USD") 259 at Dodge Elementary School; generally located at the southwest corner of the intersection of West 2nd Avenue and Anna Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: Approve with monopole tower, (vote 11-0).

MAPD Staff Recommendation: Approve.



Background: The applicant, USD 259, is seeking a Conditional Use to permit the construction of an 80-foot high tubular self-supporting tower (see attached illustration). The 20 foot by 20 foot tower site is located in the northwest portion of the application area and is also located on the far west end of the larger, new Dodge Elementary School site. The proposed site is zoned B Multi-family Residential ("B"). Wireless Communication Facilities over 65 feet in height in the B zoning district may be permitted with a Conditional Use. The site is not identified on the official Zoning Map as within the "Cell Tower Administrative Permit" area, but it may be considered for a Conditional Use. The proposed location meets the compatibility height and other standards of the Unified Zoning Code.

The applicant's letter (see attached) states that the proposed facility is needed to provide voice, data and security alarm transmission between the school and the district's administrative facilities. Since 2003, the school district's microwave system has included Dodge Elementary School through the use of the existing 60-foot self-supporting galvanized microwave tower. The existing tower is located on the school grounds and is enclosed within a chain link fence. With the remodeling and reconstruction of Dodge Elementary School, the existing tower site is located within the new school's proposed footprint. It is, therefore, necessary to move the existing tower to another location on the school's premises and extend the height of the tower by 20 feet. The new location on the school's premise will require an additional 20 feet of height in order for the microwave signals to avoid obstruction by trees and provide the signal with a clean line-of-sight.

The tower will house two, 2.5-foot parabolic high performance 18 GHz microwave antennas. One antenna will point toward Hadley Middle School on an azimuth of 6.2 degrees, and the other antenna will point toward Mayberry Middle School on an azimuth of 111.06 degrees. All microwave links in the USD 259 system are licensed and approved by the Federal Communications Commission (FCC) and are operated within FCC standards.

The attached site plan shows the general tower area and the proposed location of the new Dodge Literacy Magnet Elementary School. The agent's letter states that the site will have a chain link security fence around the tower site. The applicant will be required to conform to Federal Aviation Administration (FAA) standards and verify that the tower will not pose a hazard to air navigation or interfere with other radio/communication frequencies. The applicant will also be required to provided an analysis of airspace in the area prior to building permits being issued. The applicant's statement indicates that the tower will not have strobe lights. Tower lighting must meet the FAA requirements for aircraft warning.

The character of the surrounding area is institutional and residential uses. The property located to the east is zoned B and SF-5 Single-family Residential ("SF-5") and is a large site that is currently developed with the existing Dodge Elementary School; however, the redevelopment of the site will turn this area into a parking lot for the new school. A single-family residential development, zoned SF-5, is located east of Anna Street, approximately ½ block to the east. The property to the south of the subject site is zoned SF-5 and is developed with single-family residences. A park area with playground facilities, zoned B and SF-5, is located to the west of the subject site. The property to the west of park, zoned SF-5, is developed with single-family residences. North of the subject site, property is zoned SF-5, B and TF-3 Two-family Residential ("TF-3"), with development consisting of single-family residences, duplexes and apartments.

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held July 22, 2010, the MAPC voted (11-0) to recommend approval of the request for a Conditional Use Permit for a Communication Tower for USD 259 at Dodge Elementary School, with an amendment to the conditions requiring the tower to be monopole in design. The MAPC members discussed why staff would approve a lattice designed tower when the Wireless Communication Plan indicates that a monopole design is preferred (Section VI.B (3) of the Wireless Communication Master Plan). Staff stated that since a lattice tower already exists at the site, the school district is simply relocating it to a different location on-site, and currently all towers installed at the various school sites are lattice construction. Staff was trying to

stay consistent with what has been previously installed. In their motion, the MAPC amended Condition C to approve the Conditional Use, but require the applicant to build a monopole tower instead of the requested lattice tower. The following are the conditions approved by the MAPC, including the amendment to Condition C:

A. All requirements of Section III.D.6.g of the Unified Zoning Code shall be met.

B. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.

C. The support structure shall be 80-feet in height and shall be monopole in design and constructed to accommodate the equipment needed for the USD 259 microwave system.

D. The equipment compound shall be enclosed by a minimum six-foot high solid screening fence constructed of materials that meet the requirements of Sec. IV.B.3.e of the Unified Zoning Code.

E. The applicant shall obtain FAA approval regarding "objects affecting navigable airspace" and "impacts to terminal instrument procedures" for the proposed wireless communication facility and shall comply with all conditions of FAA approval. The applicant shall submit a copy of FAA approval to the MAPD, Office of Central Inspection, and Director of Airports prior to the issuance of a building permit.

F. The site shall be developed in general conformance with the approved site plans and elevation drawings. All improvements shall be completed before the facility becomes operational.

G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

There was not anyone from the pubic to speak for or against the request, and staff did not receive any calls, correspondence or protests.

The decision of the MAPC was appealed by the applicant due to the recommended design change from a lattice tower to a monopole tower, and due to the most recent decision by the MAPC (August 5th meeting) to approve two lattice-designed towers for the City of Wichita's Information Technology Department. The applicant stated "The District incorporates a lattice tower design. They use this design in good conscience for both technical and monetary reasons. Technically, because a lattice tower is the smallest structure that maintains sufficient rigidity for microwave antennae technology. Monetarily, because the lattice tower design is considerably less costly to construct than the monopole design." The applicant requests that the Council hear this request, and desires for the Council to reverse the MAPC's decision to require a monopole over a lattice tower.

The case was originally heard by the Wichita City Council on September 14, 2010. However, due to this case and previous cases concerning communication towers, the council felt that the Wireless Communications Master Plan needed to be revisited before they made a decision on this case. The City Council held a workshop on the Wireless Communications Master Plan on November 16, 2010. During that workshop, the Council directed staff to prepare an amendment to remove the verbiage from the plan that indicated that monopoles were generally favored over lattice towers. At that same workshop, staff received permission to put this case back on the City Council agenda for a decision.

Financial Considerations: This application does not create any financial considerations for the City of Wichita.

Goal Impact: This application promotes the City's Economic Vitality.

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

Recommendation/Actions:

1. Concur with the findings of the MAPC, and approve the request for a Conditional Use subject to the recommended conditions of approval, including amended Condition C requiring a monopole (simple majority vote required), and authorize the Mayor to sign the resolution; or

2. Approve the application as requested by the applicant, subject to the staff recommended conditions (two-thirds majority vote required);

3. Deny the application (two-thirds majority vote required); or

4. Return the application to the MAPC for reconsideration

Attachments:

- Resolution
- Appeal Letter
- MAPC Minutes
- Site plan and elevation drawing

OCA150004

RESOLUTION No. 10-313

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT THE CONSTRUCTION OF A WIRELESS COMMUNICATION FACILITY, ON PROPERTY ZONED B MULTI-FAMILY RESIDENTIAL ("B"), GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 2ND STREET AND ANNA STREET, WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a Wireless Communication Facility, on property zoned B Multi-family Residential ("B"), subject to the conditions listed below:

Case No. CON2010-00017

A Conditional Use to permit a Wireless Communication Facility, on approximately 400 square feet located at the southwest corner of West 2nd Street and North Anna Street zoned B Multi-family Residential ("B").

> A tract of land described as beginning 499 feet West of the Northeast corner of the Southwest quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence West 161 feet South; thence South 377 feet; thence East 161 feet; thence North 377 feet to the point of beginning except the North 40 feet thereof for street, Wichita, Sedgwick County, Kansas, generally located at the southwest corner of the intersection of West 2nd Avenue and Anna Street.

SUBJECT TO THE FOLLOWING CONDITIONS:

A. All requirements of Section III.D.6.g of the Unified Zoning Code shall be met.

B. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.

C. The support structure shall be 80-feet in height and shall be monopole in design and constructed to accommodate the equipment needed for the USD 259 microwave system.

D. The equipment compound shall be enclosed by a minimum six-foot high solid screening fence constructed of materials that meet the requirements of Sec. IV.B.3.e of the Unified Zoning Code.

E. The applicant shall obtain FAA approval regarding "objects affecting navigable airspace" and "impacts to terminal instrument procedures" for the proposed wireless communication facility and shall comply with

all conditions of FAA approval. The applicant shall submit a copy of FAA approval to the MAPD, Office of Central Inspection, and Director of Airports prior to the issuance of a building permit.

F. The site shall be developed in general conformance with the approved site plans and elevation drawings. All improvements shall be completed before the facility becomes operational.

G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

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

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date December 7, 2010.

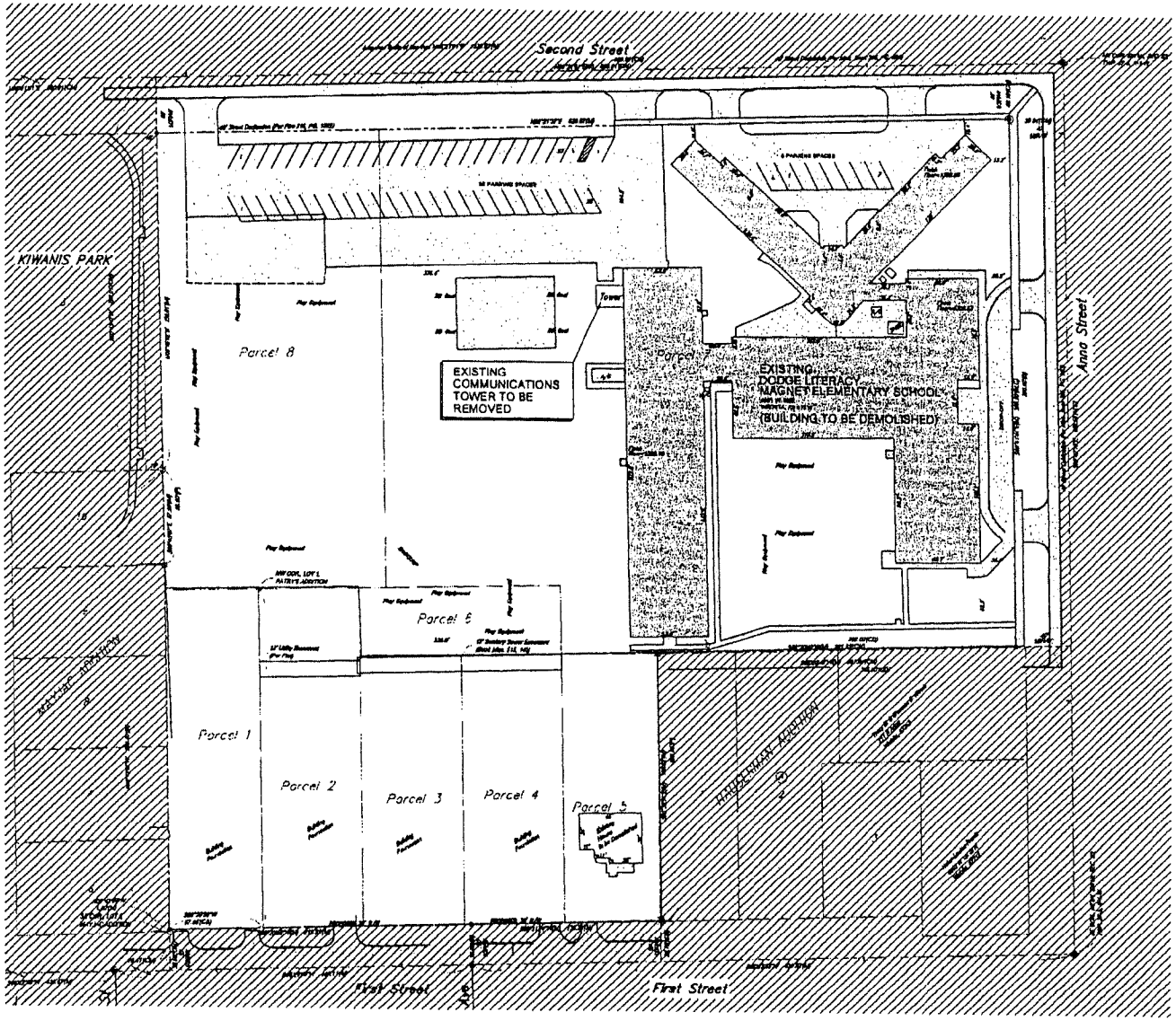
_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney



① EXISTING SITE PLAN

LEGAL DESCRIPTIONS

Parcel 1
A tract beginning at a point 680 feet west and 613.5 feet south of the Northeast corner of the Southeast Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence north 266.5 feet; thence west 70 feet; thence south 266.5 feet; thence east 70 feet to the point of beginning, EXCEPT that part platted as Patry's Addition in Wichita, Kansas, Sedgwick County, Kansas, AND EXCEPT the south 14.7 feet thereof dedicated for street purposes.

Parcel 2
Lot 1, Patry's Addition to Wichita, Kansas, Sedgwick County, Kansas.

Parcel 3
Beginning 430 feet south and 445.33 feet west of the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south 313.5 feet to the North line of Academy Avenue, now 1st Street; thence west 73.33 feet; thence north, parallel to the West line of said Northeast Quarter of Southwest Quarter, 313.5 feet; thence east 73.33 feet to the point of beginning, EXCEPT the south 14.7 feet thereof dedicated for street purposes.

Parcel 4
A tract of land described as beginning at a point 430 feet South and 372 feet West of the Northeast Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence south 313.5 feet to the North line of Academy Avenue, now First Street; thence west 73.33 feet; thence North parallel to the West line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter a distance of 313.5 feet; thence East 73.33 feet to the point of beginning, except the South 14.8 feet for First Street.

Parcel 5
A tract in the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point 430 feet south and 372 feet west of the Northeast corner of said Southwest Quarter; thence south parallel with the East line of said Northeast Quarter of the Southwest Quarter, a distance of 313.5 feet to the North line of Academy Avenue, now First Street; thence west along the North line of said street, a distance of 70 feet; thence north parallel with the East line of said Southwest Quarter, a distance of 313.5 feet; thence east 70 feet to the place of beginning.

Parcel 6
A tract of land in the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning 372 feet south and 372 feet west of the Northeast corner of said Southwest Quarter; thence south, parallel with the East line of said Northeast Quarter of the Southwest Quarter, 55 feet; thence west, parallel with the North line of said Northeast Quarter of the Southwest Quarter, 146.66 feet; thence north, parallel with the West line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter, 53 feet; thence east 19.66 feet; thence north 2 feet; thence east 127 feet to the place of beginning.

Parcel 7
A tract of land in the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point 330 feet west of the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south 375 feet; thence west 168 feet; thence north 375 feet; thence east 168 feet to the place of beginning; TOGETHER WITH a tract of land described as beginning at the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 20 rods; thence south 12 rods; thence east 20 rods; thence north 12 rods to the place of beginning; TOGETHER WITH a tract of land described as beginning at a point 12 rods south of the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 20 rods; thence south 8 rods; thence east 20 rods; thence north 8 rods to the place of beginning; TOGETHER WITH a tract of land described as beginning 330 feet south of the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south 100 feet; thence west 165 feet; thence north 100 feet; thence east 165 feet to the place of beginning; TOGETHER WITH a tract of land described as beginning at a point 330 feet south and 170 feet of the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 132 feet; thence south 100 feet; thence east 132 feet; thence north 100 feet to the place of beginning; TOGETHER WITH a tract of land described as beginning at a point 330 feet south and 302 feet west of the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 28 feet; thence south 100 feet; thence east 28 feet; thence north 100 feet to the place of beginning.

Parcel 8
A tract of land described as beginning 499 feet west of the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south, parallel with the East line of said Southwest Quarter, 377 feet; thence west, parallel to the North line of said Southwest Quarter, 160.8 feet, more or less, to the West line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; thence north on the West line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter, 377 feet to the North line of said Southwest Quarter; thence east 160.87, more or less, to the place of beginning.

PARKING

AVAILABLE:

TOTAL NUMBER OF SPACES AVAILABLE FOR THE SCHOOL
58 STANDARD SPACES AND 3 HANDICAP = 61 TOTAL SPACES

TOTAL BUILDING AREAS

TOTAL SF OF EXISTING BUILDING (GROSS) = 47,414 SF

EXISTING HEIGHT AND STORIES

ALLOWABLE HEIGHT = 55'-0" ACTUAL HEIGHT = 31'-0" ±

SCOPE OF WORK FOR EXISTING BUILDING

TO BE ENTIRELY DEMOLISHED WHEN NEW BUILDING IS COMPLETE.
NONE OF THE EXISTING BUILDING WILL BE REMODELED OR REUSED

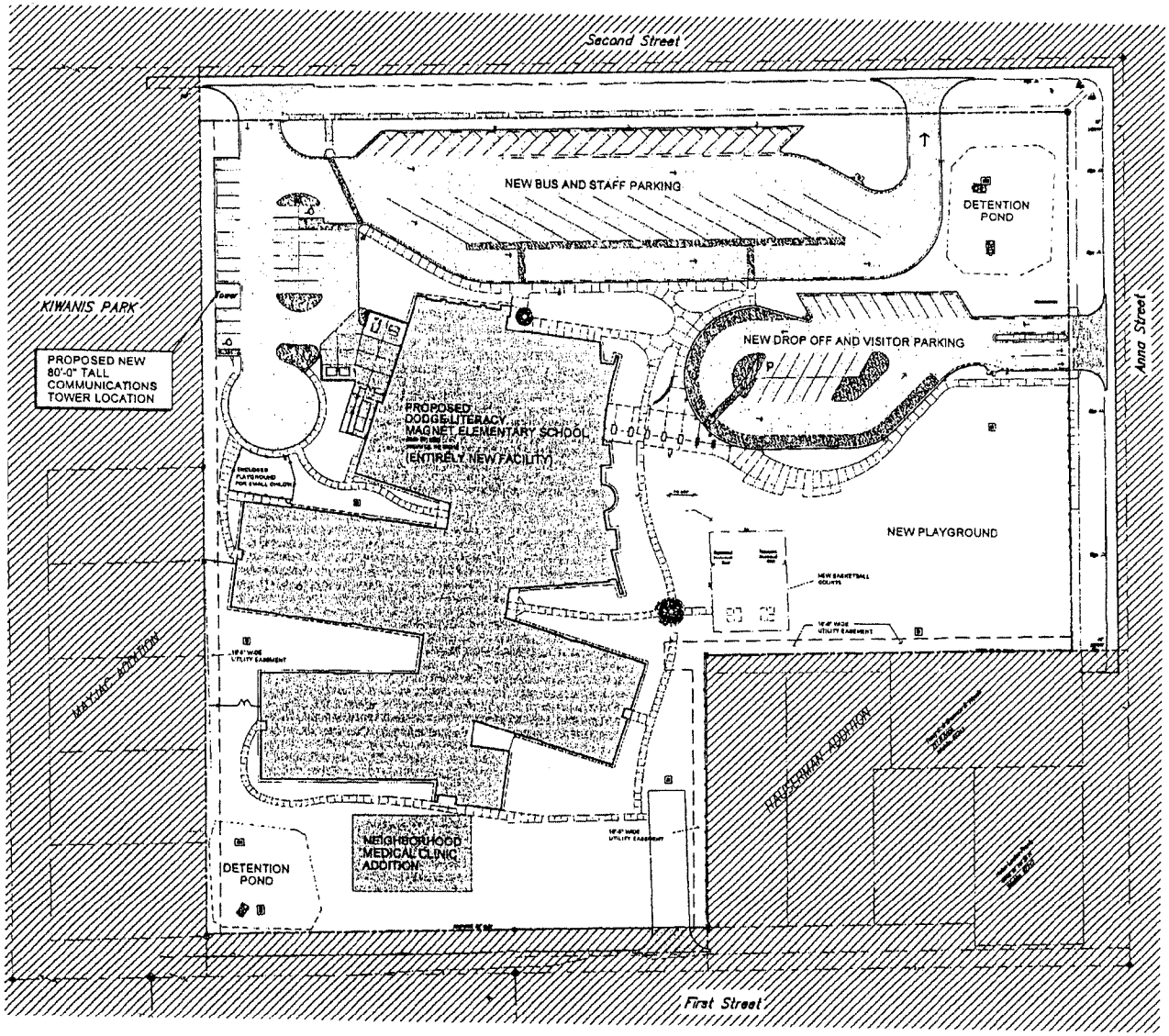
SPANGENBERG PHILLIPS TICE ARCHITECTURE
121 N. Mead, Ste 201 Wichita, KS 67202
T 316.267.4002 F 316.267.1508
www.spltarchitecture.com

DODGE ELEMENTARY SCHOOL
USD 259 WICHITA SCHOOL DISTRICT
4801 WEST 2ND STREET - WICHITA, KS 67212

COND. PERMIT
30 MAR 10

EXISTING SITE PLAN
BID # 09-25-011

SP1



① PROPOSED SITE PLAN

LEGAL DESCRIPTIONS

Parcel 1
A tract beginning at a point 660 feet west and 643.3 feet south of the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence north 266.5 feet; thence east 70 feet; thence south 266.5 feet; thence west 70 feet to the point of beginning, EXCEPT that part platted as Patty's Addition to Wichita, Kansas, Sedgwick County, Kansas, AND EXCEPT the south 14.7 feet thereof dedicated for street purposes.

Parcel 2
Lot 1, Patty's Addition to Wichita, Kansas, Sedgwick County, Kansas.

Parcel 3
Beginning 430 feet south and 445.33 feet west of the Northeast corner of the Northeast Quarter of the Southwest Quarter or Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south 313.5 feet to the North line of Academy Avenue, now 1st Street; thence east 73.33 feet; thence north, parallel to the West line of said Northeast Quarter of Northeast Quarter of Southwest Quarter, 313.5 feet; thence west 73.33 feet to the point of beginning, EXCEPT the south 14.7 feet thereof dedicated for street purposes.

Parcel 4
A tract of land described as beginning at a point 430 feet South and 372 feet West of the Northeast Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence south 313.5 feet to the North line of Academy Avenue, now First Street; thence West 73.33 feet; thence North parallel to the West line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter a distance of 313.5 feet; thence East 73.33 feet to the point of beginning, except the South 14.8 feet for First Street.

Parcel 5
A tract in the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point 430 feet south and 302 feet west of the Northeast corner of said Southwest Quarter; thence south parallel with the East line of said Northeast Quarter of the Southwest Quarter, a distance of 313.5 feet to the North line of Academy Avenue, now First Street; thence west along the North line of said street, a distance of 70 feet; thence north parallel with the East line of said Southwest Quarter, a distance of 313.5 feet; thence east 70 feet to the place of beginning.

Parcel 6
A tract of land in the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning 375 feet south and 372 feet west of the Northeast corner of said Southwest Quarter; thence south, parallel with the East line of said Northeast Quarter of the Southwest Quarter, 55 feet; thence west, parallel with the North line of said Northeast Quarter of the Southwest Quarter, 103.66 feet; thence north, parallel with the West line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter, 55 feet; thence east 19.66 feet; thence north 2 feet; thence east 137 feet to the place of beginning.

Parcel 7
A tract of land in the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point 330 feet west of the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south 375 feet; thence west 169 feet; thence north 375 feet; thence east 169 feet to the place of beginning; TOGETHER WITH a tract of land described as beginning at the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 20 rods; thence south 12 rods; thence east 20 rods; thence north 12 rods to the place of beginning; TOGETHER WITH a tract of land described as beginning at a point 12 rods south of the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 20 rods; thence north 12 rods; thence east 20 rods; thence south 12 rods to the place of beginning; TOGETHER WITH a tract of land described as beginning 330 feet south of the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south 100 feet; thence east 165 feet; thence north 100 feet; thence east 165 feet to the place of beginning; TOGETHER WITH a tract of land described as beginning at a point 330 feet south and 170 feet of the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 132 feet; thence south 100 feet; thence east 132 feet; thence north 100 feet to the place of beginning; TOGETHER WITH a tract of land described as beginning at a point 330 feet south and 302 feet west of the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west 28 feet; thence south 100 feet; thence east 28 feet; thence north 100 feet to the place of beginning.

Parcel 8
A tract of land described as beginning 430 feet west of the Northeast corner of the Southwest Quarter of Section 33, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south, parallel with the East line of said Southwest Quarter, 377 feet; thence west, parallel to the North line of said Southwest Quarter, 160.8 feet, more or less, to the West line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; thence north on the West line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter, 377 feet to the North line of said Southwest Quarter; thence east 160.87, more or less, to the place of beginning.

PARKING

AVAILABLE:

ALONG SECOND STREET	= 33 STANDARD SPACES	= 33 TOTAL
WEST STAFF PARKING	= 34 STANDARD SPACES + 2 HC SPACES	= 36 TOTAL
EAST VISITORS PARKING	= 33 STANDARD SPACES + 1 HC SPACE	= 34 TOTAL
GRAND TOTAL	= 70 STANDARD SPACES + 3 HC SPACES	= 73 TOTAL

TOTAL BUILDING AREAS

TOTAL SF (NET)	= 61,928 SF
TOTAL SF (GROSS)	= 94,164 SF

HEIGHT AND STORIES

ACTUAL HEIGHT	= 28'-0" AT GYM
STORIES	= 1

SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N Mead Ste 201 Wichita KS 67202
T 316.267.4002 F 316.267.1509
www.spiarchitecture.com

DODGE ELEMENTARY SCHOOL
USD 259 WICHITA SCHOOL DISTRICT
4801 WEST 2ND STREET - WICHITA, KS 67212

COND. PERMIT
08 MAR 10

PROPOSED
SITE PLAN
BID # 09-25-011

SP2

THE TOWER IS DESIGNED AT 90 MPH WIND + 0.5" ICE (WITH REDUCTION) PER EIA-222-F-1996

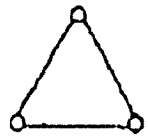
SWAGER COMMUNICATIONS, INC.
P.O. Box 750
3560 E 550 N
Frankfort, IN 46737

P. 1 OF 2

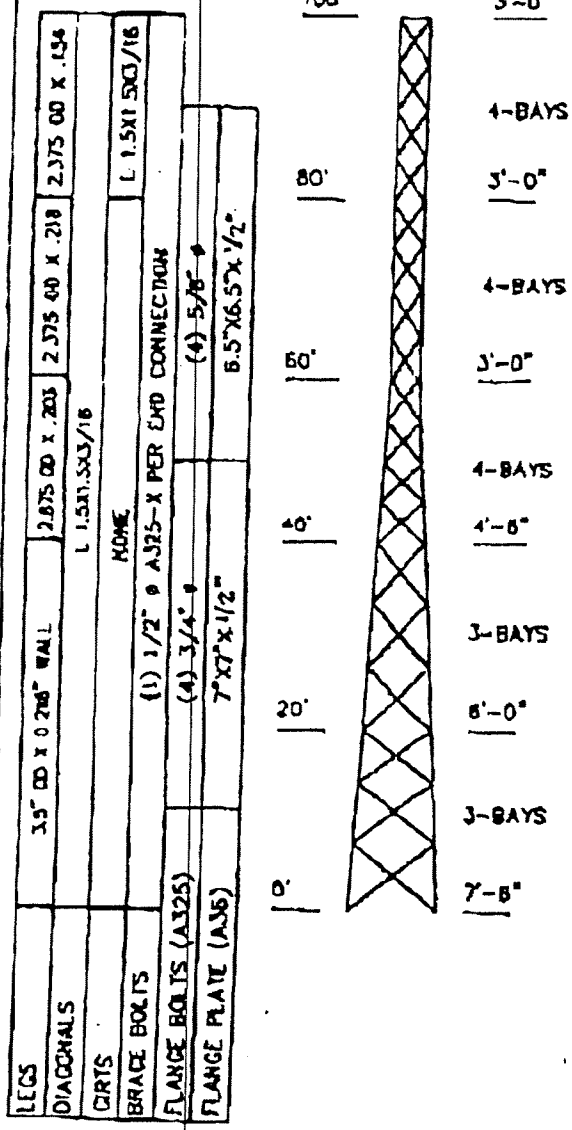
100' TUBULAR SELF-SUPPORTING TOWER
UNIFIED SCHOOL DISTRICT NO. 259
WICHITA, KS
CSL JOB NO. T0072-110-A

CHI S. LEE, P.E.
5801 LORRAINE AVE.
SIOUX CITY, IA 51106
FAX AND PHONE No. (712) 276-2142

REV.	DATE	DESIGNED BY
0	4-17-97	CSL



PLAN



ELEV.	ANTENNA
TOP	(6) 30" ANTENNAS + (3) 6' SIDE ARMS

--(1) 7/8" LINE TO EACH ANTENNA
--FEEDLINES ON TWO TOWER FACES W/ W.G. SUPPORTS
--STEP BOLTS W/ SAFETY DEVICE

DESIGN NOTES

1) ALL LEGS ARE 50 KSI
2) ALL BRACES ARE 36 KSI
3) ESTIMATED TOWER STEEL WT. = 3.42 KIPS (FLANGE, GUSSET & BASE PLATES INCLUDED)
4) USE (4) 1" ø A307 X 8'-0" LONG ANCHOR BOLTS W/ 9.5"X9.5"X1" BASE PLATE PER LEG

BASE REACTIONS:-

TOTAL SHEAR = 6.5 KIPS
AXIAL DOWN LOAD = 5.6 KIPS
MAX. UPLIFT/ LEG = 56 KIPS
MAX. COMP. / LEG = 60 KIPS
O.T. MOMENT = 376 FT-KIPS

* Preliminary

SWAGER\97J110A.DWG

Mr. Slocum,
On behalf of the Unified School District 259 I formally file an appeal to the decision made by the Metropolitan Area Planning Commission Thursday July 22, 2010. The appeal is for one specific condition of the eight conditions incorporated into the decision. We appeal condition "C" which states,

"The support structure shall be 80-feet in height **and shall be monopole in design** and constructed to accommodate the equipment needed for the USD 259 microwave system."

Specifically the monopole tower design requirement is the reason for the appeal. The District incorporates a lattice tower design. They use this design in good conscience for both technical and monetary reasons. Technically because a lattice tower is the smallest structure that maintains sufficient rigidity for microwave antennae technology. Monetarily because the lattice tower design is considerably less costly to construct than the mono pole design.

It should be noted that I was advised a tower less than 65'-0" in height could be erected in the proposed location without a conditional use permit. The District has performed site verification to confirm that the existing 60'-0" tall lattice tower will work if it is moved to the new location. However to my dismay I was advised that a conditional permit is still required. It has put unnecessary hardship on the District to perform tasks only to find that they cannot move the existing tower on their own property - especially since there were no dissenting comments from the surrounding community. These tasks were performed with the desire to comply with zoning requirements.

Let me know if any further information is required to submit this formal appeal. Forward the information regarding time and information required for the appeal to the City Council.

Thanks,

Mike Decker, AIA | Project Manager

SPANGENBERG PHILLIPS TICE Architecture
121 N Mead Ste 201
Wichita, KS 67202
T: 316. 267.4002 | F: 316. 267.1509
sptarchitecture.com

EXCERPT OF THE JULY 22, 2010 MAPC HEARING

Case No.: CON2010-17 - Unified School District 259 (Owner) Joe Hoover, USD 259 (Applicant) Mike Decker, Spangenberg Phillips Architecture (Agent) Request City Conditional Use to permit the construction of a Communication Tower for USD 259 at Dodge Elementary School on property described as;

A Tract of land beginning at the Northeast corner of the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence West 499 feet; thence South 375 feet; thence East 127 feet; thence South 55 feet; thence East 372 feet; thence North to the point of beginning. Generally located at the southwest corner of the intersection of W. 2nd Avenue and Anna Street (4801 W. 2nd St.).

BACKGROUND: The applicant, USD 259, is seeking a Conditional Use to permit the construction of an 80-foot high tubular self-supporting tower (see attached illustration). The 20-foot by 20-foot tower site, in the northwest portion of the application area, is located on the far west end of the new Dodge Elementary School site. The proposed site is zoned B Multi-family Residential ("B"). Wireless Communication Facilities over 65 feet in height in the B zoning district may be permitted with a Conditional Use. The site is not identified on the official Zoning Map as within the "Cell Tower Administrative Permit" area, but it may be considered for a Conditional Use. It appears to meet the compatibility height and other standards of the Zoning Code.

The applicant's letter (see attached) states that the proposed facility is needed to provide voice, data and security alarm traffic between schools and administrative facilities. The letter also states on how since 2003, the school districts microwave system has included Dodge Elementary School through the use of a 60-foot self-supporting galvanized microwave tower. The tower is located on the school grounds and is enclosed with a chain link fence. With the remodeling and reconstruction of Dodge Elementary School, the existing tower site will be in the footprint of the new school. It is necessary to move the existing tower to another location on the school's premises and to extend the height of the tower by 20-feet. The new location on the school's premise will require an additional 20-feet of height in order for the microwave signals to avoid obstruction by trees and provide the paths with adequate signal clearance.

The tower will house two (2), 2.5-foot parabolic high performance 18 GHz microwave antennas. One antenna will point toward Hadley Middle School on an azimuth of 6.2 degrees and the other antenna will point toward Mayberry Middle School on an azimuth of 111.06 degrees. All microwave links in the USD 259 system are licensed and approved by the Federal Communications Commission (FCC) and are operated within the laws of the FCC.

The attached site plan shows the general tower area, and the proposed location of the new Dodge Literacy Magnet Elementary School. The site plan does not indicate light poles, ground lighting, power poles, cabinets, equipment or buildings located within the fenced-in tower area. The agent's letter states that the site will have a chain link security fence around the tower site. The applicant will be required conform to Federal Aviation Administration (FAA) standards, and verify that the tower will not pose a hazard to air navigation or interfere with other radio/communication frequencies. The applicant will be required to provided an analysis of airspace in the area prior to building permits being issued. The applicant's statement indicates that the tower will not have strobe lights. Tower lighting must meet the FAA requirements for aircraft warning.

The character of the surrounding area is institutional and residential uses. The property to the east, zoned B and SF-5 Single-family Residential ("SF-5"), is a large site that is currently developed with the existing Dodge Elementary School; however the redevelopment of the site will turn this area into a parking lot for

the new school. A single-family residential development zoned SF-5 is located east of Anna Street, approximately ½ block to the east. The property to the south of the subject site is zoned SF-5 and is developed as single-family residences. A park area with playground facilities, zoned B and SF-5, is located to the west of the subject site. The property to the west of park, zoned SF-5 is developed with single-family residences. North of the subject site, property is zoned SF-5, B and TF-3 Two-family Residential ("TF-3"), with development consisting of single-family residences, duplexes and apartments.

CASE HISTORY: The subject property was just recently platted (recorded 3-18-10) as part of Dodge Elementary Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3 & SF-5	Duplexes and Single-family Residences
SOUTH:	SF-5	Single-family Residences
EAST:	SF-5	Charitable Institution
WEST:	B	Playground

PUBLIC SERVICES: Municipally supplied public services are available to the site. The site has access to 2nd Street, a paved urban collector with no traffic counts at this location.

CONFORMANCE TO PLANS/POLICIES: The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. The Location Guidelines of the Wireless Communication Master Plan indicate that new facilities should be located: 1) on multi-story buildings or other structures; 2) on existing poles in street rights-of-way, parking lots, or athletic fields; 3) on existing towers for personal wireless services, AM/FM radio, television, school district microwave antennas, and private dispatch systems; 4) in wooded areas; 5) on identified city and county properties; or 6) on highway light standards, sign structures, and electrical support structures. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area; 2) minimize the height, mass, or proportion; 3) minimize the silhouette; 4) use colors, textures, and materials that blend in with the existing environment; 5) be concealed or disguised as a flagpole, clock tower, or church steeple; 6) be placed in areas where trees and/or buildings obscure some or all of the facility; 7) be placed on walls or roofs of buildings; 8) be screened through landscaping, walls, and/or fencing and 9) not use strobe lighting. The Unified Zoning Code requires wireless communication facilities to comply with a compatibility height standard of one foot of setback for each foot of structure height from adjoining properties zoned TF-3 or more restrictive. This compatibility height standard can be reduced or waived through a Conditional Use or a Zoning Adjustment.

RECOMMENDATION: Planning staff finds that the proposed wireless communication facility conforms to the guidelines of the Wireless Communication Master Plan. Based upon these factors and the information available prior to the public hearings, planning staff recommends that the request be APPROVED subject to the following conditions:

A. All requirements of Section III.D.6.g. of the Unified Zoning Code shall be met.
B. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
C. The support structure shall be 80-feet in height and shall be designed and constructed to accommodate the equipment needed for the USD 259 microwave system.
D. The equipment compound shall be enclosed by a minimum six-foot high solid screening fence constructed of materials that meet the requirements of Sec. IV.B.3.e. of the Unified Zoning Code.

E. The applicant shall obtain FAA approval regarding "objects affecting navigable airspace" and "impacts to terminal instrument procedures" for the proposed wireless communication facility and shall comply with all conditions of FAA approval. The applicant shall submit a copy of FAA approval to the MAPD, Office of Central Inspection, and Director of Airports prior to the issuance of a building permit.

F. The site shall be developed in general conformance with the approved site plans and elevation drawings. All improvements shall be completed before the facility becomes operational.

G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The character of the surrounding area is institutional and residential uses. The property to the east, zoned B Multi-family Residential ("B") and SF-5 single-family Residential ("SF-5"), is a large site that is currently developed with the existing Dodge Elementary School; however the redevelopment of the site will turn this area into a parking lot for the new school. A single-family residential development zoned SF-5 is located east of Anna Street, approximately ½ block to the east. The property to the south of the subject site is zoned SF-5 and is developed as single-family residences. A park area with playground facilities, zoned B and SF-5, is located to the west of the subject site. The property to the west of park, zoned SF-5 is developed with single-family residences. North of the subject site, property is zoned SF-5, B and TF-3 Two-family Residential ("TF-3"), with development consisting of single-family residences, duplexes and apartments.

2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned "B" Multi-family, and has been developed with an elementary school.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Negative impact on the surrounding property should be minimal since the tower has been on this site since 1998. The intent of this Conditional Use request is to address the new location on the site for the tower and the increase in height by 20-feet. The proposed tower is to provide continued communication coverage for Dodge Elementary and other schools within USD 259.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. The Location Guidelines of the Wireless Communication Master Plan indicate that new facilities should be located: 1) on multi-story buildings or other structures; 2) on existing poles in street rights-of-way, parking lots, or athletic fields; 3) on existing towers for personal wireless services, AM/FM radio, television, school district microwave antennas, and private dispatch systems; 4) in wooded areas; 5) on identified city and county properties; or 6) on highway light standards, sign structures, and electrical support structures. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area; 2) minimize the height, mass, or proportion; 3) minimize the silhouette; 4) use colors, textures, and materials that blend in with the existing environment; 5) be concealed or disguised as a flagpole, clock tower, or church steeple; 6) be placed in areas where trees and/or buildings obscure some or all of the facility; 7) be placed on walls or roofs of buildings; 8) be screened through landscaping,

walls, and/or fencing and 9) not use strobe lighting. The Unified Zoning Code requires wireless communication facilities to comply with a compatibility height standard of one foot of setback for each foot of structure height from adjoining properties zoned "TF-3" or more restrictive. This compatibility height standard can be reduced or waived through a Conditional Use or a Zoning Adjustment.

5. Impact of the proposed development on community facilities: FAA approval should ensure that the proposed tower does not detrimentally impact the operation of airports in the vicinity.

JOHNSON recused himself from this item.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MARNELL said he was surprised that the City recommended approval of a lattice tower. He said the City requires communications carriers to install monopoles to meet the standards of the City Wireless Communication Plan. He asked why staff was recommending approval of a lattice tower.

SLOCUM said the lattice tower is currently installed at the site and that they are requesting a 20-foot increase in height. He said all towers installed at school sites are lattice, so staff was just staying consistent with what is already installed. He also mentioned that he could find no "hard fast rule" in the Wireless Communication Plan that dictates that towers be monopole.

MILLER reiterated that all of the towers installed on school district property were the lattice style. He said a tower already exists at the site and they are simply relocating it and installing a similar taller tower. He said it didn't make any sense to staff to insist on a monopole when a lattice tower is already located there.

MARNELL commented that economic consideration is not a reason to allow a lattice tower instead of a monopole. He said this is the second government entity that staff has recommended a lattice tower when private enterprise wouldn't stand a chance of installing a lattice tower. He said when other entities modify parts of a site, the City requires that items be brought up to City Code and into conformance with current policy and this is the same type of case. He said this is not just a case of extending the current tower. He said after reading the engineering report, it sounds like they have an 80-foot tower lying around somewhere that they want to use. He said this recommendation just doesn't seem right to him.

MILLER commented that it was taxpayer's money and added that the original towers were approved by the Board of Zoning Appeals. He said it may not be correct logic, but that is the logic staff used when making the recommendation.

HILLMAN asked if the wireless guidelines applied to both the City and the County.

DICKGRAFE verified that the Wireless Communication Plan applied to both the City and County.

MIKE DECKER, SPANGENBURG PHILLIPS, AGENT FOR THE APPLICANT said they agree with staff comments. He also mentioned that was the first time they have heard about the monopole requirement.

> **MOTION:** To approve subject to staff recommendation with the addition of a monopole tower structure instead of a lattice tower as per the Wireless Communication Plan.

MARNELL moved, **HILLMAN** seconded the motion, and it carried (11-0-1).
JOHNSON – Abstained.

Agenda Item No. V-1

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: SUB2010-00017 -- Plat of Freund Addition located on the west side of 151st Street West, north of 45th Street North.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (14-0)

Background: The site, consisting of two lots on 12.58 acres, is located within three miles of Wichita's city limits and is zoned RR Rural Residential.

Analysis: County Code Enforcement has approved the use of on-site sewerage and water wells.

The plat has been approved by the Metropolitan Area Planning Commission subject to conditions.

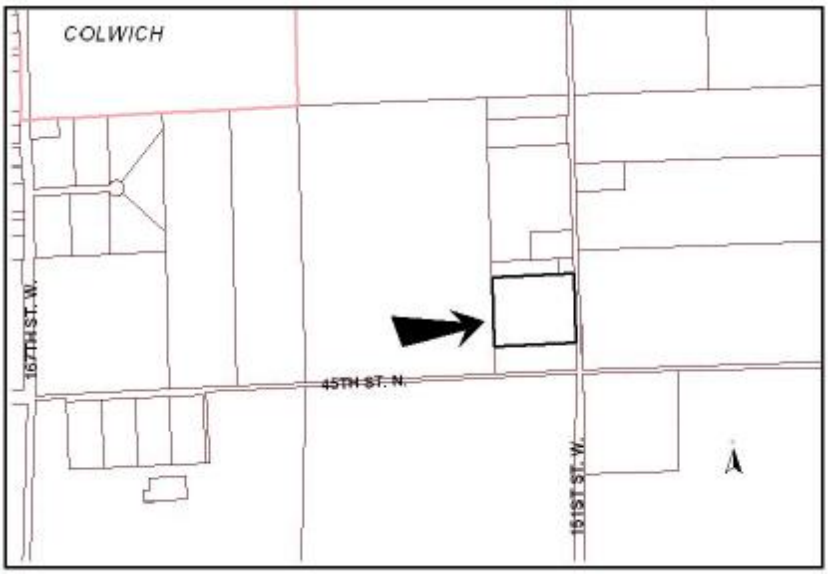
Financial Considerations: There are no financial considerations associated with this plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: There are no legal considerations associated with this plat.

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

Attachments: There are no attachments associated with this plat.



Agenda Item No. V-2

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: SUB2010-00045 -- Plat of McDonald's Addition located north of Central and on the west side of Hillside. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: The site, consisting of one lot on 1.1 acres, is a replat of Resurvey of Buck's 2nd Addition and a portion of Schuckman's Addition. The site is located in Wichita's city limits and is zoned GO General Office and LC Limited Commercial.

Analysis: Municipal services are available to serve the site.

The plat has been approved by the Metropolitan Area Planning Commission subject to conditions.

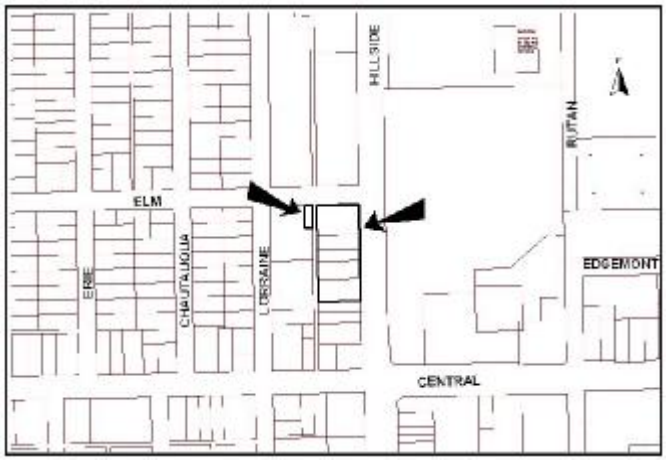
Financial Considerations: There are no financial considerations associated with this plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: There are no legal considerations associated with this plat.

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

Attachments: There are no attachments associated with this plat.



Agenda Item No. V-3

City of Wichita
City Council Meeting
December 7, 2010

To: Mayor and City Council

Subject: VAC2010-00021 - Request to vacate a portion of a platted easement; generally located south of Harry Street, west of Seneca Street. (District IV)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (unanimously).

Background: The applicant requests vacation of a portion of the platted 20-foot wide utility easement located in Lot 1, the Stanley School Addition. There is a City sewer line and manhole in the platted easement. A private sewer project (2045 PPS) was submitted to shorten the City's sewer by constructing a new manhole over an existing line and abandoning a portion of the city's main that would be under the proposed building. There are no other utilities located in the platted easement. The Stanley School Addition (a Replat of Block L, the Princess Addition, recorded on March 23, 1887) was recorded with the Register of Deeds on November 8, 1978.

Analysis: The MAPC voted (12-0-1) 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.

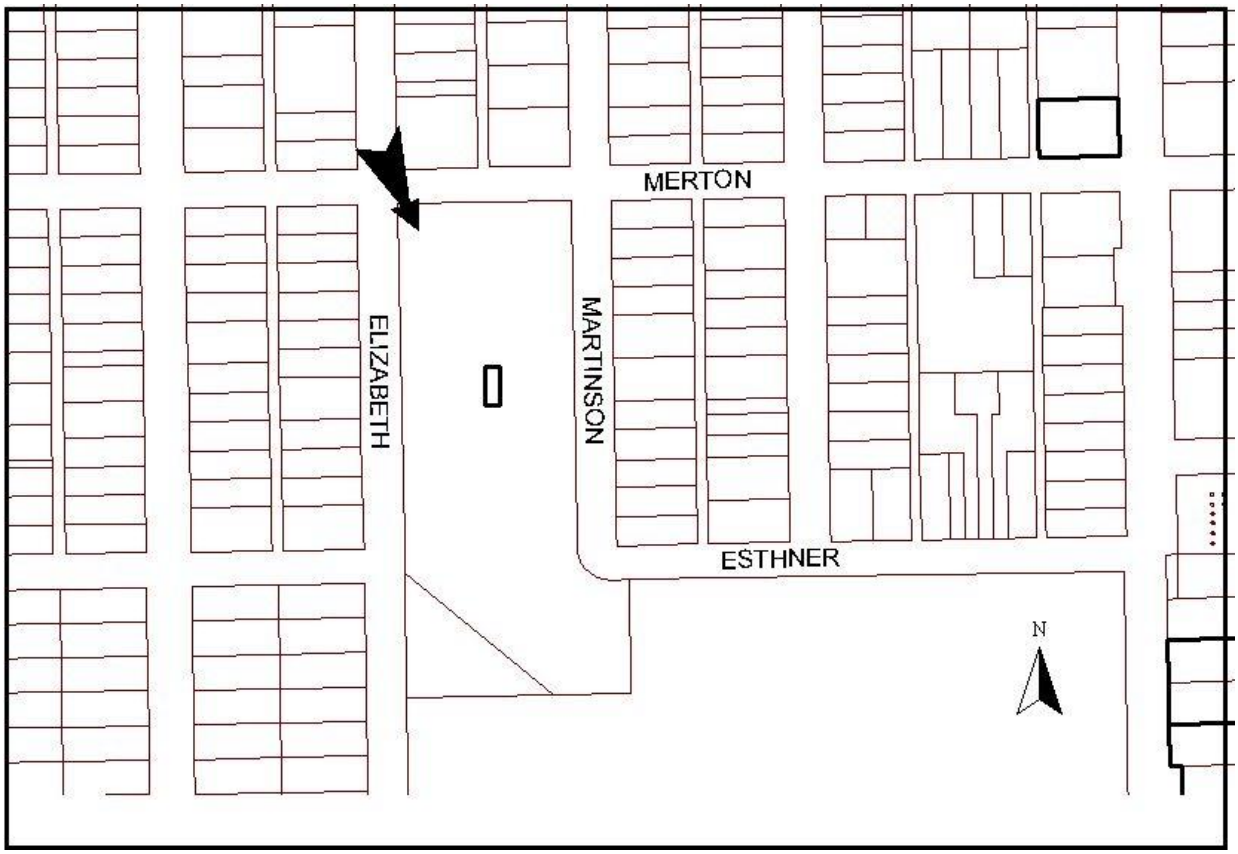
Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to ensure an Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order has been approved as to form by the Department of Law and will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.


MERTON
ELIZABETH
MARTINSON
ESTHNER
N

Agenda Item No. V-4

City of Wichita
City Council Meeting
December 7, 2010

To: Mayor and City Council

Subject: VAC2010-00022 - Request to vacate a portion of a platted alley; generally located between 15th & 16th Streets North and Broadway Avenue and Market Street. (District VI)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (unanimously).

Background: The applicant, USD 259, requests vacation of the platted 15-foot wide alley abutting the rear yards of Lots 85 to 92 (all), Powell's Addition. The applicant had previously vacated the northern portion of this platted alley that abutted the rear yards of Lots 73 to 84 (all), Powell's Addition; VAC2001-54. There is a sewer line and manhole in the 15-foot wide alley. The sewer line and manhole will be relocated as approved by the submitted sewer project (2057 PPS). An easement to cover the relocated sewer liner and manhole was recorded with the Sedgwick County Register of Deeds; FILM/PAGE #29177171. There are no other utilities located in the platted alley. The Powell's Addition was recorded with the Register of Deeds on June 9, 1887.

Analysis: The MAPC voted (12-0-1) 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.

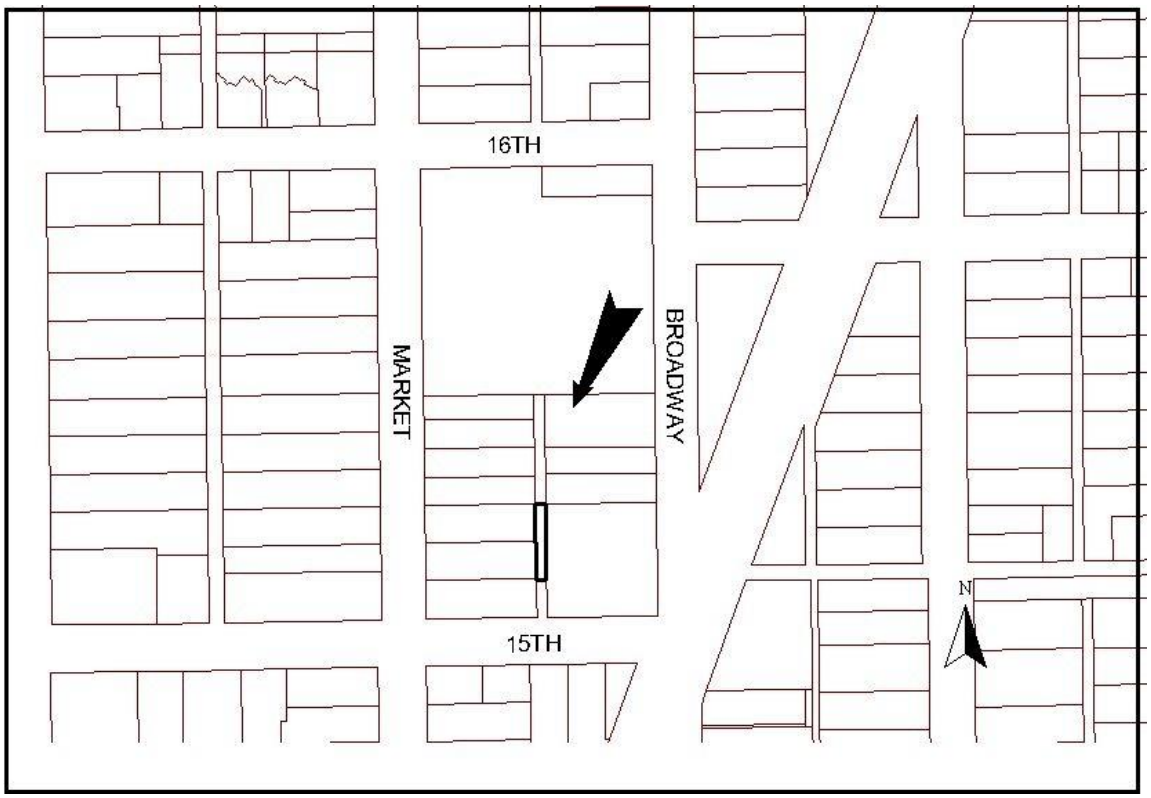
Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to ensure an Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order has been approved as to form by the Department of Law and will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.


16TH
MARKET
BROADWAY
15TH
N

Agenda Item No. V-5

City of Wichita
City Council Meeting
December 7, 2010

To: Mayor and City Council

Subject: VAC2010-00030 - Request to vacate a portion of platted complete access control; generally located at the northeast corner of 21st Street North and Hoover Road. (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.

Background: The applicant proposes an additional 30-foot wide drive along the vacant subject site's (Lots 1 and 2, Block A, Burleson Addition) approximately 372.01 feet of Hoover Road frontage. The subject site was originally platted with complete access control along Hoover Road, except for a 30-foot wide joint access easement, evenly located between Lots 1 and 2. The current platted joint access easement appears to line up with a drive located west of it, across Hoover Road. The proposed 30-foot wide drive appears to be located approximately 115.7 feet south of the south end of the permitted joint access easement. Hoover Road is a paved two-lane urban collector, with 90 to 135 feet of right-of-way at this section. There are franchised utilities and public water located in this portion of Hoover Road, but no storm water, sewer or manholes. The Burleson Addition was recorded with the Register of Deeds on August 24, 2001.

Analysis: The MAPC voted (14-0) 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 an Efficient Infrastructure.

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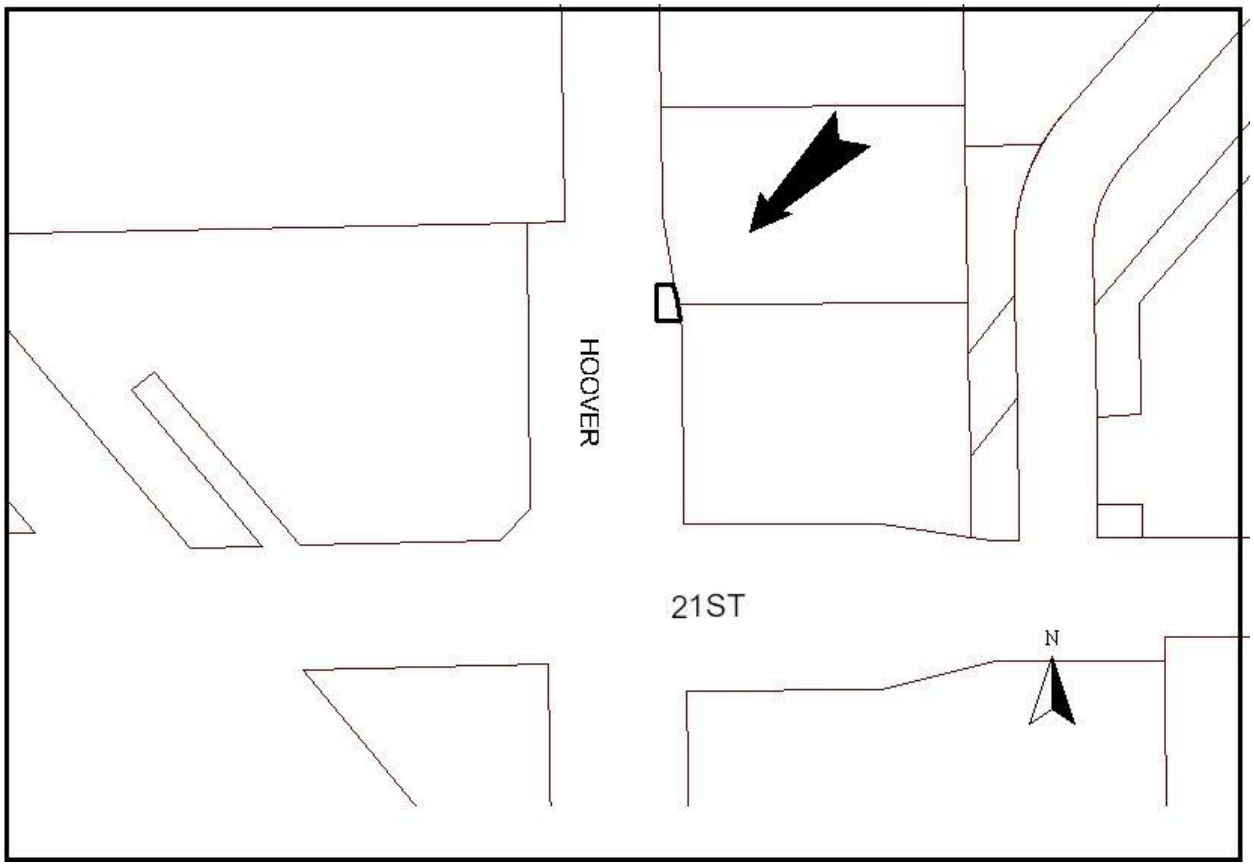
Legal Considerations: A certified copy of the Vacation Order has been approved as to form by the Department of Law and will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.


HOOVER
21ST
N

City of Wichita
City Council Meeting
December 7, 2010

TO: Wichita Airport Authority

SUBJECT: 1761 and 1801 Airport Road Parking Lot Improvements
Change Order No. 2
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: The parking lots at 1761 and 1801 Airport Road were in poor condition and in need of reconstruction. This project was approved by the Wichita Airport Authority on November 16, 2004.

Analysis: Change Order No. 2 has been developed to accommodate the tenant's requests to relocate concrete posts, remove flowable fill and to adjust final quantities.

	Amount	Description	Date
Contract	$939,475	Project construction, Dondlinger & Sons, Inc.	6/16/2009
CO No. 1	33,616	Electrical power and communications manhole	1/5/2010
CO No. 2	9,682	Tenant changes and adjust final quantities	12/7/2010
	$982,773	Total Cost	

Financial Considerations: The change order in the amount of $9,682 represents less than a one percent increase in the adjusted contract amount and is included in the current budget of $1,240,000. This project is funded with General Obligation Bonds paid for with Airport revenue.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements which support tenant development.

Legal Considerations: The Law Department has approved the change order as to legal form.

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

Attachments: Change Order No. 2.

CHANGE ORDER

Date: January 25, 2010 No. 2-Final

OWNER'S Project No. 454358 FAA Project No. N/A

Project: 1761 and 1801 Airport Road Parking Lot Improvements

Contractor: Dondlinger & Sons Construction Contract Date:

Nature of changes:

The Proposed Change Order No. 2 includes the change order to relocate the concrete posts with electric service on the west side of the 1801 Building and the additional item of removal of flowable fill over the existing utility lines. This change order also includes the quantity over and under runs for the project.

Additional and Changed Bid Items:

See Attached.

Attachments:

Change Order No. 7 – Bid Items and Costs
WAA Approval Letter – Electrical Bollards
Removal of Flowable Fill Letter
Proposed Change Order #2

These changes result in the following adjustment of Contract price and Contract time:

Contract price prior to this Change Order	$ 973,090.95
Net (increase) resulting from this Change Order	$ 9,681.75
Current Contract price including this Change Order	$ 982,772.70

Contract time prior to this Change Order 134 Calendar Days
(Days or Date)

Net (increase) resulting from this Change Order 11 Days (increase)
(Days)

Current Contract time including this Change Order 145 Calendar Days
(Days or Date)

The changes are accepted.

Date: 11-10-10

Robert Shinn
CONTRACTOR

The changes are approved.

Date: 11-10-10

[signature]
ENGINEER

You are directed to make the changes noted:

Dated: _____

_____
OWNER

Approved as to form:
Gary E Kuhnstoff/ACD
City attorney

CERTIFIED ENGINEERING DESIGN, P.A.
810 W. Douglas, Suite C
Wichita, KS 67203
(316) 262-8808

CHANGE ORDER NO. 2
1761 AND 1801 AIRPORT ROAD BUILDING PARKING LOT IMPROVEMENTS
January 25, 2010

Type of Work: 1761 and 1801 Building Parking Lot Reconstruction

Location: Mid-Continent Airport, Wichita, Kansas

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Relocate Concrete Posts w/Electric Service				
Extend and Re-work Conduits	1	Lump Sum	$ 195.00	$ 195.00
Furnish and Install New Conduits	1	Lump Sum	$ 520.00	$ 520.00
Furnish and Install New GFI Recpticals	1	Lump Sum	$ 345.00	$ 345.00
Salvage Ex. Conc. Posts & Relocate behind Curb	3	Lump Sum	$ 208.00	$ 624.00
Contractors 10% Markup	1	Lump Sum	$ 100.60	$ 100.60
Removal of Fowable Fill over Ex. Utility Lines				
Flowable Fill Removal over Existing Utility Lines	974	L.F.	$ 4.85	$ 4,723.90
Quantity Over Runs				
Concrete Pavement(6"P.C.C.)(Fiber Reinforced)	28	S.Y.	$ 31.00	$ 868.00
6" Crushed Rock Base (Reinforced)	28	S.Y.	$ 8.00	$ 224.00
6" Combined Curb & Gutter	74	L.F.	$ 10.50	$ 777.00
Concrete Pavement/Apron Removal	50	S.F.	$ 2.75	$ 137.50
Communications Manhole	1	Each	$ 16,300.00	$ 16,300.00
Quantity Under Runs				
4" Sidewalk Concrete	-249	S.F.	$ 3.50	$ (871.50)
8" Sch. 40 PVC Communications Conduit	-9	L.F.	$ 15.75	$ (141.75)
Communications 48" Handhole	-1	Each	$ 9,900.00	$ (9,900.00)
SWS Pipe RCP 15"	-14	L.F.	$ 25.00	$ (350.00)
Sand Backfill, Flushed and Vibrated	-14	L.F.	$ 5.00	$ (70.00)
4" Domestic Water Service Relocation	-1	L.S.	$ 2,300.00	$ (2,300.00)
Construction Fence (Tree Protection)	-150	L.F.	$ 10.00	$ (1,500.00)
	Total			**$ 9,681.75**

Paul Cater, P.E.
CERTIFIED ENGINEERING DESIGN, P.A.

CITY OF
WICHITA

Wichita Airport Authority

November 2, 2009

Paul Cater
Certified Engineering Design
810 W. Douglas, Suite C
Wichita, KS 67203-6105

Re: Wichita Mid-Continent Airport
FAA Office Buildings Parking Lots Reconstruction

Dear Mr. Cater:

We will accept the contractor's price of $1,784.60 to install the electrical bollards north of the 1801 Airport Road annex understanding there is no change in contract time.

Incorporate this work into the next change order.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent, Airport Engineering

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130
T 316.946.4700 F 316.946.4793
www.flywichita.com

Dondlinger & Sons Const. Co., Inc.

P.O. Box 398
2656 S. Sheridan
Wichita, Kansas 67201

Phone: 316-945-0555
Fax: 316-945-9009

PROPOSED CHANGE ORDER
No. 00007

TITLE: Relocate Conc Posts W/ Elec Service

DATE: 10/7/2009

PROJECT: COW - Airport Parking Lot Imp.

JOB: 29-028

TO: Wichita Airport Authority
2173 Air Cargo Rd.
Wichita, Kansas 67277

CONTRACT NO:

ATTN: Don Dearmont

RE: PCO **To:** WAA **From:** D&S **Number:** 00007

DESCRIPTION OF PROPOSAL

Per instructions received from Don Dearmont this change order consist of salvaging and resetting concrete posts, re-powering the 3 concrete posts with new conduit & conductors, and replacing receptacles at the top of posts.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Relocate Conc Posts W/ Electric Services		3.000	EA	$0.00	0.00%	$0.00	$0.00
00002	Extend and Re-work Conduits		1.000	LS	$195.00	0.00%	$0.00	$195.00
00003	Furnish & Install New Conductors		1.000	LS	$520.00	0.00%	$0.00	$520.00
00004	Furnish & Install New GFI Receptacles		1.000	LS	$345.00	0.00%	$0.00	$345.00
00005	Salvage Exist Conc Posts & Relocate Behind New Curb (16 MH @ $31.25) (Equip $60)(Material $60.00)		3.000	EA	$208.00	0.00%	$0.00	$624.00
00006	GC Mark Up on Atlas Electric		1.000	LS	$100.60	0.00%	$0.00	$100.60

Unit Cost:	**$1,784.60**
Unit Tax:	**$0.00**
Lump Sum:	**$0.00**
Lump Tax:	**$0.00**
Total:	**$1,784.60**

APPROVAL:

By: Robert Shinn
Bob Shinn

Date: 10-7-09

By: _____
Don Dearmont

Date: _____

Expedition ®

ATLAS
ELECTRIC L.L.C.

Dondlinger and Sons Construction

October 6, 2009

Atten Bob Shinn

Re: Block Heater Post

Atlas Electric LLC is pleased to offer the following

		Material	Labor
1) Extend and rework conduits (3 hrs)	$	50.00	$145.00
2) Furnish and install new conductors from panel (7 hrs)	$	170.00	$350.00
3) Furnish and install new GFI receptacles and in use covers (3.5 hrs)	$	180.00	$165.00

Labor	$660.00
Material	$400.00
Total	**$1,060.00**

Excluded: Bond
Sales tax

Respectfully
Douglas Grosch
Douglas Grosch

1607 N. Wabash, 67214 • Wichita, KS
(316) 858-1560 • Fax (316) 858-1564

07.09.2009

DONDLINGER & SONS CONSTRUCTION CO., INC.
General Contractors
TOM DONDLINGER
NICK DONDLINGER
PAUL DONDLINGER
MARTIN DONDLINGER JR
FOUNDED IN 1893 BY N.L. DONDLINGER
P.O. BOX 398 WICHITA, KANSAS 67201-0398
PHONE (316) 945-0555 FACSIMILE (316) 945-9009

August 6, 2009

Certified Engineering Design
Attn: Paul Cater
810 W. Douglas, Suite C
Wichita, Kansas 67203

Ref: Wichita Mid-Continent Airport
1761 and 1801 Airport Road Parking Lot Improvements
REVISED Change Order Request – Flowable Fill in Rock Base and Pavement
Job # 29089

Dear Mr. Cater:

During our asphalt removal operation, Dondlinger & Sons has encountered several locations where flowable fill over existing utility lines is in conflict with the proposed rock base and pavement. Dondlinger & Sons believes the removal of this flowable fill is extra work and should be addressed by a change order. The following is our costs and scope work for this change order:

Removal of Flowable Fill (325 lf) in conflict w/ Phase 1 Rock Base & Pavement - $1576.25 or $4.85/lf

- Dondlinger & Sons shall use a skid steer with a hydraulic breaker to remove the flowable fill in conflict.
- Dondlinger & Sons will haul off all flowable fill that is removed.
- Dondlinger & Sons assumes no responsibility for damage to the remaining flowable fill, conduits, or other items contained in the flowable fill.
- Dondlinger & Sons had been informed that the flowable fill is over 3 feet in depth from top of existing pavement and the conduits are in the bottom portion of the flowable fill. Dondlinger & Sons will remove a approximately 12 inches of flowble fill.
- Dondlinger & Sons will perform this work while the proper authorities (as directed by CED) are present.

Please provide confirmation, in writing, that you are in agreement with this change order.

Also, this issue along with an electric line conflict and discrepancy in the subgrade compaction requirements are impacting our project schedule; please consider this letter as Dondlinger & Sons notification that the project is being delayed. Once the extent of these delays is fully known, Dondlinger & Sons will submit a request for an extension of contract time.

If you have any questions, please do not hesitate to call.

Sincerely,
Dondlinger and Sons Construction Co., Inc.

Mark Lorenz
Manager of Bridge Division

CITY OF
WICHITA

Wichita Airport Authority

February 8, 2010

Paul Cater, P.E.
Certified Engineering Design, P.A.
810 W. Douglas, Suite C
Wichita, KS 67203-6105

Re: Wichita Mid-Continent Airport
FAA Office Buildings Parking Lots Reconstruction

Dear Mr. Cater:

We will accept your recommendation of adding 11 calendar days to the contract time for the reasons indicated in your February 4, 2010 letter.

Incorporate this work into the next change order.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent, WAA

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130

T 316.946.4700 **F** 316.946.4793

www.flywichita.org

CERTIFIED ENGINEERING DESIGN

438 North Ohio
Wichita, KS 67214
(316)262-8808 Office
(316)262-0080 Fax

DATE: February 4, 2010

TO: Mr. Don Dearmont
Wichita Airport Authority
2173 Air Cargo Road
P.O. Box 1930
Wichita, KS 67277-0130

Re: Working Days
1761 and 1801 Airport Road
Wichita Airport Authority

Dear Don,

Dondlinger and Sons has requested 11 additional working days which would extend the contract from December 8th, 2009 to December 19th, 2009.

I would recommend giving the additional days based on Section 108.4, page 108-3. Dondlinger had crews on site from the time they mobilized until they completed the job. Dondlinger worked most Saturdays and at least one Sunday, see attached. They had utility issues ranging from the electric duct bank at 1761 to the parking lot lighting conduits to unknown and never claimed lines. There were also weather issues that I will discuss below. From the time Dondlinger mobilized until the job was completed, they never pulled off. At that point, I think this is a situation that Section 108-4 was written for "If the Engineer finds that work was delayed because of conditions beyond the control and through no fault of the Contractor, the Engineer may extend the time completion by such amounts as conditions justify."

Attached to this letter is the NOAA rainfall data for Mid-Continent Airport. As is shown the rainfall exceeded the monthly averages with September being an exceptionally wet month. Also attached is Randy Voth's list of days that no work was completed due to rain. He was adamant that if there was work that could be done in the rain that Dondlinger did it. It is my understanding that a lot of forms were set in the rain. The days listed here were days that they were simply rained out. If need be, I can go through Randy's log books and find the number of days with reduced production due to precipitation or cold weather.

If you have questions or need additional information about the days; please call me.

Sincerely,

Paul Cater, P.E.
Certified Engineering Design

attachments

Monthly Normals for WICHITA MID-CONTINENT ARPT

Month	Minimum Temperature	Maximum Temperature	Mean Temperature	HDD	CDD	Precipitation
January	20.3	40.1	30.2	1087	0	0.84
February	25.3	47.2	36.3	819	0	1.02
March	34.4	57.3	45.9	594	2	2.71
April	43.7	66.9	55.3	302	19	2.57
May	54.0	76.0	65.0	89	93	4.16
June	63.9	87.1	75.5	5	330	4.25
July	69.1	92.9	81.0	0	503	3.31
August	67.9	91.6	79.8	0	454	2.94
September	59.3	82.2	70.8	49	221	2.96
October	46.9	70.2	58.6	235	35	2.45
November	33.9	54.5	44.2	620	1	1.82
December	24.0	43.1	33.6	965	0	1.35
Annual	45.2	67.4	56.4	4765	1658	30.38

NOAA PRECITICIPATION FOR MID CONTINENT WAA PARKING LOT IMPROVEMENT PROJECT:

August	3.94"
September	5.16"
October	3.82"
Total	12.92"
Normal	8.35"
Difference	4.57"

North Mid Continent
AUGUST

Temperature in F							Pcpn	Snow	Wind				Sunshine		Sky	Pk Wnd	
Columns																	
1	2	3	4	5	6a	6b	7	8	9	10	11	12	13	14	15	16	17	18
Dy	Max	Min	Avg	Dep	HDD	CDD	Wtr	Snw	Dpth	Avg	Spd	Dir	Min	Psbl	S-S	Wx	Spd	Dr
01	81	61	71	-11	0	6	0.99	0.0	0	9.0	E32	E10	N	N		3,1	46	320
02	86	56	71	-11	0	6	0.00	0.0	0	9.5	20	160	N	N			24	150
03	96	65	81	-1	0	16	0.00	0.0	0	10.5	18	200	N	N			22	200
04	96	70	83	+1	0	18	T	0.0	0	8.2	25	330	N	N		3	33	320
05	90	73	82	0	0	17	0.00	0.0	0	11.2	22	40	N	N		8	26	50
06	81	71	76	-5	0	11	0.11	0.0	0	10.0	20	160	N	N		1,3	25	160
07	98	73	86	+5	0	21	0.00	0.0	0	18.9	29	180	N	N			35	180
08	99	76	88	+7	0	23	0.00	0.0	0	19.6	30	180	N	N			37	180
09	98	74	86	+5	0	21	0.00	0.0	0	16.1	29	180	N	N		8	33	180
10	92	67	80	-1	0	15	0.08	0.0	0	9.2	E28	E340	N	N		3,1	E32	E340
11	90	64	77	-4	0	12	0.00	0.0	0	3.3	12	140	N	N			15	160
12	92	63	78	-3	0	13	0.00	0.0	0	6.5	15	150	N	N		1,8	21	180
13	91	63	77	-4	0	12	0.00	0.0	0	9.2	20	150	N	N			24	180
14	90	67	79	-2	0	14	0.00	0.0	0	12.6	22	130	N	N			29	140
15	89	73	81	+1	0	16	0.60	0.0	0	15.0	31	140	N	N		8,1,3,5	40	140
16	94	75	85	+5	0	20	T	0.0	0	9.8	21	170	N	N		8,1	29	170
17	83	65	74	-6	0	9	E0.98	0.0	0	10.3	33	340	N	N		3,1	45	340
18	79	67	73	-7	0	8	0.01	0.0	0	7.8	20	320	N	N		3	23	180
19	83	66	75	-5	0	10	1.04	0.0	0	12.2	28	180	N	N		3,1	40	280
20	81	65	73	-6	0	8	0.00	0.0	0	8.7	16	280	N	N			23	300
21	83	56	70	-9	0	5	0.00	0.0	0	8.8	18	330	N	N			23	340
22	81	53	67	-12	0	2	0.00	0.0	0	4.3	10	120	N	N			17	40
23	83	61	72	-7	0	7	0.00	0.0	0	11.1	20	140	N	N			23	140
24	87	67	77	-1	0	12	0.00	0.0	0	13.9	22	160	N	N			26	160
25	92	70	81	+3	0	16	0.00	0.0	0	9.9	18	190	N	N		1,3	23	170
26	87	72	80	+2	0	15	0.13	0.0	0	6.6	21	300	N	N		3,1,8	23	330
27	83	67	75	-3	0	10	T	0.0	0	9.5	18	10	N	N		1	22	30
28	85	59	72	-5	0	7	0.00	0.0	0	7.8	14	60	N	N		1	17	50
29	80	62	71	-6	0	6	0.00	0.0	0	8.6	17	10	N	N			23	20
30	76	56	66	-11	0	1	0.00	0.0	0	7.6	16	40	N	N			20	50
31	74	53	64	-12	1	0	0.00	0.0	0	7.4	14	110	N	N			17	110

Average High Temp: 87.1 HDD: 1
Average Low Temp: 65.5 CDD: 357
Average Temp: 76.5
Monthly Rainfall: 3.94
Monthly Snowfall: 0.0
Monthly Minutes of Sunshine: 0
Average Wind Speed in MPH: 10.1
[REMARKS]
#FINAL-08-09#

NOAA Mid Continent
September

Temperature in F								Pcpn	Snow	Wind			Sunshine		Sky		Pk Wnd	
Columns																		
1	2	3	4	5	6a	6b	7	8	9	10	11	12	13	14	15	16	17	18
Dy	Max	Min	Avg	Dep	HDD	CDD	Wtr	Snw	Dpth	Avg	Spd	Dir	Min	Psbl	S-S	Wx	Spd	Dr
01	79	58	69	-7	0	4	T	0.0	0	11.9	20	150	N	N			24	140
02	83	64	74	-2	0	9	0.00	0.0	0	14.5	26	150	N	N			35	160
03	83	63	73	-2	0	8	T	0.0	0	6.8	17	160	N	N		1,8	21	160
04	80	66	73	-2	0	8	E0.23	0.0	0	7.6	18	40	N	N		1,3	22	40
05	76	64	70	-5	0	5	0.09	0.0	0	6.1	13	30	N	N		1	16	40
06	81	61	71	-3	0	6	0.00	0.0	0	7.1	14	100	N	N		1,2,8	17	100
07	90	63	77	+3	0	12	0.00	0.0	0	9.8	30	140	N	N		1,8	36	140
08	75	64	70	-4	0	5	3.83	0.0	0	12.6	E30	E190	N	N		3,1,8	28	102
09	79	67	73	0	0	8	0.36	0.0	0	8.3	16	60	N	N		3,1	20	60
10	80	68	74	+1	0	9	0.00	0.0	0	8.0	14	60	N	N		1,8	17	30
11	77	67	72	0	0	7	0.05	0.0	0	5.1	9	120	N	N		1,8	12	80
12	79	66	73	+1	0	8	0.03	0.0	0	8.2	15	60	N	N		8,1	20	20
13	78	66	72	0	0	7	0.00	0.0	0	8.7	17	70	N	N		1,8	22	70
14	75	65	70	-1	0	5	T	0.0	0	6.9	13	40	N	N		8,1	15	40
15	81	65	73	+2	0	8	0.00	0.0	0	9.1	E17	E70	N	N		1,8	22	50
16	81	66	74	+3	0	9	0.00	0.0	0	12.0	24	40	N	N			29	50
17	E79	E64	72	E+2	0	7	0.00	0.0	0	10.1	E17	E60	N	N			22	50
18	77	58	68	-2	0	3	0.00	0.0	0	6.3	14	10	N	N			20	360
19	79	59	69	-1	0	4	0.00	0.0	0	5.8	13	100	N	N			15	100
20	82	58	70	+1	0	5	T	0.0	0	9.1	21	170	N	N		1,8	26	170
21	71	58	65	-4	0	0	0.09	0.0	0	10.2	21	10	N	N		1,3,8	28	360
22	68	49	59	-9	6	0	T	0.0	0	7.4	16	340	N	N			20	340
23	69	43	56	-12	9	0	0.00	0.0	0	4.7	17	240	N	N			21	240
24	69	48	59	-9	6	0	0.00	0.0	0	6.6	14	220	N	N			18	220
25	76	49	63	-4	2	0	0.48	0.0	0	5.8	31	290	N	N		1,3	38	280
26	76	49	63	-4	2	0	0.00	N	N	5.8	14	270	N	N		1,2	18	280
27	91	53	72	+5	0	7	0.00	0.0	0	11.6	22	360	N	N		1	26	10
28	72	48	60	-6	5	0	0.00	0.0	0	10.2	23	330	N	N		8	30	330
29	74	42	58	-8	7	0	0.00	0.0	0	5.9	13	130	N	N			21	160
30	84	54	69	+4	0	4	0.00	0.0	0	19.3	32	170	N	N			44	180

Average High Temp: 78.1 HDD: 37
Average Low Temp: 58.8 CDD: 148
Average Temp: 68.7
Monthly Rainfall: 5.16
Monthly Snowfall: 0.0
Monthly Minutes of Sunshine: 0
Average Wind Speed in MPH: 8.7
[REMARKS]
#FINAL-09-09#

North Mid Continent
October

Temperature in F :							: Pcpn	:Snow:	Wind				:Sunshine:	Sky		:Pk Wnd	
Columns																	
1	2	3	4	5	6a	6b	7	8	9	10	11	12	13	14	15	16	17	18
Dy	Max	Min	Avg	Dep	HDD	CDD	Wtr	Snw	Dpth	Avg	Spd	Dir	Min	Psbl	S-S	Wx	Spd	Dr
01	74	44	59	-6	6	0	T	0.0	0	19.4	35	190	N	N		3	46	190
02	70	42	56	-9	9	0	0.00	0.0	0	14.4	32	280	N	N			40	280
03	66	37	52	-12	13	0	0.00	0.0	0	5.0	14	350	N	N			18	350
04	68	50	59	-5	6	0	0.00	0.0	0	11.6	22	110	N	N			26	110
05	61	52	57	-6	8	0	T	0.0	0	14.8	E22	E170	N	N		1	29	160
06	65	41	53	-10	12	0	E0.07	0.0	0	11.3	32	340	N	N		1,8	43	340
07	69	36	53	-10	12	0	0.04	0.0	0	9.2	23	180	N	N			29	180
08	58	44	51	-11	14	0	1.64	0.0	0	13.0	24	10	N	N		1,3	31	10
09	52	38	45	-17	20	0	0.00	0.0	0	9.6	23	360	N	N		1	30	10
10	42	34	38	-23	27	0	0.00	0.0	0	12.6	22	10	N	N		1	26	10
11	45	34	40	-21	25	0	0.01	0.0	0	7.7	15	30	N	N		1	28	340
12	56	44	50	-11	15	0	0.04	0.0	0	6.6	14	80	N	N		1	18	70
13	50	42	46	-14	19	0	0.09	0.0	0	12.7	21	80	N	N		1	26	80
14	48	41	45	-15	20	0	0.03	0.0	0	7.5	15	60	N	N		1	18	70
15	52	39	46	-13	19	0	0.00	0.0	0	7.9	16	340	N	N		1	18	30
16	62	38	50	-9	15	0	0.16	0.0	0	7.0	16	20	N	N		1,3	20	20
17	54	39	47	-11	18	0	0.00	0.0	0	6.9	17	10	N	N		1,2	23	10
18	67	37	52	-6	13	0	0.00	0.0	0	16.9	29	170	N	N			36	170
19	74	52	63	+6	2	0	0.00	0.0	0	16.4	25	180	N	N		1	31	150
20	76	61	69	+12	0	4	0.00	0.0	0	21.2	31	170	N	N			39	190
21	71	59	65	+9	0	0	0.38	0.0	0	14.5	25	170	N	N		1,8	32	160
22	59	40	50	-6	15	0	T	0.0	0	16.5	26	340	N	N		1	31	330
23	54	37	46	-10	19	0	0.00	0.0	0	13.9	25	320	N	N		1	33	320
24	67	33	50	-5	15	0	0.00	0.0	0	9.9	25	170	N	N			29	170
25	64	47	56	+1	9	0	0.03	0.0	0	12.7	26	340	N	N			33	350
26	56	36	46	-8	19	0	0.00	0.0	0	8.6	20	340	N	N		1	25	340
27	61	31	46	-8	19	0	0.00	0.0	0	8.2	E19	E130	N	N		1	19	130
28	69	48	59	+6	6	0	0.09	0.0	0	18.2	30	170	N	N		1,8	39	170
29	60	44	52	-1	13	0	E1.24	0.0	0	11.6	26	140	N	N		1,3	35	140
30	49	36	43	-9	22	0	T	0.0	0	14.9	30	280	N	N			39	280
31	66	36	51	0	14	0	0.00	0.0	0	6.4	E10	E260	N	N		8,1	13	240

Average High Temp: 60.8 HDD: 424
Average Low Temp: 41.7 CDD: 4
Average Temp: 51.5
Monthly Rainfall: 3.82
Monthly Snowfall: 0.9
Monthly Minutes of Sunshine: 0
Average Wind Speed in MPH: 11.8
[REMARKS]
#FINAL-10-09#

DAYS LOST DUE TO WEATHER

From Randy Voth, working days that were rained out.

Aug. 1, 2009	Sat.	Recovery
Aug. 6,	Thurs.	Rain
Aug. 17,	Mon.	Rain, Pour Rescheduled
Aug. 18,	Tues.	Recovery, Rain Overnight, 1.25"
Aug. 19,	Wed.	Recovery, Pumping Water
Sept. 4,	Fri.	Rain Early A.M. No Work
Sept. 8,	Tues.	Rain Weekend and Holiday, No Work
Sept. 9,	Wed.	Recovery Day
Oct. 8,	Thurs.	Rain too wet to work
Oct. 29,	Thurs.	Rain overnight, too wet to work
Oct 30,	Fri.	Recovery Day

There were several days that forms were set or stripped and other work was completed in the rain that are not listed here.

DONDLINGER AND SONS SATURDAYS ON SITE

Saturday	Worked	Not Worked	Comment
Saturday, August 01, 2009		x	Rain , Pumped water off grade
Saturday, August 15, 2009	x		Non Inspection
Saturday, August 22, 2009	x		Non Inspection
Saturday, August 29, 2009	x		Non Inspection
Saturday, September 05, 2009		x	Labor Day Weekend
Saturday, September 12, 2009	x		Non Inspection
Saturday, September 19, 2009	x		Non Inspection
Saturday, September 26, 2009	x		Randy on site
Saturday, October 03, 2009	x		Randy on site
Saturday, October 10, 2009	x		Randy on site
Saturday, October 17, 2009	x		Non Inspection
Saturday, October 24, 2009	x		Non Inspection
Saturday, October 31, 2009	x		Worked 2 Men
Saturday, November 07, 2009		x	Waiting on Layout/Curb & Gutter
Saturday, November 14, 2009	x		Inspection, Placed Concrete
Saturday, November 21, 2009		x	Randy on site to Make Punch List
Saturday, November 28, 2009		x	Thanksgiving Weekend
Saturday, December 05, 2009	x		Worked Punch List Items
Saturday, December 12, 2009	x		Sawed Out Expansion Joints
Friday, December 18, 2009	x		Hot Seal Expansion Joints

The time between sawing the expansion joints and sealing them was due to brittle cold.

City of Wichita
City Council Meeting
December 7, 2010

TO: Wichita Airport Authority

SUBJECT: Mid-Continent Drive and Bridge Rehabilitation
Change Order No. 1
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: To maintain the Mid-Continent Drive bridges over Harry Street and Crossfield Road plus other portions of the Mid-Continent Drive pavement, a rehabilitation project was created. On November 25, 2008 the Wichita Airport Authority approved the project and budget. Dondlinger and Sons was awarded the construction contract through the Board of Bids on May 25, 2010.

Analysis: During construction several bridge defects were found and additional road patching was necessary due to excessive deterioration so quantities were adjusted.

	Amount	Description	Date
Contract	$859,009	Project construction, Dondlinger & Sons, Inc.	5/25/2010
CO No. 1	69,207	Adjust quantities and bridge repairs	12/7/2010
	$928,216	Total Cost	

Financial Considerations: A change order was prepared to cover these changes in the amount of $69,207 which will be covered under the existing budget of $1,266,000. This change order represents an eight percent increase over the original contract. This project is funded with General Obligation bonds paid for with Airport revenue.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through maintenance of Airport infrastructure.

Legal Considerations: The Law Department has approved the change order as to legal form.

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

Attachments: Change Order No. 1.

CHANGE ORDER # 1
CITY OF WICHITA PROJECT # 458-396

CHANGE ORDER

No. 1 .

Dated Friday, October 22, 2010.

Owner's Project No. City of Wichita No. 458-396

Project: Mid-Continent Drive (N.B. and S.B. Lanes) Bridge & Concrete Pavement Rehabilitation
At Wichita Mid-Continent Airport, Wichita Kansas

Owner: The Wichita Airport Authority

Contractor: Dondlinger & Sons Construction Co., Inc. Contract Date: 14 June 2010

Contract For: (1) Full depth concrete pavement patching & curb and gutter replacement along N.B. & S.B. Mid-Continent Drive, including the ramps at Crossfield Rd. (2) Remove existing joint sealant and reseal all of the concrete pavement joints, including random cracks along N.B. & S.B. Mid-Continent Drive, including the ramps at Crossfield Rd. (3) Remove & replace a portion of Abutment #2 on the Harry St. bridge. (4) Install new structural steel girder supports and make necessary repairs to the steel girder bottom flanges on Abutment #2 at the Harry St. bridge. (5) Install abutment backwall protection and strip drains, including outfall piping, at both abutments at the Harry St. bridge. (6) Partial & full depth patch repairs on the concrete decks of both the Harry St. & Crossfield Rd. bridges. (7) Remove & replace the existing approach slabs, including the installation of new sleeper slab footings and crushed rock subgrade at both the Harry St. and Crossfield Rd. bridges. (8) Remove, repaint, and reinstall the handrail along both the Harry St. & Crossfield Rd bridges. (9) Install 4" galvanized conduit along both sides of the Harry St. & Crossfield Rd. bridges. (10) Install slurry grout to fill voids underneath the concrete riprap at the Harry St. bridge. (11) Restore any pavement markings along Mid-Continent Drive including the Crossfield Rd. ramps that were disturbed during construction. (12) Traffic control: Install two median crossovers, set up and maintain traffic control devices throughout the duration of both traffic control phases of the project, Phase I & II.

To: Dondlinger & Sons Construction Co., Inc., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

RECEIVED
OCT 29 2010
AIRPORT ENGINEERING

CHANGE ORDER # 1
CITY OF WICHITA PROJECT # 458-396

_____ Date: _____

Carl Brewer, Owner

_____ Date: 11-3-10

Victor White, Director of Airports

_____ Date: 11/12-10

Gary Rebenstorf, Director of Law

Approved as to form

_____ Date: _____

Attest

RECEIVED
NOV 15 2010
AIRPORTENGINEERING

CHANGE ORDER # 1
CITY OF WICHITA PROJECT # 458-396
EXPLANATION OF CHANGES

ADJUSTMENT TO QUANTITIES

Bid Item #5: Reinforced Crushed Rock Base (6") **Add 89.10 S.Y. @ $12.50 = $1,113.75**

This item is for additional Reinforced Crushed Rock Base (6") used to complete additional Concrete Pavement (12" Uniform) (AE) requested by the Wichita Airport Authority staff North of the North Harry Street Bridge Approach Slab.

Bid Item #7: Concrete Pavement (12" Uniform) (AE) **Add 74.10 S.Y. @ $160.00 = $11,856.00**

This item is for additional Concrete Pavement (12" Uniform) (AE) requested by the Wichita Airport Authority staff North of the North Harry Street Bridge Approach Slab. 8 additional days are added for this additional work.

Bid Item #8: Concrete Safety Barrier (Special) (AE) **Add 86.00 L.F. @ $80.00 = $6,880.00**

This item is for additional Concrete Safety Barrier (Special) (AE) requested by the Wichita Airport Authority staff North of the North Harry Street Bridge Approach Slab. This item is also for additional Concrete Safety Barrier (Special) (AE) added South of the South Bound Harry Street Bridge to replace barrier that was removed to replace a failed section of pavement. 7 additional days are added for this additional work.

Bid Item #9: Concrete Pavement Patching **Add 268.76 S.Y. @ $165.00 = $44,345.40**

This item is for additional Concrete Pavement Patching areas that were identified by Wichita Airport Authority staff during construction that were not present during design phase investigations.

Bid Item #10: Curb and Gutter Replacement **Add 27.20 L.F. @ $45.00 = $1,224.00**

This item is for additional Curb and Gutter Replacement areas that were identified by Wichita Airport Authority staff during construction that were not present during design phase investigations.

Bid Item #11: Random Crack Seal **Add 467.70 L.F. @ $1.85 = $865.25**

This item is for additional Random Crack Seal areas that were identified by Wichita Airport Authority staff during construction that were not present during design phase investigations.

Bid Item #17: Structural Steel (A709) (Grade 36) **Add 235.00 LB @ $15.00 = $3,525.00**

This item is for additional Structural Steel (A709) (Grade 36) needed to reinforce the girder bearing areas on 4 additional girder ends.

Bid Item #22: Slurry Grout (Low Strength) **Under run = 17 C.Y. = ($1,955.00)**

This item is being under run due to work not being performed.

Bid Item #23: Area Prepared for Patching **Add 71.07 S.Y. @ $150.00 = $10,660.50**

This item is for additional Area Prepared for Patching areas that were identified by Allied Laboratories staff during construction that were not present during design phase investigations.

Bid Item #24: Area Prepared for Patching (Full Depth) **Under run = 6.50 S.Y. = ($2,112.50)**

This item is being under run entirely.

Bid Item #25: Reinforcing Steel (Grade 60) (Repair) **Under run = 163.00 LB = ($244.50)**

This item is being under run entirely.

CHANGE ORDER # 1
CITY OF WICHITA PROJECT # 458-396

Bid Item #26: Concrete Pavement Joint Reseal **Under run = 4882.90 L.F. = ($9,033.36)**

This item is being under run due to changes in project limits.

EXTRA WORK

CO1-1: Handrail Anchor Bolt Replacement **Additional 16 EA @ $22.60 = $361.60**

This item is being added to replace anchor bolts found damaged by corrosion warranting replacement to ensure adequate re-attachment to the existing concrete safety barrier on the Mid-Continent Drive on the Harry Street Bridge and Crossfield Road Bridge.

CO1-2: Concrete Riprap Replacement **Additional 2.40 S.Y. @ $270.00 = $648.00**

This item is being added to replace concrete riprap at the Harry Street Bridge that was found to be inadequate in capacity to facilitate placement of Slurry Grout (Low Strength).

CO1-3: Extra Work Traffic Control **Additional 1 L.S. @ $1,072.50 = $1,072.50**

This item is being added to account for additional traffic control necessary to complete additional Concrete Pavement (12" Uniform) (AE) and additional Concrete Safety Barrier (Special) (AE) requested by the Wichita Airport Authority staff North of the North Harry Street Bridge Approach Slab.

458-396 Total Contract Price Prior to This Change Order	$ 859,008.60
458-396 Net Increase Resulting from This Change Order	$ 69,206.63
458-396 Total Contract Price Including This Change Order	$ 928,215.23

Total Contract Time Prior to This Change Order (21 September 2010)	100	Calendar Days
Total Net Increase Resulting From This Change Order	15	Calendar Days
Total Contract Time Including This Change Order (6 October 2010)	115	Calendar Days

The Above Changes Are Approved: Professional Engineering Consultants, P.A.

By: [signature]

Date: 10/29/2010

The Above Changes Are Accepted: Dondlinger & Sons Construction Co., Inc.
Contractor

By: [signature]

Date: 10-28-10

Summary of Bid Item Modifications - Change Order No. 1

SECTION 1: ADJUSTMENT TO QUANTITIES

ITEM #	ITEM DESCRIPTION	ORIGINAL QUANTITY	UNIT	ADJUSTED QUANTITY	UNIT PRICE	NET INCREASE / DECREASE
5	Reinforced Crushed Rock Base (6")	938.80	S.Y.	1,027.90	$ 12.50	$ 1,113.75
7	Concrete Pavement (12" Uniform) (AE)	1,092.80	S.Y.	1,166.90	$ 160.00	$ 11,856.00
8	Concrete Safety Barrier (Special) (AE)	201.40	L.F.	287.40	$ 80.00	$ 6,880.00
9	Concrete Pavement Patching	1,140.00	S.Y.	1,408.76	$ 165.00	$ 44,345.40
10	Curb and Gutter Replacement	200.00	L.F.	227.20	$ 45.00	$ 1,224.00
11	Random Crack Seal	558.00	L.F.	1,025.70	$ 1.85	$ 865.25
17	Structural Steel (A709) (Grade 36)	729.00	LB	964.00	$ 15.00	$ 3,525.00
22	Slurry Grout	35.00	C.Y.	18.00	$ 115.00	$ (1,955.00)
23	Area Prepared for Patching	36.50	S.Y.	107.57	$ 150.00	$ 10,660.50
24	Area Prepared for Patching (Full Depth)	6.50	S.Y.	0.00	$ 325.00	$ (2,112.50)
25	Reinforcing Steel (Grade 60) (Repair)	163.00	LB	0.00	$ 1.50	$ (244.50)
26	Concrete Pavement Joint Reseal	45,000	L.F.	40,117.10	$ 1.85	$ (9,033.37)

SECTION 1 ADJUSTMENT ..... $ 67,124.53

SECTION 2: EXTRA WORK

ITEM #	ITEM DESCRIPTION	ORIGINAL QUANTITY	UNIT	ADJUSTED QUANTITY	UNIT PRICE	NET INCREASE / DECREASE
CO1-1	Handrail Anchor Bolt Replacement	0	L.F.	16	$ 22.60	$ 361.60
CO1-2	Concrete Riprap Replacement	0	Ea.	2.4	$ 270.00	$ 648.00
CO1-3	Extra Work Traffic Control	0	Ea.	1	$ 1,072.50	$ 1,072.50

SECTION 2 ADJUSTMENT ..... $ 2,082.10

TOTAL ADJUSTMENT FOR CHANGE ORDER # 1 ..... $ 69,206.63

Note: Substantial Completion date shall be revised from Sept. 21, 2010 to Oct. 6, 2010.
Added 8 days for additional Concrete Pavement and 7 days for additional Concrete Safety Barrier.

City of Wichita
City Council Meeting
December 7, 2010

TO: Wichita Airport Authority

SUBJECT: Southwest Detention Basin
Change Order No. 1
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Change Order.

Background: In order to comply with City storm water regulations, additional development of the southwestern portions of Colonel James Jabara Airport required on-airport storm water detention. On November 20, 2007 the Wichita Airport Authority (WAA) approved the project and contract with Professional Engineering Consultants (PEC) to study options for storm water detention. The study concluded that a storm water detention basin was the best solution to address storm water runoff from development.

Analysis: During construction it was discovered that an electrical conduit needed to be lowered to facilitate construction. Change Order No. 1 has been prepared to cover this change and to adjust final quantities.

	Amount	Description	Date
Contract	$152,052	Project construction, National Builders, Inc.	7/13/2010
CO No. 1	3,240	Lower conduit and adjust quantities	12/7/2010
	$155,292	Total Cost	

Financial Considerations: The Change Order in the amount of $3,240 represents a two percent increase in the contract amount. The adopted project budget of $450,000, funded from General Obligation bonds paid for with Airport revenue, covers the costs of the change order.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through the development of infrastructure to serve the aviation community.

Legal Considerations: The Law Department has approved the change order as to legal form.

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

Attachments: Change Order No. 1.

CHANGE ORDER # 1

Wichita Airport Authority
Southwest Detention Basin Improvements
Colonel James Jabara Airport
COW Project Number 460-050

CHANGE ORDER

No. 1 .

Dated Friday, October 29, 2010 .

Owner's Project No. City of Wichita No. 460-050

Project: Southwest Detention Basin Improvements
At Colonel James J. Jabara Airport, Wichita Kansas

Owner: The Wichita Airport Authority

Contractor: National Builders, Inc. Contract Date: Tuesday, July 13, 2010

Contract For: Southwest Detention Basin Improvements at Colonel James Jabara Airport. Complete all of the work, except permanent seeding, on or before the expiration of SIXTY (60) CALENDAR DAYS after the date authorized by the Owner for start of construction. Further, the successful Bidder agrees to complete permanent seeding within FIVE (5) CALENDAR DAYS after the date authorized by the Owner for start of seeding.

RECEIVED
NOV 05 2010
AIRPORTENGINEERING

RECEIVED
NOV 02 2010
AIRPORTENGINEERING

CHANGE ORDER # 1

Wichita Airport Authority
Southwest Detention Basin Improvements
Colonel James Jabara Airport
COW Project Number 460-050

To: National Builders, Inc., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

_____ Date: _____

Carl Brewer, Owner

_____ Date: _____

Victor White, Director of Airports

_____ Date: 11-5-10

Gary Rebenstorf, Director of Law

Approved as to form

_____ Date: _____

Attest

CHANGE ORDER # 1

Wichita Airport Authority
Southwest Detention Basin Improvements
Colonel James Jabara Airport
COW Project Number 460-050

Nature of Changes:

1] Add Contract Time for the Owner's (FAA) delay in the work to lower the telephone cable from the 26th to the 31st of August 2010. There is no change in cost for this change. Five (5) calendar days are added due to this change.

2] Reduce the area of the permanent seeding to the Detention Basin and the excavated channel. Total credit to the Owner for this change is ($3,078.00). There shall be no change in contract time due to this change.

3] Lower the Buried Electric (Westar) existing conduit and cable at Sta. 9+40 27' Rt. Total cost to the Owner for this change is $6,130.00. Twelve (12) calendar days shall be added to contract time due to this change.

4] Adjust current contract quantities to filed measured or computed quantities. The cost for this change is $187.77. There shall be no change in contract time due to this change.

CHANGE ORDER # 1

Wichita Airport Authority
Southwest Detention Basin Improvements
Colonel James Jabara Airport
COW Project Number 460-050

Total Contract Price Prior to This Change Order	$ 152,052.48
Total Net Increase Resulting from This Change Order	$ 3,239.77
Total Contract Price Including This Change Order	$ 155,292.25

Contract Time for All Work (except Permanent Seeding):		
Prior to This Change Order	60	Calendar Days
Net Increase Resulting From This Change Order	17	Calendar Days
Contract Time Including This Change Order	77	Calendar Days
Contract Time for Permanent Seeding:		
Prior to This Change Order	5	Calendar Days
Net Increase Resulting From This Change Order	0	Calendar Days
Contract Time Including This Change Order	5	Calendar Days

The Above Changes Are Approved: Professional Engineering Consultants, P.A.

By: _____

Date: 01 NOVEMBER 2010

The Above Changes Are Accepted: National Builders, Inc.
Contractor

By: _____

Date: 11-1-2010

CHANGE ORDER # 1

Wichita Airport Authority
Southwest Detention Basin Improvements
Colonel James Jabara Airport
COW Project Number 460-050

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM NO. 1: Add five (5) calendar days for a delay for the telephone service disruption and the shutdown for the Westar Energy buried electric cable for the concrete encasement work. FAA Staff was not available for scheduled work, therefore contract time shall be added to the Contract Time for this delay.

TOTAL COST (CREDIT) ITEM NO. 1 $ 0.00

Five (5) calendar days are to be added to the Contract Time for All Work (except permanent seeding).

ITEM NO. 2: Reduce the area of the permanent seeding to the Detention Basin and the excavated channel.

The impact to existing contract items is as follows:

ITEM	PREVIOUS QUANTITY	UNIT	UNIT COST	NEW QTY	QTY ADJUST	COST ADJUST
12 Permanent Seeding and Mulching	210	MSF	$ 38.00	129	-81	$ (3,078.00)

TOTAL COST (CREDIT) ITEM NO. 2 $(3,078.00)

There shall be no change in contract time due to this change.

CHANGE ORDER # 1

Wichita Airport Authority
Southwest Detention Basin Improvements
Colonel James Jabara Airport
COW Project Number 460-050

ITEM NO. 3: Lower the Buried Electric (Westar) existing conduit and cable at Sta. 9+40 27' Rt. enough not to require concrete encasement and repull the Westar Energy conductor. The scope shall include: a) Expose 30-40 feet of existing primary conduit. b) Have Westar Energy remove existing primary conduction between tap boxes. c) Rework conduit to lower it to 4' below new grade (proposed ditch grade = 1409.02. .: top of reworked conduit 1405.02). d) Have Westar replace primary conductor between tap boxes.

Existing Contract Item No. 15 Concrete Encased Electric Conduit shall be under run in its entirety.

A new bid item was created for this work as follows:

	ITEM	QUANTITY	UNIT	UNIT COST	COST EXTENSION
18	Lower Westar Conduit	1	LS	$ 7,590.00	$ 7,590.00

The impact to existing contract items is as follows:

	ITEM	PREVIOUS QUANTITY	UNIT	UNIT COST	NEW QTY	QTY ADJUST	COST ADJUST
15	Concrete Encased Electric Conduit	20	LF	$ 73.00	0	-20	$ (1,460.00)

TOTAL COST ITEM NO. 3 $ 6,130.00

Twelve (12) calendar days shall be added to contract time due to this change.

ITEM NO. 4: This item adjusts some of the current contract items to the field measured or computed quantities. The following existing items are affected by this change:

The impact to existing contract items is shown below.

	ITEM	PREVIOUS QUANTITY	UNIT	UNIT COST	NEW QTY	QTY ADJUST	COST ADJUST
4	Remove and Reset Chain Link Fence	55	LF	$ 10.00	68	13	$ 130.00
6	Erosion Slope Protection	1,432	SY	$ 0.89	1,425	-7	$ (6.23)
11	Temporary Seeding and Mulching	210	MSF	$ 16.00	214	4	$ 64.00

TOTAL COST ITEM NO. 4 $ 187.77

There shall be no change in contract time due to this change.

TOTAL COST FOR CHANGE ORDER NO. 1 **$ 3,239.77**

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER
DECEMBER 7, 2010

a. Asphalt Mill & Overlay on 13th, Maize to Tyler (ARRA) (87N-0511-01/472-84852/991307/132723/) Traffic maintained using flagpersons and barricades. (District V) - $488,190.00

b. 2010 Sanitary Sewer Reconstruction, Phase 5 (east of Broadway, north of 31st Street South) (468-84717/620565/660682) Traffic maintained using flagpersons and barricades. (District I,III) - $120,000.00

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Petitions for Street Paving and Water Improvements in The Woods Addition (east of 151st Street West, north of Maple) (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions.

Background: On February 14, 2006, the City Council approved petitions for public improvements in The Woods Addition. The developer of the Addition has submitted new petitions to split the projects into smaller phases to reflect current market conditions. The petitions have been signed by one owner representing 100% of the improvement districts.

Analysis: The projects will provide street paving and water distribution systems in a new residential development located east of 151st Street West, north of Maple.

Financial Considerations: The petitions total $913,000. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing paving and water systems required for new development.

Legal Considerations: The petitions and resolutions have been approved as to form by the Law Department.

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

Attachments: Map, CIP sheets, petitions, and resolutions.

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	11/15/2010	Pave City View, etc in the Woods Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	TIF	TOTAL
Right of Way				
Paving, grading & const.		$315,000		$315,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals		$245,000		$245,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project: X

To Revise Project:

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng	11/15/2010	Pave Greenwood, etc in The Woods Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	TIF	TOTAL
Right of Way				
Paving, grading & const.		$300,000		$300,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$305,000		$305,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84948

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project: X

To Revise Project:

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng	11/15/2010	Pave Jayson, etc in The Woods Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	TIF	TOTAL
Right of Way				
Paving, grading & const.		$713,000		$713,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$232,000		$232,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84949

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

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	11/15/2010	Water Distribution System in The Woods A Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	TIF	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$11,000		$511,000
Traffic Signals & Turn Lanes				
Totals		533,000		533,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90164

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project: X
To Revise Project:

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng	11/15/2010	Water Distribution System in The Woods Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	TIF	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$554,000		$554,000
Traffic Signals & Turn Lanes				
Totals		554,000		554,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90505

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project: X
To Revise Project:

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng	11/15/2010	Water Distribution System in The Woods A Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	TIF	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$44,000		$44,000
Traffic Signals & Turn Lanes				
Totals		$44,000		$44,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90500

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-314

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90164 (EAST OF 151ST ST. WEST, NORTH OF MAPLE) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90164 (EAST OF 151ST ST. WEST, NORTH OF MAPLE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION1. That Resolution No. 06-074 adopted on February 14, 2006 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90164 (east of 151st St. West, north of Maple).

SECTION 3. That the cost of said improvements provided for in Section 2 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 December 1, 2010, 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:

THE WOODS ADDITION
Lots 32 through 46, Block B
Lots 22 through 24, Block C

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 32 through 46, Block B, and Lots 22 through 24, Block C, THE WOODS ADDITION, shall each pay 1/18 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 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 of the City of Wichita, Kansas, this 7th day of December, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-315

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90505 (EAST OF 151ST ST. WEST, NORTH OF MAPLE) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90505 (EAST OF 151ST ST. WEST, NORTH OF MAPLE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90505 (east of 151st St. West, north of Maple).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fifty-Four Thousand Dollars ($54,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost 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 December 1, 2010, 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:

THE WOODS ADDITION
Lot 12, Block A
Lot 53, Block B
Lots 6 through 11, Block C
Lots 1 through 14, Block D

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 12, Block A, Lot 53, Block B, Lots 6 through 11, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION shall each pay 1/22 of the total cost of the improvements. .

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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 of the City of Wichita, Kansas, this 7th day of December, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-316

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90506 (EAST OF 151ST ST. WEST, NORTH OF MAPLE) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90506(EAST OF 151ST ST. WEST, NORTH OF MAPLE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90506 (east of 151st St. West, north of Maple).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Four Thousand Dollars ($44,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost 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 December 1, 2010, 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:

THE WOODS ADDITION
Lots 47 through 52, Block B
Lots 12 through 21, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 47 through 52, Block B, and Lots 12 through 21, Block C, THE WOODS ADDITION shall each pay 1/16 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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 of the City of Wichita, Kansas, this 7th day of December, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-317

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON CITY VIEW AND CITY VIEW CIRCLE, FROM THE NORTH LINE OF LOT 31, BLOCK B, NORTH TO AND INCLUDING THE CUL-DE-SAC; AND ON JAYSON FROM THE WEST LINE OF CITY VIEW, WEST TO THE WEST LINE OF LOT 22, BLOCK C AND THAT SIDEWALK BE CONSTRUCTED ON CITY VIEW AND JAYSON (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 472-84360 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 CITY VIEW AND CITY VIEW CIRCLE, FROM THE NORTH LINE OF LOT 31, BLOCK B, NORTH TO AND INCLUDING THE CUL-DE-SAC; AND ON JAYSON FROM THE WEST LINE OF CITY VIEW, WEST TO THE WEST LINE OF LOT 22, BLOCK C AND THAT SIDEWALK BE CONSTRUCTED ON CITY VIEW AND JAYSON (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 472-84360 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 06-081 adopted on February 14, 2006 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on City View and City View Circle, from the north line of Lot 31, Block B, north to and including the cul-de-sac; and on Jayson from the west line of City View, west to the west line of Lot 22, Block C and that sidewalk be constructed on City View and Jayson (east of 151st St. West, north of Maple) 472-84360 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Two Hundred Forty-Five Thousand Dollars ($245,000) 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 December 1, 2010, 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:

THE WOODS ADDITION
Lots 32 through 46, Block B
Lots 22 through 24, Block C

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 32 through 46, Block B and Lots 22 through 24, Block C, THE WOODS ADDITION, shall each pay 1/18 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 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 7th day of December, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-318

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON FAWNWOOD FROM THE NORTH LINE OF LOT 11, BLOCK A, NORTH TO THE NORTH LINE OF THE PLAT; ON JAYSON FROM THE WEST LINE OF FAWNWOOD, WEST TO THE WEST LINE OF THE PLAT, ON KENNEDY FROM THE EAST LINE OF FAWNWOOD, EAST TO THE EAST LINE OF LOT 53, BLOCK B AND ON FAWNWOOD COURT FROM THE WEST LINE OF FAWNWOOD, WEST AND NORTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON FAWNWOOD, JAYSON, AND KENNEDY (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 472-84948 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 FAWNWOOD FROM THE NORTH LINE OF LOT 11, BLOCK A, NORTH TO THE NORTH LINE OF THE PLAT; ON JAYSON FROM THE WEST LINE OF FAWNWOOD, WEST TO THE WEST LINE OF THE PLAT, ON KENNEDY FROM THE EAST LINE OF FAWNWOOD, EAST TO THE EAST LINE OF LOT 53, BLOCK B AND ON FAWNWOOD COURT FROM THE WEST LINE OF FAWNWOOD, WEST AND NORTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON FAWNWOOD, JAYSON, AND KENNEDY (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 472-84948 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 Fawnwood from the north line of Lot 11, Block A, north to the north line of the plat; on Jayson from the west line of Fawnwood, west to the west line of the plat, on Kennedy from the east line of Fawnwood, east to the east line of Lot 53, Block B and on Fawnwood Court from the west line of Fawnwood, west and north to and including the cul-de-sac and that sidewalk be constructed on Fawnwood, Jayson, and Kennedy (east of 151st St. West, north of Maple) 472-84948 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 Three Hundred Five Thousand Dollars ($305,000) 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 December 1, 2010, 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:

THE WOODS ADDITION
Lot 12, Block A
Lot 53, Block B
Lots 6 through 11, Block C
Lots 1 through 14, Block D

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value; Lot 12, Block A, Lot 53, Block B, Lots 6 through 11, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION shall each pay 1/22 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 of the City of Wichita, Kansas, this 7th day of December, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-319

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON JAYSON FROM THE WEST LINE OF LOT 22, BLOCK C, WEST TO THE EAST LINE OF KENNEDY, AND ON KENNEDY FROM THE EAST LINE OF LOT 53, BLOCK B TO THE WEST LINE OF JAYSON AND THAT SIDEWALK BE CONSTRUCTED ON JAYSON AND KENNEDY (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 472-84949 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 JAYSON FROM THE WEST LINE OF LOT 22, BLOCK C, WEST TO THE EAST LINE OF KENNEDY, AND ON KENNEDY FROM THE EAST LINE OF LOT 53, BLOCK B TO THE WEST LINE OF JAYSON AND THAT SIDEWALK BE CONSTRUCTED ON JAYSON AND KENNEDY (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 472-84949 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 Jayson from the west line of Lot 22, Block C, west to the east line of Kennedy, and on Kennedy from the east line of Lot 53, Block B to the west line of Jayson and that sidewalk be constructed on Jayson and Kennedy (east of 151st St. West, north of Maple) 472-84949 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 Two Hundred Thirty-Two Thousand Dollars ($232,000) 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 December 1, 2010, 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:

THE WOODS ADDITION
Lots 47 through 52, Block B
Lots 12 through 21, Block C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value; Lots 47 through 52, Block B, and Lots 12 through 21, Block C, THE WOODS ADDITION shall each pay 1/16 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 of the City of Wichita, Kansas, this 7th day of December, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

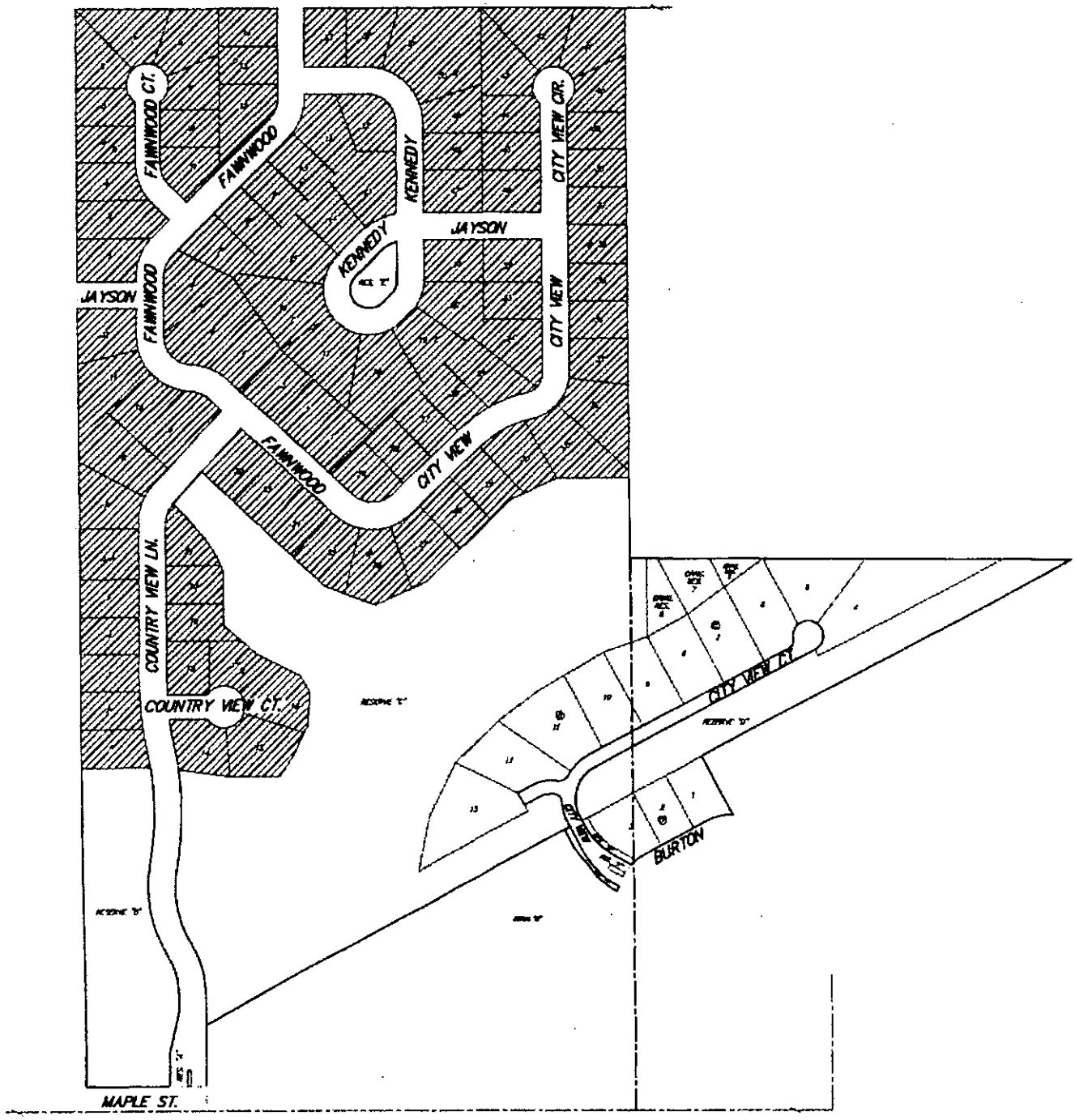
_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

THE WOODS ADDITION



BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

RECEIVED

NOV 05 '10

CITY CLERK OFFICE

replaces 84360 (Fawnwood)

PAVING PETITION

(PHASE 2)

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:

THE WOODS ADDITION
Lots 32 through 46, Block B
Lots 22 through 24, Block C

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

(a) That there be constructed pavement on City View and City View Cir. from the north line of Lot 31, Block B, north to and including the cul-de-sac; and on Jayson from the west line of City View, west to the west line of Lot 22, Block C.

472-84360

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(East of 151st St. West, North of Maple)

That sidewalk be constructed on City View and Jayson, according to plans and specifications to be furnished by the City Engineer.

(b) That the estimated and probable cost of the foregoing improvement being Two Hundred Forty-Five Thousand Dollars ($245,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1, 2010.

(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 or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 32 through 46, Block B, and Lots 22 through 24, Block C, THE WOODS ADDITION shall each pay 1/18 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
THE WOODS ADDITION Lots 32 through 46, Block B Lots 22 through 24, Block C	Maple Group, L.L.C. By: _____ Jay W. Russell, Member	11/3/10

AFFIDAVIT

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

James D. Mc

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 5th day of November 2010.

Deborah Jadlow

Deputy City Clerk

4

RECEIVED
NOV 05 '10
CITY CLERK OFFICE

PAVING PETITION
(PHASE 4)

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:

472-84948

THE WOODS ADDITION
Lot 12, Block A
Lot 53, Block B
Lots 6 through 11, Block C
Lots 1 through 14, Block D

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

(a) That there be constructed pavement on Fawnwood from the north line of Lot 11, Block A, north to the north line of the plat; on Jayson from the west line of Fawnwood, west to the west line of the plat, on Kennedy from the east line of Fawnwood, east to the east line of Lot 53, Block B.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That there be constructed pavement on Fawnwood Ct. from the west line of Fawnwood, west and north to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on Fawnwood, Jayson, and Kennedy, according to plans and specifications to be furnished by the City Engineer.

(b) That the estimated and probable cost of the foregoing improvement being Three Hundred Five Thousand Dollars ($305,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1, 2010.

(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 or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 12, Block A, Lot 53, Block B, Lots 6 through 11, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION shall each pay 1/22 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
THE WOODS ADDITION Lot 12, Block A Lot 53, Block B Lots 6 through 11, Block C Lots 1 through 14, Block D	Maple Group, L.L.C. By: _____ Jay W. Russell, Member	11/3/10

AFFIDAVIT

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

James D. Me

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 5th day of November 2010.

Deborah Padlock
Deputy City Clerk

4

RECEIVED
NOV 05 '10
CITY CLERK OFFICE

PAVING PETITION
(PHASE 5)

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:

472-84949

THE WOODS ADDITION
Lots 47 through 52, Block B
Lots 12 through 21, Block C

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

(a) That there be constructed pavement on Jayson from the west line of Lot 22, Block C, west to the east line of Kennedy, and on Kennedy from the east line of Lot 53, Block B to the west line of Jayson.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on Jayson and Kennedy, according to plans and specifications to be furnished by the City Engineer.

(b) That the estimated and probable cost of the foregoing improvement being Two Hundred Thirty-Two Thousand Dollars ($232,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1, 2010.

(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 or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 47 through 52, Block B, and Lots 12 through 21, Block C, THE WOODS ADDITION shall each pay 1/16 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
THE WOODS ADDITION Lots 47 through 52, Block B Lots 12 through 21, Block C	Maple Group, L.L.C. By: _____ Jay W. Russell, Member	11/3/10

AFFIDAVIT

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

James D. Mc

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 5th day of November 2010.

Deborah Hadlock

Deputy City Clerk

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NOV 05 '10
CITY CLERK OFFICE

replaces 90164

WATER DISTRIBUTION SYSTEM PETITION
(PHASE 2)

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:

THE WOODS ADDITION
Lots 32 through 46, Block B
Lots 22 through 24, Block C

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

448-90164

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being Thirty-Three Thousand Dollars ($33,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2010.

(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 or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 32 through 46, Block B, and Lots 22 through 24, Block C, THE WOODS ADDITION, shall each pay 1/18 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
THE WOODS ADDITION Lots 32 through 46, Block B Lots 22 through 24, Block C	Maple Group, L.L.C. By: _____ Jay W. Russell, Member	11/3/10

AFFIDAVIT

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

James D. Merrill
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 5th day of November 2010.

Deborah Jadlock
Deputy City Clerk

RECEIVED
NOV 05 '10
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
(PHASE 4)

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:

44P- 90505 **THE WOODS ADDITION**
Lot 12, Block A
Lot 53, Block B
Lots 6 through 11, Block C
Lots 1 through 14, Block D

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

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being Fifty-Four Thousand Dollars ($54,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2010.

(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 or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 12, Block A, Lot 53, Block B, Lots 6 through 11, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION, shall each pay 1/22 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
THE WOODS ADDITION Lot 12, Block A Lot 53, Block B Lots 6 through 11, Block C Lots 1 through 14, Block D	Maple Group, L.L.C. By: _____ Jay W. Russell, Member	11/3/10

AFFIDAVIT

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

James D. Mc

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 5th day of November 2010.

Deborah Padlock
Deputy City Clerk

RECEIVED
NOV 05 '10
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
(PHASE 5)

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:

448-90506

THE WOODS ADDITION
Lots 47 through 52, Block B
Lots 12 through 21, Block C

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

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being Forty-Four Thousand Dollars ($44,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2010.

(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 or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 47 through 52, Block B, and Lots 12 through 21, Block C, THE WOODS ADDITION, shall each pay 1/16 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
THE WOODS ADDITION Lots 47 through 52, Block B Lots 12 through 21, Block C	Maple Group, L.L.C. By: _____ Jay W. Russell, Member	11/3/10

AFFIDAVIT

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

James D. Mc

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 5th day of November 2010.

Deborah Zadlock
Deputy City Clerk

Statements of Cost:

PAVING

a. Installing a traffic signal pole for westbound traffic at the northwest corner of Lincoln and Webb Road to serve Harrison Park 3rd Addition (Lincoln and Webb Road). Total Cost - $30,633.26 (plus idle fund interest - $5.00, plus temporary note interest - $61.74). Financing to be issued at this time - $30,700.00. (766237/472-83241/490-255).

b. Improving Elizabeth from 46th Street South to 45th Street South and 46th Street South from Elizabeth to 175 feet west of Elizabeth to serve Purcells 11th Addition and an unplatted tract (north of 47th Street South, west of Seneca). Total Cost - $217,718.77 (less idle fund interest - $263.58, plus temporary note interest - $844.81). Financing to be issued at this time - $218,300.00. (766222/472-84753/490-240).

c. Improving Siefkin from the east line of Willow Lane, north to and including the cul-de-sac for replat of Spring Acres Addition (west of Woodlawn, north of 13th Street North). Total Cost - $138,523.82 (less idle fund interest - $124.27, plus temporary note interest - $800.45). Financing to be issued at this time - $139,200.00. (766226/472-84762/490-244).

d. Improving Bellechase, Sierra Hills and Alden to serve Bellechase Second Addition (north of Harry, east of 127th Street East). Total Cost - $302,946.04 (plus idle fund interest - $141.13, plus temporary note interest - $1,612.83). Financing to be issued at this time - $304,700.00. (766227/472-84763/490-245).

e. Constructing a Hammerhead Turnaround within Ridge Road at the southwest corner of Lot 1, Block A, Ridge 400 Addition (south of Maple, east of Mid-Continent Drive). Total Cost - $37,561.18 (plus idle fund interest - $138.82, plus temporary note interest - $0). Financing to be issued at this time - $37,700.00. (766247/472-84798/490-265).

f. Improving Gilda Court from the east line of Gilda to and including cul-de-sac to serve BG's 1st Addition (south of MacArthur, west of Hoover). Total Cost - $70,669.80 (plus idle fund interest - $230.20, plus temporary note interest - $0). Financing to be issued at this time - $70,900.00. (766249/472-84862/490-267).

g. Improving Bayside from the west line on Lot 15, Block 1 to the north line of Lot 1, Block 1, including connection to West Street, sidewalk to be included along Bayside to serve Emerald Bay Estates 2nd Addition, Phase 2 (north of 21st Street North, west of West Street). Total Cost - $300,214.04 (plus idle fund interest - $668.59, plus temporary note interest - $217.37). Financing to be issued at this time - $301,100.00. (766245/472-84866/490-263).

Agenda Item No. XII-5a

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Frosty 5K
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event sponsor Mike Kramp, Central Branch YMCA is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

2010 Frosty 5K January 1, 2011, 10:00 am – 3:00 pm

- 3rd Street, Market Street to Waco Avenue.
- Waco Avenue, 3rd Street to 1st Street.

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

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

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None

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

Agenda Item No. XII-6a

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Renewal of Contract: Victim's Rights Services

INITIATED BY: Department of Law

AGENDA: Consent

- -

Recommendation: Approve the Agreement with Correctional Counseling of Kansas and authorize the mayor to sign.

Background: Kansas law requires that municipalities provide notice to crime victims of certain court proceedings in conformity with the Victim's Bill of Rights contained in the Kansas Constitution and statutes. The City of Wichita has adopted Resolution. No. R-93-327 to implement these notification requirements. The services to implement this resolution have been provided to the City of Wichita through a contract with Correctional Counseling of Kansas.

Analysis: Correctional Counseling of Kansas has provided services in the past and is willing to continue to provide the services on behalf of the city to comply with the Kansas Constitution.

Financial Considerations: Funds in the amount of $39,385 have been approved in the contractuals line of the Law Department Budget for purposes of paying for this program in 2010. Additional amounts are provided to furnish office supplies and postage ($4,600), computer access ($2,880), and phones ($600). The amount of this contract remains the same as in 2010.

Goal Impact: Internal Perspective. The contract will provide for a function mandated by state law.

Legal Considerations: The City Attorney's office has prepared the Agreement and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the Mayor to sign.

Attachment: Agreement

A G R E E M E N T

THIS CONTRACT, dated as of this ____ day of December 2010, by and between the City of Wichita, Kansas (hereinafter called the City) and Correctional Counseling of Kansas, (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Consultant to provide victims' rights services in connection with the City's obligation to provide such services under the Kansas Constitution and K.S.A. 74-7333 and K.S.A. 74-7335; and

WHEREAS, Consultant is qualified and desires to provide such services to the City.

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

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

SECTION 2. **TIME OF PERFORMANCE**. The services of the Consultant are to commence December 31, 2010, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months ending no later than December 31, 2011, with option to renew for additional periods of 12 months thereafter if acceptable to the parties.

SECTION 3. **RECORDS, REPORTS AND INSPECTION**.

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

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

C. Reports and information. The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Consultant under this

contract, are confidential and shall not be made available to anyone without the prior written approval of the City.

D. Audits and Inspections. The Consultant shall at any time, and as often as the City may deem necessary, make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. **CONFLICT OF INTEREST.** No member, officer or employee of the Consultant or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. **DISCRIMINATION**.

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

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

SECTION 6. **COMPLIANCE WITH LOCAL LAWS**. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and the City of Wichita.

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

SECTION 8. **COPYRIGHTS**. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

SECTION 9. **PATENTS**. Any discovery or invention arising out of or developed in the course of work by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and

how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to regulation of the Department.

SECTION 10. **USE AND DISPOSITION OF PROPERTY**. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

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

B. Total Payments. Total Payment to the Consultant, including amounts expended for support services in-kind (e.g., telephone and computer charges) will not exceed $47,465.00.

C. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the funds available to the City of Wichita are insufficient to permit continuation of this agreement.

SECTION 11. **TERMINATION CLAUSE**. Upon breach of the contract by Consultant, the City shall give consultant written notice of such breach and if the default is not remedied within 30 days of receipt of the written notification, City may terminate this contract. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 16, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 12. **TERMINATION FOR CONVENIENCE**. The City may terminate this contract at any time by a notice in writing from the City to the Consultant. If the contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation the services actually performed bear to the total services of the consultant covered by this contract, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Consultant, Section 16 hereof relative to termination shall apply.

SECTION 13. **AMENDMENTS**.

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

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

SECTION 14. **PERSONNEL AND SERVICES**. All services required herein will be performed by the Consultant under the direction of its Director. Any services which the Consultant deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 15. **RENEGOTIATION**. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

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

Exhibit A	Non-Discrimination & Equal Employment Opportunity Statement
Exhibit B	Performance Criteria
Exhibit C	Confidentiality Statement

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

CORRECTIONAL COUNSELING OF KANSAS

_____
Shawna Mobley, Director

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have

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

D. Exempted from these requirements are:

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

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

Exhibit B

PERFORMANCE CRITERIA

PROGRAM SCOPE

Consultant shall provide full-time staffing of the Victim/Witness office at City Hall. A victim/witness coordinator will perform the following duties:

1. Provide written notification of public hearings, including:
   a. plea hearing;
   b. trial;
   c. sentencing; sentence modification or probation violation hearing;
   d. continuances, district court appeals, or appeals to the Kansas Appellate Courts;

2. Inform victims of their right to civil redress for harm suffered, mechanisms for requesting restitution, and remedies available through the Crime Victims Compensation Fund;

3. Supply victims with a copy of the Kansas Victims Bill of Rights;

4. Assist victims and witnesses in understanding their role in the criminal justice system and accompanying them during court proceedings, while ensuring their right to address the court;

5. Solicit input from victims regarding their view of the case and assessment of the assistance provided through the use of a standard form (Victim Impact Statement);

6. Attempt to address any safety or protection concerns of victims and/or witnesses;

7. Link victims and/or witnesses to community resources, as appropriate;

8. Provide quarterly reports to the City in form and substance approved by the City;

9. Maintain office hours of 8:00 a.m. to 5:00 p.m. on those days City Hall is open to the public, which are generally Monday through Friday except for holidays;

10. Contact victims and witnesses for court proceedings as directed by the City Attorney or his designee;

11. Respond to letters and inquiries received from the Kansas Victim Compensation Board;

12. Retrieve restitution information as directed by the City Attorney or his designee and maintain a restitution database;

13. Assist the City Attorney or his designee in processing returned subpoenas, obtaining witness information and updating witness information for issuance of subpoenas;

14. Assist the City Attorney or his designee in the monitoring of petit theft deferred judgments by updating the computer database once conditions are met, verifying payment of fines and costs; overseeing completion and verification of community service hours completed by program participants;

15. Maintain and update list of loss prevention personnel;

16. Assist, as directed by the City Attorney or his designee, the duties and responsibilities of the Domestic Violence Advocate, when the advocate is absent from the office.

The violations of the City Code which have been identified as falling within the above requirements include, but are not limited to, the following generally categorized offenses:

a. Attempts and conspiracies of applicable crimes;

b. Assault;

c. Assault of a law enforcement officer;

d. Battery;

e. Battery of a law enforcement officer;

f. Permitting a dangerous animal to run at large;

g. Dog bite violations;

h. Unlawful restraint;

i. Lewd and lascivious conduct;

j. Sexual battery;

k. Driving under the influence of intoxicating liquor or drugs;

l. All offenses designated as “Domestic Violence”;

m. Draw deadly weapon; and,

n. Window peeping.

All services provided by Consultant to victims and will be coordinated with the City Attorney, or his designee, and other criminal justice staff. Computer access to court records will be provided by City. In those criminal cases defined by the City as “domestic violence” cases, the duties specified by paragraphs 4, 6, and 7 above will primarily be provided by the Domestic Violence Victim Advocate. It shall be the responsibility of the Consultant to coordinate the services under this agreement with the Domestic Violence Victim Advocate to avoid duplication of services.

In the event written notification of court proceedings is not deliverable by first class mail, Consultant will make every effort to contact victims or witnesses by telephone or other means.

Consultant will contract with interpreters in those cases where foreign-speaking victims and those with hearing or other communication impairments are involved, when necessary to ensure the victim understands his or her rights. Consultant will also ensure that all forms which may be produced for this program are prepared in a bilingual format.

A computerized data management system will be developed and maintained by the Consultant for the purpose of providing summary reports and evaluating program efforts. The record keeping associated with these services will be patterned after those of existing programs in other Kansas municipalities.

At the conclusion of the one-year contract period, Consultant will provide City an evaluation of the services and resources and recommendations for modifications to the Victims/Witness Program.

PROGRAM ADMINISTRATION

Operations and administration of the program on a day-to-day basis will be the responsibility of Consultant. Consultant shall report to the City Attorney or his designee.

It is mutually agreed by and between the City and the Consultant that the total funds available for this program will be $47,465.00, which will be paid as specified in the sections entitled Budget and Method of Payment.

BUDGET

The City shall expend a maximum of $47,465.00 for the program described in this contract. Said funds shall be used as follows:

Victims/Witness Coordinator	$26,360.00
Benefits, Fringes and Taxes	5,225.00
Program Administration	6,000.00
Documents/Forms/Office Supplies/Postage	4,600.00
Space Lease	1,300.00
Computer	2,880.00
Contractual Services (Interpreters)	500.00
Phone	600.00
TOTAL	$47,465.00

METHOD OF PAYMENT

The Consultant agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

1. The City agrees to advance the Consultant $6,000 upon submittal of a written request for the advance. Said advance will be deducted in approximately equal amounts of $500.00 from monthly reimbursements.

2. The City agrees after the initial $6,000 advance, to pay the Consultant no more than $3,132.08 per month plus reimbursable expenses less the amount deducted for the advance upon submittal of a statement with supportive documentation as stipulated below.

3. The City and Consultant mutually understand and agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over $10,000 which have to be approved as a contract amendment by the City Council.

4. Reimbursement for expenditures for commodities and contractors shall be made on the basis of a copy of invoices, tickets or billings. Consultant shall order forms through the Department of Law Office Administrator and the costs shall be charged directly against the budget for this contract. The budgeted amounts for the office space and computer also will be charged by the City directly against the budget for this contract.

5. The Consultant will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Consultant for three (3) years after the final payment of expenditures made under this contract.

INSURANCE

Consultant shall procure and maintain a liability insurance policy which will protect the Consultant from error, omissions and negligent acts of the Consultant, its agents, officers and employees in the performance of the services rendered under this agreement. Such policy of insurance shall be in an amount of not less than $500,000.00 and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Consultant.

Consultant agrees to hold the City harmless from any and all claims, suits, actions or judgments brought or entered against the City arising out of Consultant's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Consultant any obligation to hold the City harmless from City's own negligence.

CONFIDENTIALITY

Consultant and all employees of Consultant who work in the program shall be required to sign the Confidentiality Statement attached hereto as Exhibit C and failure to abide by the terms of the statement shall be reason to exclude them from further participation in this contract.

Exhibit C

CONFIDENTIALITY STATEMENT

I, _____, understand that I will have access to confidential information in police officers' reports and the records of the Municipal Court Clerk as part of my duties in the Victims' Rights Program.

As a condition of my employment, I agree not to disseminate any particulars of any case to anyone outside the City of Wichita Department of Law and Municipal Court, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my employment with the Victims' Rights Program. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge.

Dated this _____ day of _____ 201__.

_____

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Change Order No. 1: Harry Street Improvement, between Greenwich and 127th Street East (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On April 20, 2010, the City Council approved a contract with Cornejo & Sons, Inc. for improvements to Harry, between Greenwich and 127th Street East. An existing waterline is in conflict with a new concrete box culvert and is located within approximately three feet of a sanitary sewer manhole. The waterline does not have the proper casing currently required by the Kansas Department of Health and Environment for waterlines located near sanitary sewers. A change order has been prepared for the cost to relocate the waterline.

Analysis: The water line should be lowered and realigned to provide sufficient clearance of the box culvert and the sanitary sewer manhole.

Financial Considerations: The total cost of the additional work is $17,380 with the total paid by the Water Utility. The original contract amount is $2,406,014. This change order represents 0.72% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

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

Attachments: Change order.

PUBLIC WORKS-ENGINEERING

October 26, 2010

CHANGE ORDER

To: Cornejo & Sons, Inc.
Change Order No.: 1
Purchase Order No.: 030445
CHARGE TO OCA No.: 636231

Project: Harry-Greenwich to 127th St. E.
Project No.: 87N-0514-01/472-84884
OCA No.: 991309/636231/620554
PPN: xxxxx/770619/660671

Please perform the following extra work at a cost not to exceed $17,380.00

Additional Work: Relocate Waterline

Reason for Additional Work: The existing waterline at Sta. 6+18.12, 50' left of 127th St. E. was found to be in conflict with the proposed wingwall and concrete apron for the RCBC extension. The line was also found to be within about 3 feet horizontally of the sanitary sewer manhole in Lynn St. at Sta. 6+65, 45' left, without the proper casing now required by KDHE regulation. It is proposed to lower and realign the waterline to provide sufficient clearance for the wingwall and provide the necessary 10' clearance from the manhole. Work will include new DICL pipe, C-900 pipe, fittings, couplings and blocking. See attached for proposed changes. All work will be KDOT non-participating. The original RCBC was constructed by the County. Record information indicated that the waterline would be clear.

Item	Negot'd/Bid	Qty	Unit Price		Extension
ADD					
Relocate Waterline	Negot'd	1 LS @	17,380.00	=	$17,380.00
			Total	**=**	**$17,380.00**

CIP Budget Amount: $4,025,878 (991309):
$55,000 (636231); $110,000 (620554)
Consultant: R&B
Total Exp. & Encum. To Date: $27,947.78 (636231)
CO Amount: $17,380.00
Unencum. Bal. After CO: $9,672.22

Original Contract Amt.: $2,406,014.20

Current CO Amt.: $17,380.00
Amt. of Previous CO's: $0.00
Total of All CO's: $17,380.00
% of Orig. Contract / 25% Max.: 0.72%
Adjusted Contract Amt.: $2,423,394.20

Recommended By:

_____ _____
Greg Baalman, P.E. Date
Construction Engineer

Approved:

_____ _____
Contractor Date

Approved:

_____ _____
Jim Armour, P.E. Date
City Engineer,
Co-Director of Public Works & Utilities

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Change Order No. 1: 31st Street South Bridge at Glenn Street (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On June 8, 2010, the City Council approved a construction contract with Snodgrass & Sons Construction Co., Inc. to replace the bridge at 31st Street South and Glenn Street. A number of work items have been identified since the project was let that should be addressed as a change order.

Analysis: A part of the work was the replacement of 24"and 16" sanitary sewer siphon pipes. Upon excavation, it was discovered that the old siphons had been encased in concrete that had to be removed. Also, an old abandoned water line was uncovered that needed removal. An itemized list of the work items is included in the attached change order document.

Financial Considerations: The total cost of the additional work is $22,761 with the total paid by General Obligation bonds. The original contract amount is $382,307. This change order represents 6% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by replacing a deficient bridge.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

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

Attachments: Change order.

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

October 26, 2010

CHANGE ORDER

To: Snodgrass & Sons Construction Co., Inc.

Project: 31st Street Bridge at Glenn

Change Order No.: 1
Purchase Order No.: 30481
CHARGE TO OCA No.: 715723

Project No.: 472-84702
OCA No.: 715723
PPN: 249139

Please perform the following extra work at a cost not to exceed **$22,761.15**

Additional Work: Repair force main joint

Reason for Additional Work: Upon excavation of the 16" sanitary sewer force main, a joint collar within a few feet from the contractor's connection point had rusted bolts and was at risk for leaking. Contractor replaced bolts and repaired joint

Items	Negot'd/Bid	Qty		Unit Price	Extension
Force main collar repair	Negot'd	1.0	LS	481.56	481.56

Additional Work: Air test sewer pipe

Reason for Additional Work: City specs only require contractor to air test new sewer pipe greater than 24: diameter. City's Materials Testing Lab equipment is currently unable to test 16" pipe. Contractor will air test 76 lf of 16" pipe.

Items	Negot'd/Bid	Qty		Unit Price	Extension
Air testing	Negot'd	1.0	LS	464.45	464.45

Additional Work: Removal of concrete encasement and abandoned waterline

Reason for Additional Work: Unforeseen conditions-concrete encasement was discovered around the existing 24" and 16" sanitary sewer siphon pipes. Contractor had to remove an abandoned waterline that was in conflict with the toewall and apron of the RCB. Both items required additional bedding material for backfill

Items	Negot'd/Bid	Qty		Unit Price	Extension
Concrete encasement removal	Negot'd	1.0	LS	17,066.71	17,066.71
Abandoned waterline pipe removal	Negot'd	1.0	LS	2,592.83	2,592.83

Additional Work: Revised bar chairs

Reason for Additional Work: Plan details show typical box section with uniform spacing between two mats of steel in the top RCB slab. Since the top slab is also the driving surface, the slab thickness increases towards the centerline of the street to provide cross slope. Field engineers directed the contractor to re-set top mat of steel to follow street grade

Item	Negot'd/Bid	Qty		Unit Price	Extension
Revised bar chairs & re-set steel	Negot'd	1.0	LS	2,155.60	2,155.60
				TOTAL:	**$22,761.15**

CIP Budget Amount: $600,000.00	**Original Contract Amt.: $382,307.00**
Consultant: Parsons Brinckerhoff **Total Exp. & Encum. To Date: $466,643.78** **CO Amount: $22,761.15** **Unencum. Bal. After CO: $110,595.07**	**Current CO Amt.: $22,761.15** **Amt. of Previous CO's: $0.00** **Total of All CO's: $22,761.15** **% of Orig. Contract / 25% Max.: 6%** **Adjusted Contract Amt.: $405,068.15**

Recommended By:

_____ _____
Greg Baalman, P.E. Date
Construction Engineer

Approved:

_____ _____
Jim Armour, P.E. Date
City Engineer
Co-Director, Public Works & Utilities

Approved:

_____ _____
Contractor Date

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

CITY OF WICHITA
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition for Right-of-Way at 127th Street East and Kellogg for the Kellogg Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: City staff has been instructed to pursue purchases on an opportunity basis or to preserve the corridor along East Kellogg to K-96. Corridor preservation occurs when development or redevelopment is planned in the corridor that will significantly impact future acquisition costs. The site at the southeast corner of Kellogg and 127th Street East is such a site. It is currently undeveloped but has been zoned and platted. The planned expansion of Kellogg will require the northern portion of the site. The project requires the acquisition of 614,030.3 square feet (14.09 acres) for road right of way, 187,015.3 square feet (4.29 acres) for drainage and maintenance easements and 14,634 square feet for temporary easements. An advance purchase of the needed right-of-way has been negotiated to ensure that improvements will not be developed in such a way as to require acquisition of buildings when the project is initiated.

Analysis: The acquisition was appraised by the City for $1,391,485 and this amount was offered to the owner. The owner had commissioned an appraisal that valued the acquisition at $2,090,000. The owner has agreed to sell the property for $1,734,761, approximating the average of the two appraisals. In addition, the owner has agreed to construct and seed a berm at its expense. The berm will provide buffering between the road project and the remainder of the development.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $1,739,761 is requested. This includes $1,734,761 for acquisition and $5,000 for closing costs and title insurance.

Goal Impact: The acquisition of this right-of-way is necessary to ensure Efficient Infrastructure by improving the major east/west expressway through the City.

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

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

Attachments: Real Estate Agreement, tract maps and aerial map.

127th Street East and Kellogg

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

AGREEMENT FOR SALE IN LIEU OF EMINENT DOMAIN

This Agreement For Sale in Lieu of Eminent Domain ("Agreement") is made and entered into this ____ day of_____, 2010, between Country Hollow, LLC ("Seller"), having a notice address of 8100 E. 22nd North, Building 1000, Wichita, Kansas 67226, and The City of Wichita ("Buyer"), with a notice address of 455 N. Main, Wichita, Kansas 67202, Attn: John Philbrick, Real Estate Administrator.

WITNESSETH:

1. Sale of the Real Property. Subject to the other provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase, on the terms hereafter stated, those certain tracts of real property and easements described in Exhibit "A" hereto (collectively "Real Property"). The Buyer requires the Real Property for the construction of a roadway and other related purposes; Buyer has the right to acquire the Real Property by eminent domain under the laws of the State of Kansas; and in lieu of Buyer's exercise of eminent domain, the parties have agreed to execute this Agreement. The legal description of the Real Property shall be determined by the survey to be provided pursuant to Section 3.B below.

2. Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer to Seller shall be One Million Seven Hundred Thirty-Four Thousand Seven Hundred Sixty-One Dollars ($1,734,761.00).

3. Title Matters; Survey.

A. Seller agrees to furnish to Buyer a title insurance commitment ("Title Commitment") issued by Security 1st Title, 434 N. Main, Wichita, Kansas 67202 (the "Title Company"), for the Real Property, showing Buyer as the prospective named insured, showing the policy amount as the Purchase Price, showing the status of Seller's title, and containing legible copies of all documents referred to in the Title Commitment. In the event the Title Commitment contains any title exception(s) which is reasonably expected to adversely affect Buyer's intended use and improvement of the Real Property, Buyer shall provide written notice to Seller within ten (10) days following Buyer's receipt of the Title Commitment objecting to such title exception(s). Any item listed as an exception on the Title Commitment as to which Buyer does not timely object or as to which Buyer shall have waived a timely made objection shall be deemed a "Permitted Exception." Seller shall have the right, but not the obligation, to correct such title objections on or before Closing. In the event Buyer's title objections are not cured by Seller, or Seller notifies Buyer it is unwilling or unable to cure such objections prior to the date of Closing, Buyer may terminate this Agreement upon written notice to Seller, in which event neither party shall have any further obligation to sell or purchase the Real Property hereunder.

B. Promptly following the execution hereof, Buyer, at its expense, shall obtain a boundary survey of the Real Property prepared by a registered land surveyor or registered professional engineer. The legal description determined by such survey shall be deemed to have been incorporated into this Agreement; the Title Commitment shall be amended, if necessary, to substitute such legal description; and such legal description shall be included in Seller's Special Warranty Deed conveying the Real Property to Buyer.

4. Closing. Buyer and Seller agree that the purchase of the Real Property will be consummated as follows:

A. *Closing Date.* Subject to the other terms of this Agreement, this transaction shall close (the "Closing") on December _____, 2010 ("Closing Date"). The Closing will take place at an office of the Title Company, with the exact time for Closing to be designated by Seller and approved by Buyer.

B. *Seller's Deliveries.* At the Closing, Seller shall cause to be delivered to Buyer a Special Warranty Deed conveying the Real Property to Buyer, subject only to the Permitted Exceptions; an Owner's Affidavit satisfactory to the Title Company; and a Non-foreign Affidavit.

C. *Buyer's Deliveries.* Buyer shall pay the Purchase Price by certified check or wire transfer of funds, subject to any adjustments provided herein.

D. *Costs.* Seller shall pay one-half of the premium associated with the standard owner's title insurance policy, and one-half of the Closing fee and cost reimbursement charged by the Title Company. Buyer shall pay one-half of the premium associated with the standard owner's title insurance policy, the costs associated with any additional endorsements to the title insurance policy, the costs of recording the deed conveying title to the Real Property to Buyer, one-half of the Closing fee and cost reimbursement charged by the Title Company and one-half of the cost of obtaining the survey.

5. Possession; Prorations. Possession of the Real Property will be delivered to Buyer on the Closing Date. All real property taxes, and installments of special assessments, if any, pertaining to the Real Property for the calendar year in which the Closing occurs, shall be prorated to the Closing Date; provided, if the taxes or assessments for such calendar year are not known as of the Closing Date, the proration shall be computed using the best evidence and information available.

6. Covenant Concerning Berm. Exhibit "A" attached hereto shows a 4.3 acre area immediately south of the Real Property colored in green (the "Berm Area"). Seller shall construct a berm in the Berm Area, which berm will be approximately ten feet (10') in height. The berm shall be constructed at Seller's sole cost and expense. As soon as reasonably practical following the date of completion of such berm The Seller shall, at its sole cost and expense,

install vegetation throughout the surface of the berm of a type and in sufficient quantities to prevent erosion of the berm. Thereafter, Buyer shall maintain and preserve the vegetation on the north one-half of the berm to prevent, to the extent reasonably possible, erosion thereof. Seller, likewise, shall maintain and preserve the vegetation covering the southern one-half of the berm. This Section 6 shall survive the Closing.

7. Default; Remedy. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other's default or any of the contingencies contained in this Agreement), the party claiming default will make written demand for performance upon the defaulting party. If the defaulting party fails to comply with such written demand within five (5) days after receipt of such notice to perform, the non-defaulting party shall have the option to (a) waive such default; (b) terminate this Agreement, and/or (c) exercise its rights and remedies to the extent permitted by law or equity.

8. Condition of Real Property. Except as specifically provided herein, Seller makes no representation or warranty of any kind, express or implied, with respect to the Real Property, the same being sold **"AS IS, WHERE IS, WITH ALL FAULTS."**

9. Miscellaneous. It is further agreed as follows:

A. *Time*. Time is of the essence of this Agreement.

B. *Attorneys and Brokers*. Each party shall be responsible for and shall pay their own attorney's fees incurred in connection with this transaction. Additionally, Buyer and Seller each represent and warrant to each other that they have not engaged the services of any broker in connection with this Agreement or the transaction contemplated hereby and that no person or entity can properly claim a right to a real estate commission, real estate finder's fee, real estate acquisition fee, or other real estate brokerage type compensation (collectively "Real Estate Compensation") based upon the acts of that party with respect to the transaction contemplated by this Agreement. Each party hereto agrees to indemnify and defend the other against and to hold the other harmless from any and all costs, loss, liability or expense (including, but not limited to, attorneys fees and return commissions) resulting from any claim for Real Estate Compensation by any person or entity based upon such party's acts. The indemnity contained in this provision shall survive the Closing of the transaction contemplated by this Agreement. Seller hereby discloses that persons directly or indirectly owning interest in Seller are licensed sales persons.

C. *Notices*. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth above, and shall be deemed to have been given as of the date of first attempted delivery at the address set forth above. Any such notices may be under the signature of the Seller's or Buyer's (as the case may be) agent, attorney, or representative.

D. *Entire Agreement; Amendment.* This Agreement constitutes the entire understanding between Buyer and Seller, and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein. This Agreement cannot be amended except in writing executed by Buyer and Seller.

E. *Binding Effect.* This Agreement will inure to the benefit of and bind the parties hereto, and their respective successors and assigns.

F. *Governing Law.* This Agreement is to be governed by the laws of the State of Kansas.

G. *Severability.* If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, this instrument has been executed by the parties to be effective as of the day and year first above written.

"SELLER"

Country Hollow, LLC
By: Ritchie Development Corporation,
its Manager

By:_____
Name:_____
Title:_____

Date: _____, 2010

BUYER:
By Direction of the City Council

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____

Gary E. Rebenstorf, Director of Law

EXHIBIT A
Depiction of Real Property

Tract #C-696-1UP

Right of Way Acquisition:
A portion of the north 475 feet of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East, and for a Point of Beginning; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E, along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the left; thence northwesterly along said curve to the left an arc length of 447.41 feet, a radius of 758.50 feet, a chord length of 440.95 feet and a chord bearing of N72°08'08"W, to a point 84.99 feet normally distant east of the west line of said northwest quarter; thence S44°38'36"W, 77.25 feet to a point 30 feet normally distant east of the west line of said northwest quarter; thence N00°44'23"W parallel with the west line of said northwest quarter, 275.97 feet to the Point of Beginning.

Temporary Construction Easement:
A portion of the north 475 feet of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence S00°44'23"E parallel with the west line of said northwest quarter, 275.97 feet; thence N44°38'36"E, 56.32 feet to the point of beginning; thence continue N44°38'36"E, 21.08 feet, to a point 84.99 feet normally distant east of the west line of said northwest quarter, and to a point on a curve to the right; thence southeasterly along said curve to the right an arc length 447.41 feet, a radius of 758.50 feet, a chord length of 440.95 feet and a chord bearing of S72°08'08"E; thence S88°43'32"W, parallel with the north line of said northwest quarter, 26.00 feet, to a point on a curve to the left; thence northwesterly along said curve to the left an arc length of 431.99 feet, a radius of 743.50 feet, a chord length of 425.94 feet and a chord bearing of N73°30'10"W, to a point 70.00 feet normally distant east of the west line of said northwest quarter and to the point of beginning.

Tract #C-696-UP

Right of Way Acquisition:
A portion of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter, and for a Point of Beginning; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the right; thence southeasterly along said curve to the right an arc length of 103.04 feet, a radius of 758.50 feet, a chord length of 102.96 feet and a chord bearing of S51°20'44"E, to the PRC of said curve; thence southeasterly along a curve to the left an arc length of 417.60 feet, a radius of 1041.50 feet, a chord length of 414.80 feet and a chord bearing of S58°56'26"E, to a point on a west line of Reserve "C", Country Hollow Addition, an Addition to Wichita, Sedgwick County, Kansas; thence N00°44'11"W, along the west line of said Reserve "C", 204.73 feet to the most northerly northwest corner of said Reserve "C"; thence N88°39'31"E, 216.86 feet along a north line of Reserve "C" in said Country Hollow Addition to a point on the highway right of way line as established in Condemnation Case 91C 879; thence N21°56'19"W, along the highway right of way line as established in Condemnation Case 91C 879, 88.67 feet to the Point of Beginning.

Temporary Construction Easement:
A portion of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the right and the point of beginning; thence southeasterly along said curve to the right an arc length of 103.04 feet, a radius of 758.50 feet, a chord length of 102.96 feet and a chord bearing of S51°20'44"E, to the PRC of said curve; thence southeasterly along a curve to the right an arc length of 417.60 feet, a radius of 1041.50 feet, a chord length of 414.80 feet and a chord bearing of S58°56'26"E, to a point on a west line of Reserve "C", Country Hollow Addition, an Addition to Wichita, Sedgwick County, Kansas; thence S00°44'11"E, along the west line of said Reserve "C", 15.98 feet to a point on a curve to the right; thence northwesterly along said curve to the right an arc length of 429.16 feet, a radius of 1056.50 feet, a chord length of 426.22 feet and a chord bearing of N59°05'28"W, to the PRC of said curve; thence northwesterly along a

curve to the left an arc length of 122.03 feet, a radius of 743.50 feet, a chord length of 121.89 feet and a chord bearing of N52°09'21"W to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence N88°43'32"E parallel with the north line of said northwest quarter, 26.00 feet to the point of beginning.

Access Control Opening:
An Access Opening location in the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, over and across a line described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the right; thence southeasterly along said curve to the right an arc length of 103.04 feet, a radius of 758.50 feet, a chord length of 102.96 feet and a chord bearing of S51°20'44"E, to the PRC of said curve; thence southeasterly along a curve to the left an arc length of 149.51 feet, a radius of 1041.50 feet, a chord length of 149.38 feet and a chord bearing of S51°33'59"E, for a Point of Beginning; thence continuing along the last described curve an arc length of 104.15 feet, a chord length of 104.11 feet and a chord bearing of S58°32'38"E to a Point of Termination.

Tract #C-61508 & C-61354

Right of Way Acquisition:
Part of Reserve "C", and part of Lot 37, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as beginning at the most northerly northwest corner of said Reserve "C"; thence N88°39'31"E, 216.86 feet along the north line of said Reserve "C" to the northeast corner of said Reserve "C"; thence S46°01'54"E, along the northeasterly line of said Reserve "C", 282.83 feet to a deflection corner in the east line of said Reserve "C", said deflection corner also being the northwest corner of said Lot 37; thence N88°58'04"E, along the northerly line of said Lot 37, 360.00 feet to a deflection corner in said northerly line; thence N44°35'03"E, along the northerly line of said Lot 37, 657.66 feet to a deflection corner in said northerly line; thence N67°26'30"E, along the northerly line of said Lot 37, 504.19 feet to the northeast corner of said Lot 37; thence S00°33'23"E, along the east line of said Lot 37, 123.50 feet; thence S66°13'29"W, 441.59 feet; thence S53°32'58"W, 394.10 feet; thence S58°42'02"W, 242.84 feet, to a deflection corner in the northerly line of said Lot 37; thence S74°19'44"W, 153.13 feet to a PC of a curve to the right; thence along said curve to the right an arc length of 640.65 feet, a radius of 1041.50 feet a chord length of 630.59 and a chord bearing of N88°02'57"W to a point on a west line of said Reserve "C"; thence N00°44'11"W, along a west line of said Reserve "C", 204.73 feet to the Point of Beginning.

Drainage & Maintenance Easements:
I.
Part of Reserve "C", and part of Lots 15 and 16, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the most northerly northwest corner of said Reserve "C"; thence S00°44'11"E, along a west line of said Reserve "C", 204.73 feet to the point of beginning; thence continue S00°44'11"E, along a west line of said Reserve "C", 106.00 feet to a point on a curve; thence southeasterly along a curve to the left an arc length of 297.20 feet, a radius of 1141.50 feet, a chord length of 296.36 feet and a chord bearing of S79°43'59"E; thence N02°48'30"E, 100.00 feet to a point on a curve; thence along a curve to the right an arc length of 304.73 feet, a radius of 1041.50 feet, a chord length of 303.65 feet and a chord bearing of N78°48'34"W, to a point on the west line of said Reserve "C" and the point of beginning.

II.
Part of Reserve "C", and part of Lot 37, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the most northerly northwest corner of said Reserve "C"; thence N88°39'31"E, 216.86 feet along the north line of said Reserve "C" to the northeast corner of said Reserve "C"; thence S46°01'54"E, along the northeasterly line of said Reserve "C", 282.83 feet to a deflection corner in the east line of said Reserve "C", said deflection corner also being the northwest corner of said Lot 37; thence N88°58'04"E, along the northerly line of said Lot 37, 360.00 feet to a deflection corner in said northerly line and the point of beginning; thence N58°42'02"E, 242.84 feet; thence N53°32'58"E, 394.10 feet; thence N66°13'29"E, 252.79 feet; thence S23°38'34"E, 100.00 feet; thence S66°13'29"W, 241.45 feet; thence S53°32'58"W, 387.49 feet; thence S58°42'02"W, 261.07 feet; thence S74°19'44"W, 166.86 feet to a PC of a curve to the right; thence along said curve to the right an arc length of

254.01 feet, a radius of 1141.50 feet, a chord length of 253.49 feet and a chord bearing of S80°42'14"W; thence N02°55'16"W, 100.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 231.76 feet, a radius of 1041.50 feet, a chord length of 231.28 feet and a chord bearing of N80°42'14"E, to the PT of said curve; thence N74°19'44"E, 153.13 feet to the point of beginning.

Drainage Easements:

I.

Part of Reserve "C", and part of Lot 16, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the most northerly northwest corner of said Reserve "C"; thence S00°44'11"E, along a west line of said Reserve "C", 204.73 feet to a point on a curve; thence southeasterly along a curve to the left an arc length of 304.73 feet, a radius of 1041.50 feet, a chord length of 303.64 feet and a chord bearing of S78°48'34"E, to the point of beginning; thence continue along said curve to the left an arc length of 104.15 feet, a radius of 1041.50 feet, a chord length of 104.11 feet and a chord bearing of N89°56'37"E; thence S02°55'16"E, 100.00 feet to a point on a curve; thence westerly along a curve to the right an arc length of 114.15 feet, a radius of 1141.50 feet, a chord length of 114.10 feet and a chord bearing of S89°56'37"W; thence N02°48'30"E, 100.00 feet to the point of beginning.

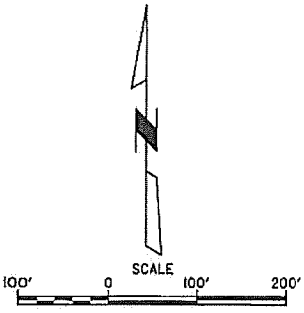
II.

Part of Lot 37, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the northeast corner of said Lot 37; thence S00°33'25"E, along the east line of said Lot 37, 123.46 feet to the point of beginning; thence continuing S00°33'25"E along the east line of said Lot 37, 108.84 feet; thence S66°13'29"W, 146.07 feet; thence N23°38'34"W, 100.00 feet; thence N66°13'29"E, 188.80 feet to the point of beginning.

EXHIBIT

RIGHT OF WAY ACQUISITION

Tract # C-696-1UP

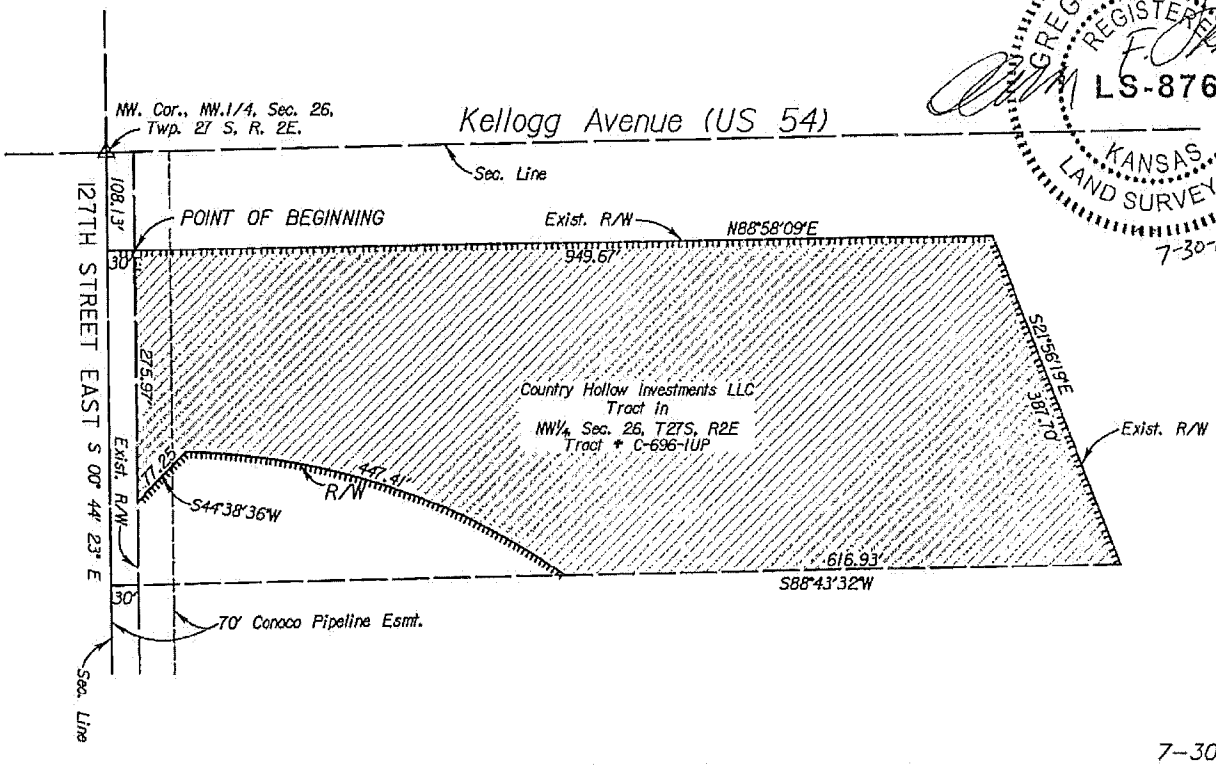


LEGAL DESCRIPTION:

A portion of the north 475 feet of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East, and for a Point of Beginning; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E, along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the left; thence northwesterly along said curve to the left an arc length of 447.41 feet, a radius of 758.50 feet, a chord length of 440.95 feet and a chord bearing of N72°08'08"W, to a point 84.99 feet normally distant east of the west line of said northwest quarter; thence S44°38'36"W, 77.25 feet to a point 30 feet normally distant east of the west line of said northwest quarter; thence N00°44'23"W parallel with the west line of said northwest quarter, 275.97 feet to the Point of Beginning.

Containing 325,481.5 Sq. Ft.

GREGORY F. SEVERNS
REGISTERED
LS-876
KANSAS
LAND SURVEYOR
7-30-10



7-30-10

Project Number 07-070-E876

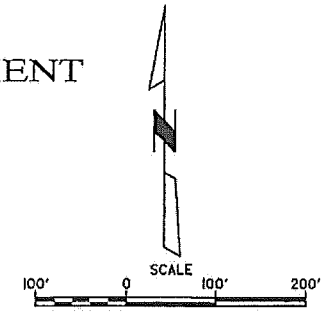
E:eng/East Kellogg/Exhibits/Country Hollow 1.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

Tract # C-696-1UP

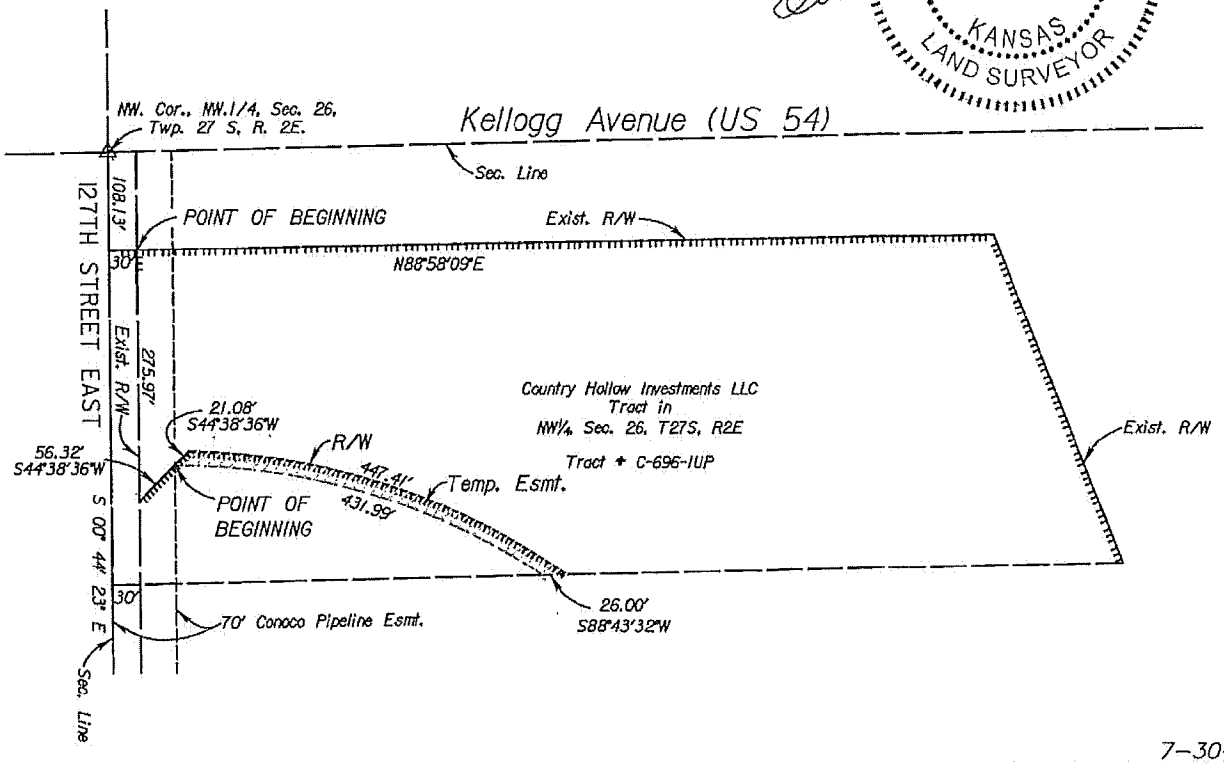


LEGAL DESCRIPTION:

A portion of the north 475 feet of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence S00°44'23"E parallel with the west line of said northwest quarter, 275.97 feet; thence N44°38'36"E, 56.32 feet to the point of beginning; thence continue N44°38'36"E, 21.08 feet, to a point 84.99 feet normally distant east of the west line of said northwest quarter, and to a point on a curve to the right; thence southeasterly along said curve to the right an arc length 447.41 feet, a radius of 758.50 feet, a chord length of 440.95 feet and a chord bearing of S72°08'08"E; thence S88°43'32"W, parallel with the north line of said northwest quarter, 26.00 feet, to a point on a curve to the left; thence northwesterly along said curve to the left an arc length of 431.99 feet, a radius of 743.50 feet, a chord length of 425.94 feet and a chord bearing of N73°30'10"W, to a point 70.00 feet normally distant east of the west line of said northwest quarter and to the point of beginning.

Containing 6,596.3 Sq. Ft.

GREGORY F. SEVERINS
REGISTERED
LS-876
KANSAS
LAND SURVEYOR
7-30-10



7-30-10

Project Number 07-070-E876

E:eng/East Kellogg/Exhibits/Country Hollow 1 Temp.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

SCALE 100' 0 100' 200'

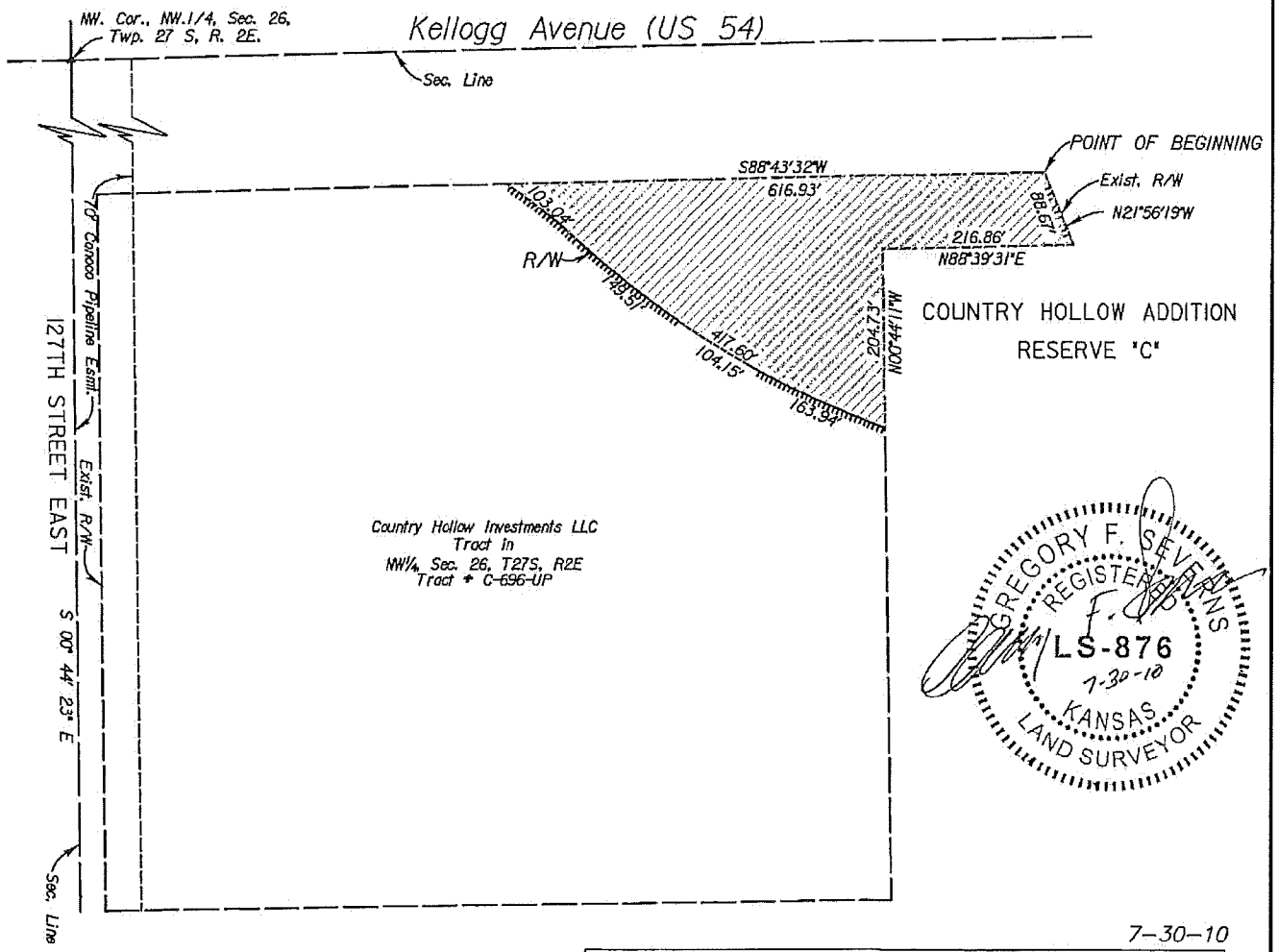
RIGHT OF WAY ACQUISITION

Tract # C-696-UP

LEGAL DESCRIPTION:

A portion of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter, and for a Point of Beginning; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the right; thence southeasterly along said curve to the right an arc length of 103.04 feet, a radius of 758.50 feet, a chord length of 102.96 feet and a chord bearing of S51°20'44"E, to the PRC of said curve; thence southeasterly along a curve to the left an arc length of 417.60 feet, a radius of 1041.50 feet, a chord length of 414.80 feet and a chord bearing of S58°56'26"E, to a point on a west line of Reserve "C", Country Hollow Addition, an Addition to Wichita, Sedgwick County, Kansas; thence N00°44'11"W, along the west line of said Reserve "C", 204.73 feet to the most northerly northwest corner of said Reserve "C"; thence N88°39'31"E, 216.86 feet along a north line of Reserve "C" in said Country Hollow Addition to a point on the highway right of way line as established in Condemnation Case 91C 879; thence N21°56'19"W, along the highway right of way line as established in Condemnation Case 91C 879, 88.67 feet to the Point of Beginning.

Containing 87,388.8 Sq. Ft.



GREGORY F. STEVENS REGISTERED LS-876 7-30-10 KANSAS LAND SURVEYOR

7-30-10

Project Number 07-070-E876

E:eng/East Kellogg/Exhibits/Country Hollow 2.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

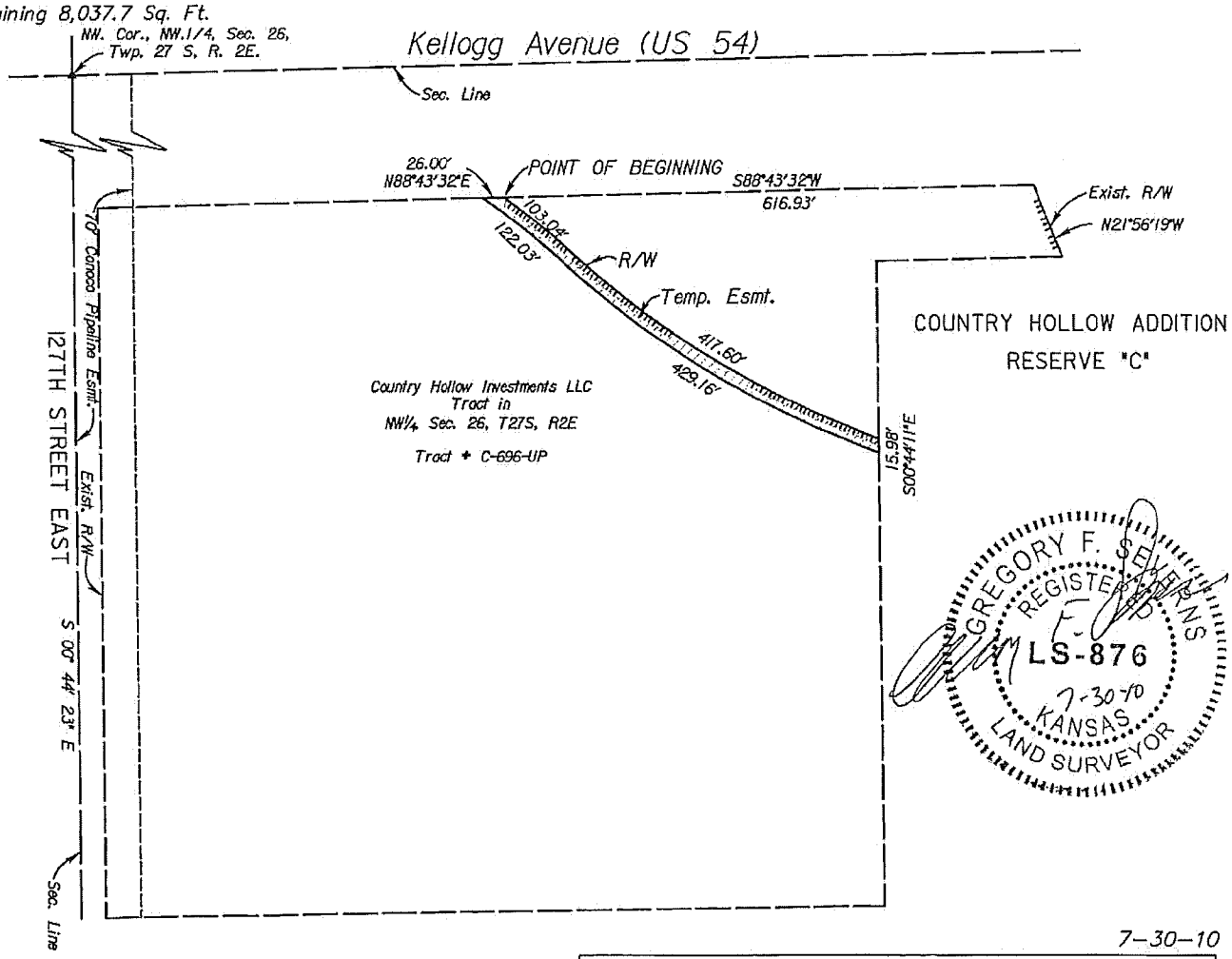
EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION: Tract # C-696-UP

A portion of the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the right and the point of beginning; thence southeasterly along said curve to the right an arc length of 103.04 feet, a radius of 758.50 feet, a chord length of 102.96 feet and a chord bearing of S51°20'44"E, to the PRC of said curve; thence southeasterly along a curve to the right an arc length of 417.60 feet, a radius of 1041.50 feet, a chord length of 414.80 feet and a chord bearing of S58°56'26"E, to a point on a west line of Reserve "C", Country Hollow Addition, an Addition to Wichita, Sedgwick County, Kansas; thence S00°44'11"E, along the west line of said Reserve "C", 15.98 feet to a point on a curve to the right; thence northwesterly along said curve to the right an arc length of 429.16 feet, a radius of 1056.50 feet, a chord length of 426.22 feet and a chord bearing of N59°05'28"W, to the PRC of said curve; thence northwesterly along a curve to the left an arc length of 122.03 feet, a radius of 743.50 feet, a chord length of 121.89 feet and a chord bearing of N52°09'21"W to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence N88°43'32"E parallel with the north line of said northwest quarter, 26.00 feet to the point of beginning.

Containing 8,037.7 Sq. Ft.



7-30-10

Project Number 07-070-E876

E:eng/East Kellogg/Exhibits/Country Hollow 2 Temp.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

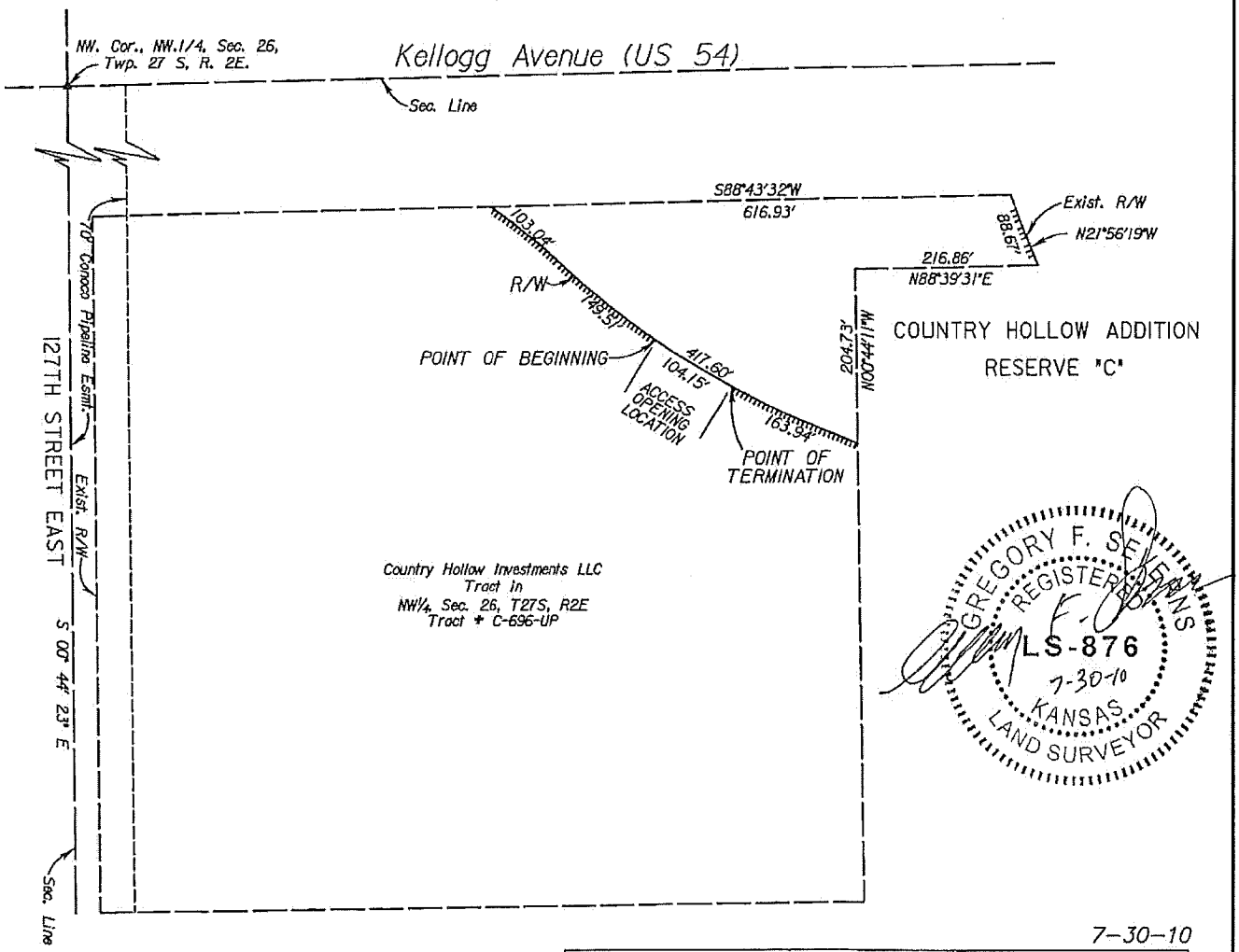
ACCESS CONTROL OPENING

Tract # C-696-UP

SCALE
100' 0 100' 200'

LEGAL DESCRIPTION:

An Access Opening location in the northwest quarter of Section 26, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County Kansas, over and across a line described as commencing at the northwest corner of said northwest quarter; thence along the west line of said northwest quarter with a bearing of S00°44'23"E, 108.13 feet (described), 108.09 feet (calculated); thence N88°58'09"E, 30.00 feet to a point on the easterly right-of-way of 127th Street East; thence continuing N88°58'09"E along the highway right of way line as established in Condemnation Case 91C 879, 949.67 feet (described), 949.62 feet (calculated); thence S21°56'19"E along said highway right of way line as established in Condemnation Case 91C 879, 387.70 feet to a point 475.00 feet normally distant south of the north line of said northwest quarter; thence S88°43'32"W, parallel with the north line of said northwest quarter, 616.93 feet to a point on a curve to the right; thence southeasterly along said curve to the right an arc length of 103.04 feet, a radius of 758.50 feet, a chord length of 102.96 feet and a chord bearing of S51°20'44"E, to the PRC of said curve; thence southeasterly along a curve to the left an arc length of 149.51 feet, a radius of 1041.50 feet, a chord length of 149.38 feet and a chord bearing of S51°33'59"E, for a Point of Beginning; thence continuing along the last described curve an arc length of 104.15 feet, a chord length of 104.11 feet and a chord bearing of S58°32'38"E to a Point of Termination.



GREGORY F. STEVENS
REGISTERED
LS-876
7-30-10
KANSAS
LAND SURVEYOR

7-30-10

Project Number 07-070-E876

E:eng/East Kellogg/Exhibits/Country Hollow 2-AC.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

RIGHT OF WAY ACQUISITION

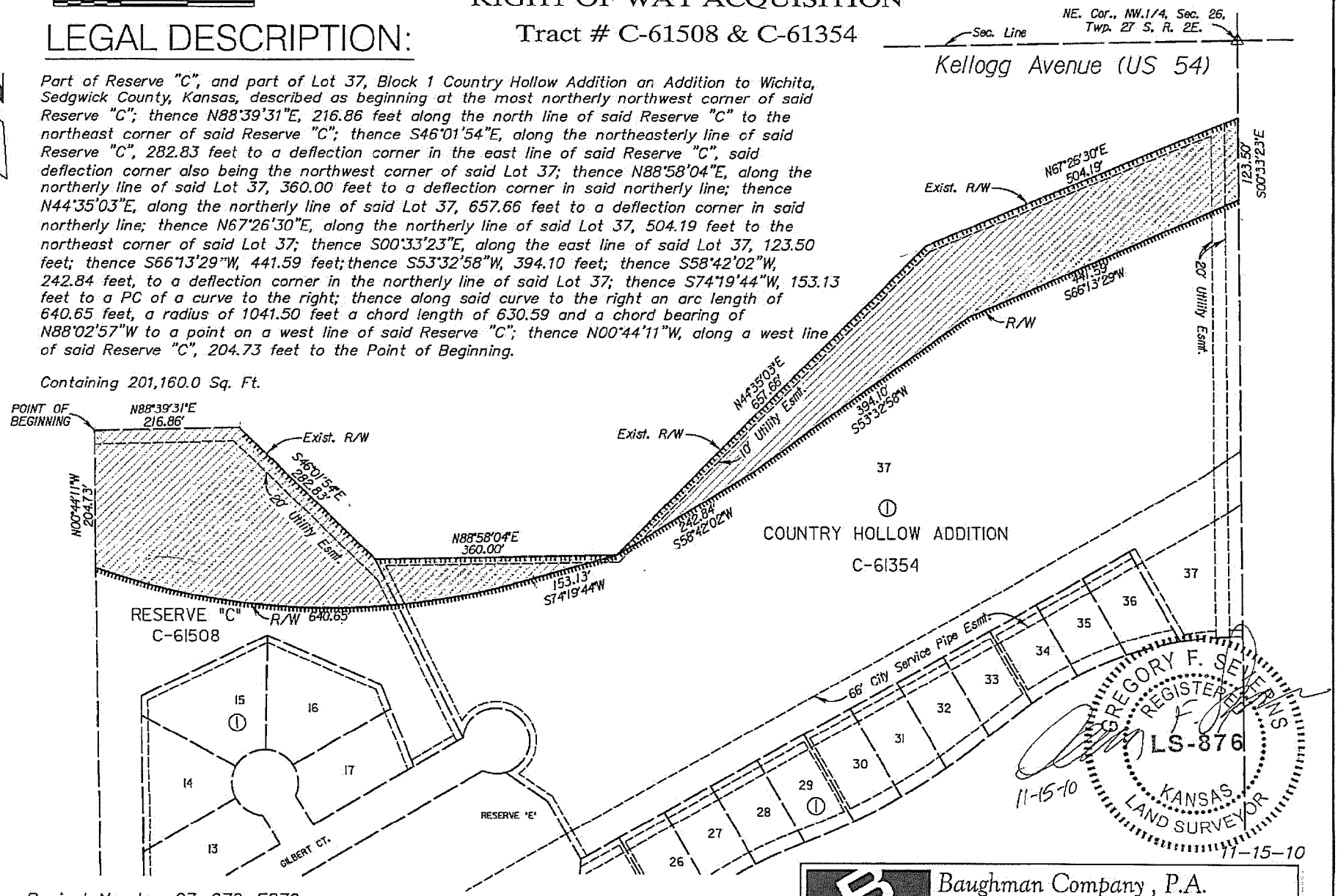
Tract # C-61508 & C-61354

SCALE
100' 0 100' 200'

LEGAL DESCRIPTION:

Part of Reserve "C", and part of Lot 37, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as beginning at the most northerly northwest corner of said Reserve "C"; thence N88°39'31"E, 216.86 feet along the north line of said Reserve "C" to the northeast corner of said Reserve "C"; thence S46°01'54"E, along the northeasterly line of said Reserve "C", 282.83 feet to a deflection corner in the east line of said Reserve "C", said deflection corner also being the northwest corner of said Lot 37; thence N88°58'04"E, along the northerly line of said Lot 37, 360.00 feet to a deflection corner in said northerly line; thence N44°35'03"E, along the northerly line of said Lot 37, 657.66 feet to a deflection corner in said northerly line; thence N67°26'30"E, along the northerly line of said Lot 37, 504.19 feet to the northeast corner of said Lot 37; thence S00°33'23"E, along the east line of said Lot 37, 123.50 feet; thence S66°13'29"W, 441.59 feet; thence S53°32'58"W, 394.10 feet; thence S58°42'02"W, 242.84 feet, to a deflection corner in the northerly line of said Lot 37; thence S74°19'44"W, 153.13 feet to a PC of a curve to the right; thence along said curve to the right an arc length of 640.65 feet, a radius of 1041.50 feet a chord length of 630.59 and a chord bearing of N88°02'57"W to a point on a west line of said Reserve "C"; thence N00°44'11"W, along a west line of said Reserve "C", 204.73 feet to the Point of Beginning.

Containing 201,160.0 Sq. Ft.



Project Number 07-070-E876

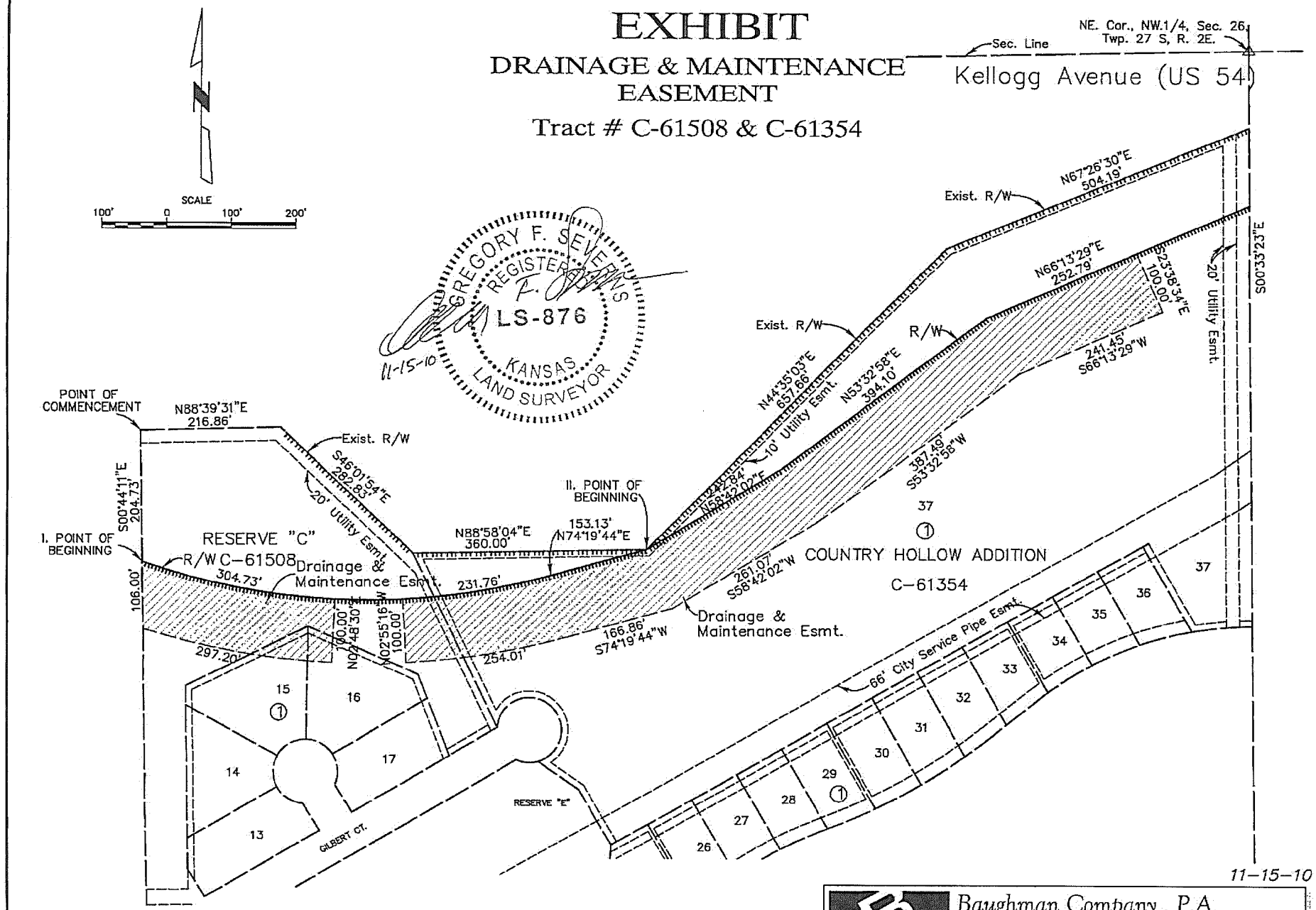
E:eng/East Kellogg/Exhibits/Country Hollow 3.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

DRAINAGE & MAINTENANCE EASEMENT

Tract # C-61508 & C-61354



11-15-10

Project Number 07-070-E876

E:eng/East Kellogg/Exhibits/Country Hollow 3 Maint.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

DRAINAGE & MAINTENANCE EASEMENT

Tract # C-61508 & C-61354

LEGAL DESCRIPTION:

I.

Part of Reserve "C", and part of Lots 15 and 16, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the most northerly northwest corner of said Reserve "C"; thence S00°44'11"E, along a west line of said Reserve "C", 204.73 feet to the point of beginning; thence continue S00°44'11"E, along a west line of said Reserve "C", 106.00 feet to a point on a curve; thence southeasterly along a curve to the left an arc length of 297.20 feet, a radius of 1141.50 feet, a chord length of 296.36 feet and a chord bearing of S79°43'59"E; thence N02°48'30"E, 100.00 feet to a point on a curve; thence along a curve to the right an arc length of 304.73 feet, a radius of 1041.50 feet, a chord length of 303.65 feet and a chord bearing of N78°48'34"W, to a point on the west line of said Reserve "C" and the point of beginning.

II.

Part of Reserve "C", and part of Lot 37, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the most northerly northwest corner of said Reserve "C"; thence N88°39'31"E, 216.86 feet along the north line of said Reserve "C" to the northeast corner of said Reserve "C"; thence S46°01'54"E, along the northeasterly line of said Reserve "C", 282.83 feet to a deflection corner in the east line of said Reserve "C", said deflection corner also being the northwest corner of said Lot 37; thence N88°58'04"E, along the northerly line of said Lot 37, 360.00 feet to a deflection corner in said northerly line and the point of beginning; thence N58°42'02"E, 242.84 feet; thence N53°32'58"E, 394.10 feet; thence N66°13'29"E, 252.79 feet; thence S23°38'34"E, 100.00 feet; thence S66°13'29"W, 241.45 feet; thence S53°32'58"W, 387.49 feet; thence S58°42'02"W, 261.07 feet; thence S74°19'44"W, 166.86 feet to a PC of a curve to the right; thence along said curve to the right an arc length of 254.01 feet, a radius of 1141.50 feet, a chord length of 253.49 feet and a chord bearing of S80°42'14"W; thence N02°55'16"W, 100.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 231.76 feet, a radius of 1041.50 feet, a chord length of 231.28 feet and a chord bearing of N80°42'14"E, to the PT of said curve; thence N74°19'44"E, 153.13 feet to the point of beginning.

Containing 159,368.7 Sq. Ft.

GREGORY F. STEVENS
REGISTERED
LS-876
KANSAS
LAND SURVEYOR

11-15-10

11–15–10

Project Number 07–070–E876

E: eng/East Kellogg/Exhibits/Country Hollow 3 Maint.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

DRAINAGE EASEMENT

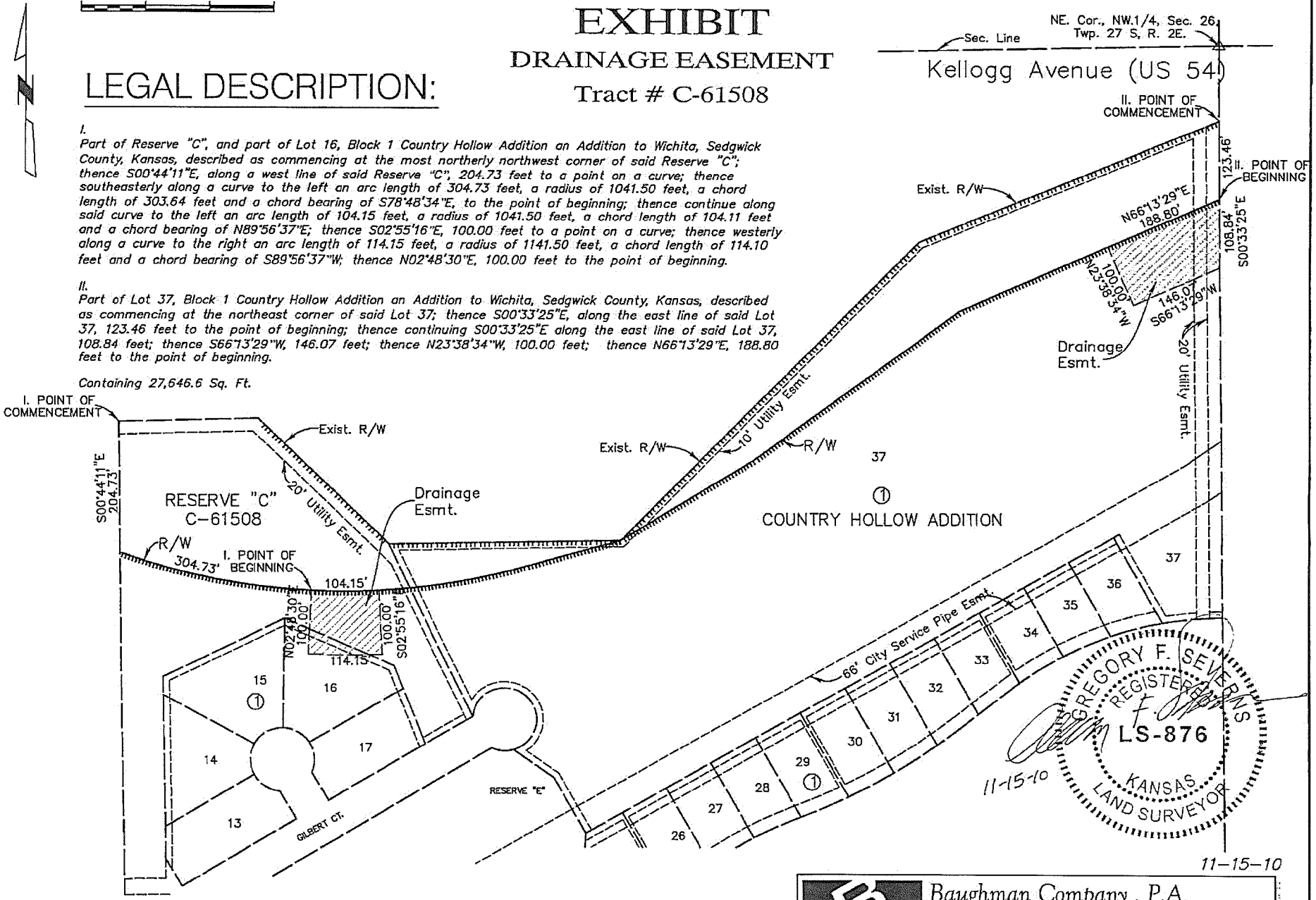
Tract # C-61508

LEGAL DESCRIPTION:

I.
Part of Reserve "C", and part of Lot 16, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the most northerly northwest corner of said Reserve "C"; thence S00°44'11"E, along a west line of said Reserve "C", 204.73 feet to a point on a curve; thence southeasterly along a curve to the left an arc length of 304.73 feet, a radius of 1041.50 feet, a chord length of 303.64 feet and a chord bearing of S78°48'34"E, to the point of beginning; thence continue along said curve to the left an arc length of 104.15 feet, a radius of 1041.50 feet, a chord length of 104.11 feet and a chord bearing of N89°56'37"E; thence S02°55'16"E, 100.00 feet to a point on a curve; thence westerly along a curve to the right an arc length of 114.15 feet, a radius of 1141.50 feet, a chord length of 114.10 feet and a chord bearing of S89°56'37"W; thence N02°48'30"E, 100.00 feet to the point of beginning.

II.
Part of Lot 37, Block 1 Country Hollow Addition an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the northeast corner of said Lot 37; thence S00°33'25"E, along the east line of said Lot 37, 123.46 feet to the point of beginning; thence continuing S00°33'25"E along the east line of said Lot 37, 108.84 feet; thence S66°13'29"W, 146.07 feet; thence N23°38'34"W, 100.00 feet; thence N66°13'29"E, 188.80 feet to the point of beginning.

Containing 27,646.6 Sq. Ft.



Project Number 07-070-E876

E: eng/East Kellogg/Exhibits/Country Hollow 3 Drainage.dwg

11-15-10

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

CITY OF WICHITA
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of a Power Line Easement at the Southwest Corner of 87th Street West and 117th Street North for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the project and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River. It is then transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita.

Analysis: An 80 foot by 80 foot area at the southwest corner of 87th Street and 117th Street is required for a power line easement. The proposed acquisition area consists of 0.06 acres. The seller agreed to convey the necessary easements for $500; the established minimum offer.

Financial Considerations: A budget of $900 is requested for recording and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funding for this particular transaction.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

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

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

Attachments: Real Estate Purchase Agreement and tract map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2010 by and between Mark A. McGinn Revocable Trust, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Powerline) The North 80 feet of the East 80 feet of the Northeast Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas. EXCEPT the North and East 30 feet thereof for road right of way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Hundred Dollars and No Cents ($500.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 15, 2010.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Mark A. McGinn, Trustee
Mark A. McGinn Revocable Trust

Carolyn K. McGinn, Trustee
Mark A. McGinn Revocable Trust

BUYER:

Carl Brewer, Mayor

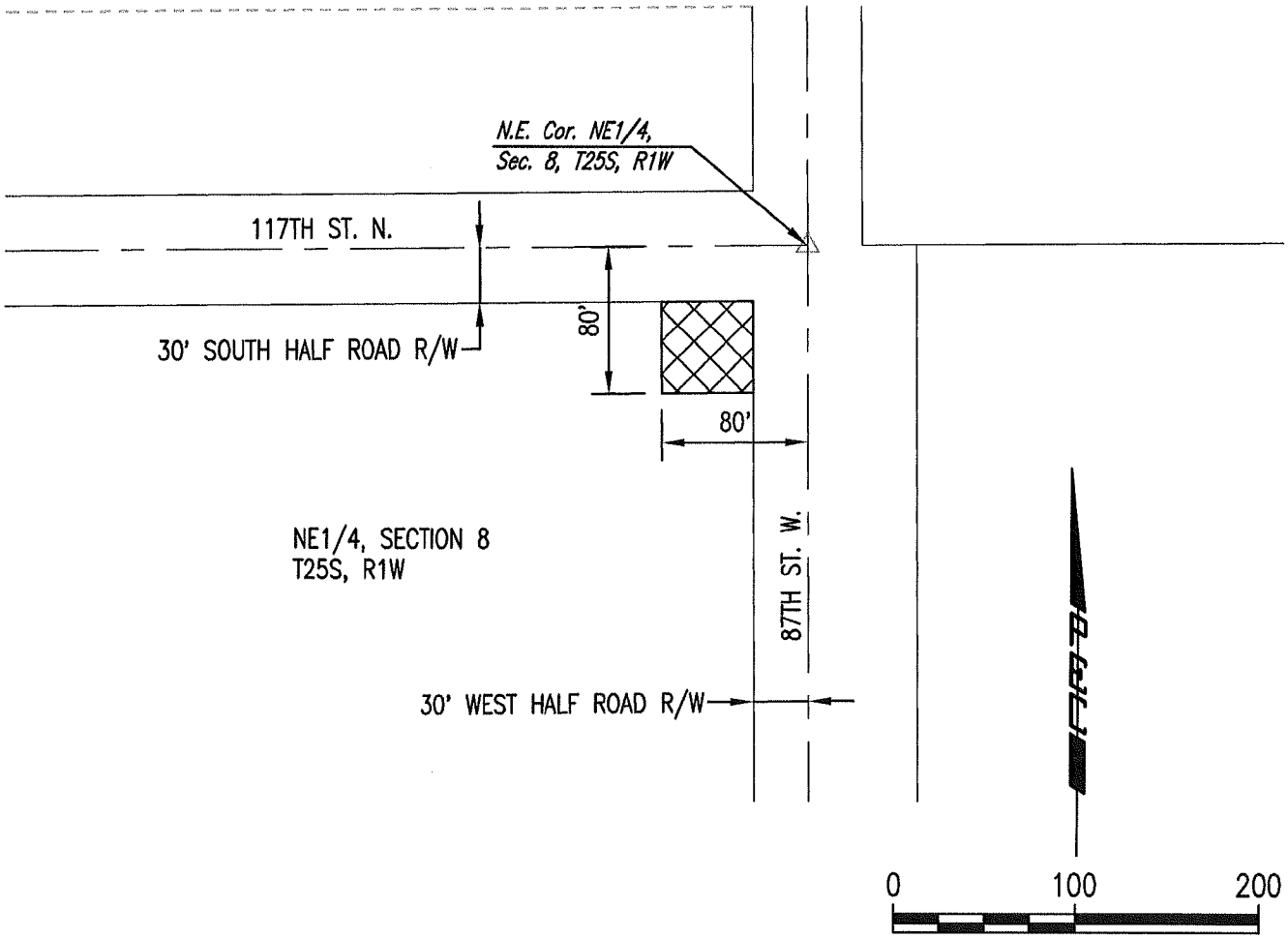
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

ASR
PRESERVING OUR WATER
...OUR FUTURE



LEGEND:

POWERLINE EASEMENT

TRACT 57
LAND OWNER:
MCGINN, MARK A. REVOCABLE TRUST

AERIAL POWERLINE EASEMENT:
The North 80 feet of the East 80 feet of the Northeast Quarter of Section 8, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas. EXCEPT the North and East 30 feet thereof for road right of way.

Said tract contains 0.06 acres, more or less.

Saved 09-07-2010 1:46:20 PM by JTS
Plot Scale 1:100 09-08-2010 8:39:59 AM by JOSH T. SULLARD
Q:\2007\07885\004\TRACT DRAWINGS\07885-004-TRACT 57 POWER ESMT

Agenda Item No. XII-8c

CITY OF WICHITA
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Acquisition of 1358 North Green for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The structure at 1358 North Green will be impacted by the project. The improvements consist of a 1000 square foot single-family residence built in 1950.

Analysis: The owner agreed to accept the appraised value of $32,000, or $32 per square foot for the property. The owner will be relocated to a replacement property and the improvements will be razed. The remnant land will be maintained as green space and road right-of-way. The owner is eligible for moving and reestablishment costs in addition to the acquisition price.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $75,000 is requested. This includes $32,000 for the acquisition, $7,000 for demolition, $35,000 for moving and reestablishment reimbursement and $1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

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

PROJECT: 13th Street North **DATE:** November 17, 2010

COUNTY: Sedgwick **TRACT NO.:** 134

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 17th day of November, 2010, by and between

Elsie J. Baker, a single person

1358 N. Green Ave.

Wichita, KS 67214

(Name and Address)

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

Approximately 5,000 Sq. Ft. for Right of Way Damages including but not limited to all improvements and real property of the landowner: $ 32,000.00

TOTAL: $ 32,000.00

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

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

LANDOWNERS:

By: Elsie J. Baker
Elsie J. Baker

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

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

Elsie J. Baker

If mortgage or other liens, show names of holders:
INTRUST Bank

REMARKS:

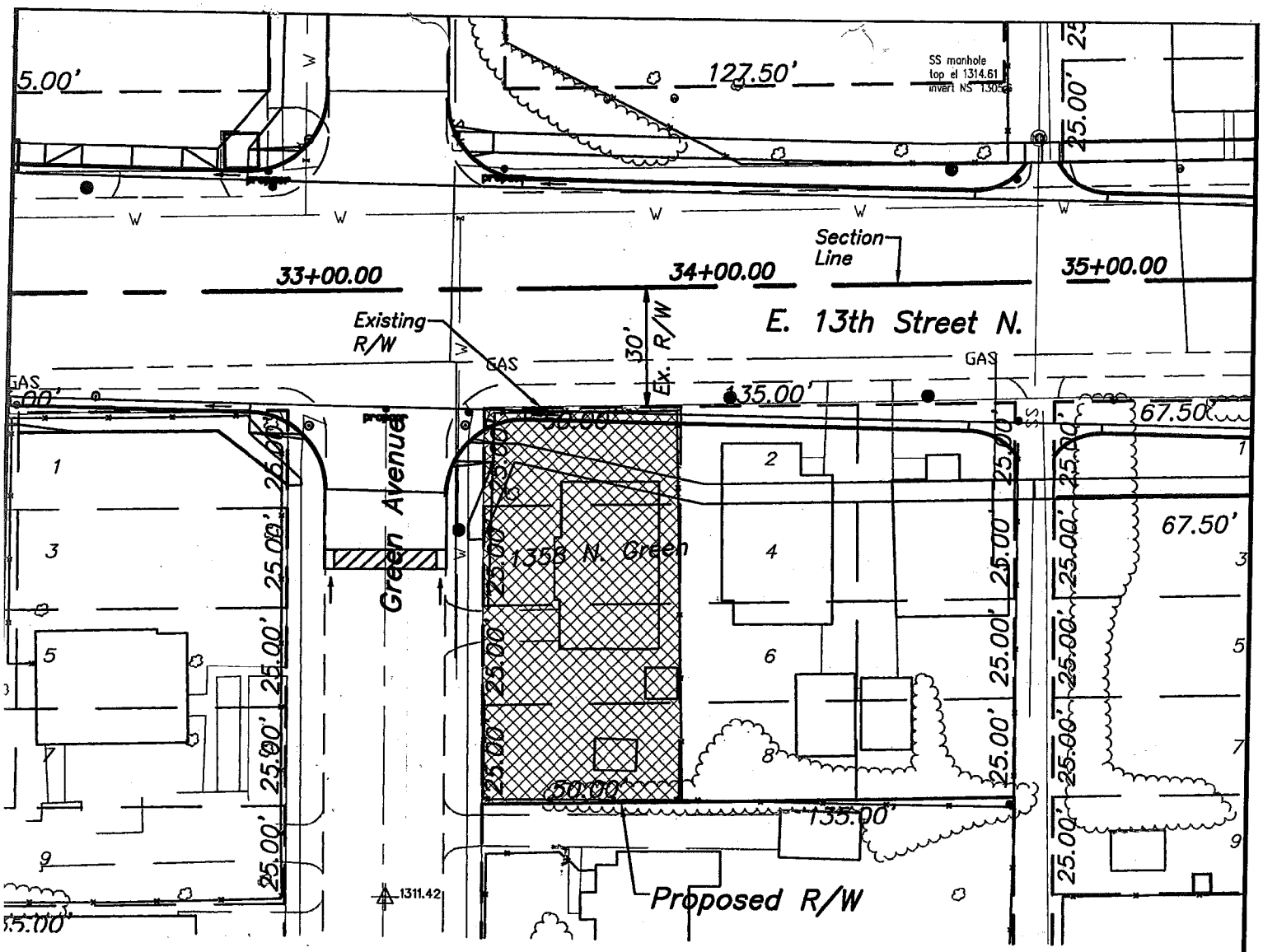
PIN/APN 125150120200400
Security Title File Number 2000523

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Joseph J. Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

Parts of Lots 2, 4, 6, & 8, on Alice Avenue (now Green Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of the West 50 feet of Lots 2, 4, 6, & 8, on Alice Avenue (now Green Avenue) in Fairmount Park Addition.

TAX KEY #: C02797

R/W ACQUISITION SIZE: 5,000 sq. ft.

PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

ELSIE BAKER
SEC 15-T27-R1E

SCALE: 1" = 40'

Tract No. 134

1358 N Green

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

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: 2010 OCI Budget Adjustments

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the Office of Central Inspection (OCI) 2010 budget adjustments.

Background: In 2008, environmental maintenance was moved from Environmental Services to OCI. Environmental maintenance and certain nuisance code enforcement services are financed by the General Fund. Since the transfer, OCI has re-evaluated the cost of providing environmental maintenance services, and has reduced the budget as a result.

The OCI Special Revenue Fund finances construction permitting, inspection and code enforcement services, as well as other neighborhood, zoning and sign code inspection and enforcement services. The OCI Special Revenue Fund is supported by: construction plan review, permitting and inspection fees; sign permit fees; and various contractor licensing, tradesperson certification and other business licensing fees. Expenditure authority in the OCI Special Revenue Fund budget was reduced by nearly $400,000 during the 2010 budget revision process in expectation of declining development activity and decreased revenues.

Analysis: OCI is projected to overspend its approved 2010 General Fund budget by up to $45,000, primarily due to significant increases during 2010 in the number of neighborhood nuisance and tall grass/weed cases and abatements, and unrealized anticipated savings from reductions in the cost of required certified mailings of code enforcement notices. OCI is projected to overspend the OCI Special Revenue Fund budget in commodities by as much as $15,000 due to reductions in expenditure authority. The OCI Special Revenue Fund budget is expected to spend about $385,000 less than the 2010 Adopted budget, but this will be nearly $15,000 more than the recently approved 2010 Revised budget amount.

Financial Considerations: OCI General Fund line item expenditure overages in contractuals and other expenditure categories will be offset by other General Fund line items. However, General Fund reserves may be required to offset additional General Fund line item expenditure overages. Savings in other line items of the OCI Special Revenue Fund will be used to offset any commodities line item overages.

Goal Impact: This item impacts the Provide a Safe and Secure Community and the Support a Dynamic Code Area & Vibrant Neighborhoods goal indicators by providing for enforcement of construction and life safety codes, and for enforcement of codes that address unsafe living conditions and blighting influences detrimental to Wichita neighborhoods.

Legal Consideration: Budget adjustments above $25,000 require City Council approval.

Recommendations/Action: Approve the requested OCI 2010 budget adjustments.

Attachments: None.

Agenda Item No. XII-11

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council Members

SUBJECT: Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer regarding the demolition of 1619 N. Fairmount

INITIATED BY: Office of Central Inspection/Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Authorize Mayor to sign Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer (Memorandum of Agreement) to allow demolition of the single family structure at 1619 N. Fairmount.

Background: On May 4, 2010, the City Council unanimously adopted a resolution to condemn the vacant single family house at 1619 N. Fairmount as a dangerous and unsafe structure. Federal HUD Community Development Block Grant (CDBG) funds were to be used to fund the City's demolition of the structure, which is located in a designated City of Wichita Neighborhood Revitalization Area (per approved CDBG Memorandum of Agreement between the Department of Housing and Community Services and the Office of Central Inspection). The use of the HUD CDBG funding required a HUD environmental review, including a Section 106 Review for compliance with federal historic preservation regulations.

During the Section 106 Review process, the City of Wichita determined, with the consultation of the Kansas State Historic Preservation Officer (SHPO), that 1619 N. Fairmount was potentially eligible for listing in the National Register of Historic Places and demolition of the structure would have an adverse effect places listed or eligible for listing on the National Register of Historic Places. Per the Section 106 Review regulations, the determination of the project's adverse effect requires the City to enter into a Memorandum of Agreement with the Kansas SHPO in order to proceed with the project.

In addition to the HUD environmental review/Section 106 Review process, the City of Wichita has also completed the State of Kansas required historic environs review process. On July 15, 2010, the Wichita Historic Preservation Board (HPB) reviewed the request for demolition of the property, and pursuant to State statute, voted to deny demolition of the structure. The HPB denial of the demolition was appealed to the City Council. During its July 20, 2010 meeting, the Council voted to overturn the decision of the HPB, and allow demolition of the structure.

Analysis: Since the City Council voted on July 20, 2010 to allow demolition of the structure at 1619 N. Fairmount, City staff has conducted extensive public outreach (including facilitation of a public hearing on September 2, 2010 for residents of the affected area). Based on input received, City staff also developed a variety of measures designed to mitigate demolition of the structure. The SHPO has been involved in this review process, and recently signed the attached Memorandum of Agreement (as required by federal regulation and State statute).

After the Memorandum of Agreement is approved by Council and signed by the Mayor, the Memorandum of Agreement will be submitted to the SHPO. This will allow City staff to complete the HUD environmental review, at which time demolition of the dangerous and unsafe structure may proceed (per dangerous building condemnation resolution originally approved by City Council on May 4, 2010).

Financial Considerations: The mitigation actions outlined in the Memorandum of Agreement will involve some staff time, primarily that of the Historic Preservation Officer, and some minor printing and/or mailing costs estimated to be less than $500 (which will come from existing, approved budgets).

Goal Impact: This item impacts the Provide and Safe and Secure Community and the Support a Dynamic Code Area & Vibrant Neighborhoods goal indicators by addressing unsafe building conditions and blighting influences that are detrimental to Wichita neighborhoods.

Legal Considerations: The Memorandum of Agreement has been drafted in accordance with stipulations set forth in 36 CFR 800 and has been approved as to form by the Law Department.

Recommendation/Actions: Authorize the Mayor to sign the Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer.

Attachment: Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer.

MEMORANDUM OF AGREEMENT

BETWEEN CITY OF WICHITA

AND THE

KANSAS STATE HISTORIC PRESERVATION OFFICER

REGARDING THE

DEMOLITION OF 1619 FAIRMOUNT, WICHITA, KANSAS

WHEREAS, the **CITY of Wichita** (CITY) plans to demolish the house and garage at 1619 N. Fairmount (Project); and

WHEREAS, the CITY is acting as the Responsible Entity for the HUD environmental review, per 24 C.F.R. 58.2(a)(7); and

WHEREAS, the CITY plans to fund and carry out the demolition Project pursuant to the Housing and Community Development Act of 1974 as amended, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. part 800; and

WHEREAS, the CITY has defined the undertaking's area of effect (APE) as all of the properties on the 1600 block of North Fairmount Avenue, 1620 N. Holyoke Avenue, and 1616 N. Holyoke Avenue; and described in Attachment A; and

WHEREAS, the CITY has determined that the undertaking may have an adverse effect on 1655 N. Fairmount Avenue, which is listed on the National Register of Historic Places; 1619 N. Fairmount Avenue, which is eligible for listing on the National Register of Historic Places; and 1620 N. Holyoke Avenue, 1616 N. Holyoke Avenue, 1618 N. Fairmount Avenue, 1604 N. Fairmount Avenue, 1643 N. Fairmount Avenue, and 1647 N. Fairmount Avenue, which are eligible for listing on the National Register of Historic Places, and has consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800; and

WHEREAS, the CITY, acting as the Responsible Entity, has conducted public outreach by hosting a public meeting on September 2, 2010 and publishing a public notice on August 28, 2010 to announce the meeting and initiate a 15 day public comment period for comments regarding the effects of the undertaking on 1619 Fairmount; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the CITY has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii);

NOW, THEREFORE, the CITY and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic properties.

STIPULATIONS

The CITY shall ensure that the following measures are carried out:

I. UPDATE EXISTING SURVEY RECORD

The existing historic building survey record will be updated for 1619 N. Fairmount Avenue either directly or under direct supervision of persons who meet the Secretary of Interior's Professional Qualification Standards (48 Fed. Reg. 44738). Copies of the updated survey records will be provided to the Kansas State Historic Preservation Officer, Wichita Public Library, Wichita-Sedgwick County Historical Museum, and CITY Office of Historic Preservation.

II. DISTRIBUTION OF HOUSE MAINTENANCE EDUCATION MATERIALS

Packets containing educational materials about affordable home maintenance techniques that can preserve the historic integrity of structures, including DVDs with the Bob Yapp educational sessions filmed by the CITY, will be distributed to all of the individuals/ organizations that own property within the Project A.P.E. The packet will also contain information about the CITY historic loan programs.

III. HOME MAINTENANCE TRAINING SESSION

The CITY will coordinate with the Fairmount Neighborhood Association to conduct a home maintenance training session where neighborhood residents can learn about home maintenance techniques that preserve the historic integrity of the structure. The training session will be at least four (4) hours long and will provide opportunities for hands-on instruction / demonstrations.

IV. DURATION

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. At such time, and prior to work continuing on the undertaking, the CITY shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, the CITY may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below. The CITY shall notify the signatories as to the course of action it will pursue.

V. POST-REVIEW DISCOVERIES.

If potential historic properties are discovered or unanticipated effects on historic properties found, the CITY will immediately consult with the SHPO to determine if the MOA needs to be modified to address this resource/event.

Once the MOA is terminated, and prior to work continuing on the undertaking, the CITY must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The CITY shall notify the signatories as to the course of action it will pursue.

EXECUTION of this Memorandum of Agreement by the CITY and Kansas SHPO, and implementation of its terms evidence that the CITY has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:

CITY of Wichita

_____ Date _____
Carl Brewer, Mayor

Kansas State Historic Preservation Officer

11/4/10 Date _____
Jennie Chinn, State Historic Preservation Officer
Patrick Zollner, Deputy State Historic Preservation Officer for Jennie Chinn

Attest:

_____ _____
Karen Sublett, CITY Clerk Date

Approved as to Form:

_____ 11-23-10
Gary Rebenstorf Date
Director of Law

VI. EMERGENCY SITUATIONS

If an emergency situation occurs, the CITY will immediately consult with the SHPO to determine if the MOA needs to be modified to address this resource/event.

VII. MONITORING AND REPORTING.

Each year following the execution of this MOA until it expires or is terminated, the CITY shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in CITY's efforts to carry out the terms of this MOA.

VIII. DISPUTE RESOLUTION.

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the CITY shall consult with such party to resolve the objection. If the CITY determines, within 30 days, that such objection(s) cannot be resolved, CITY will:

A. Forward all documentation relevant to the dispute, including the CITY's proposed resolution to the ACHP. The ACHP shall provide the CITY with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the CITY shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The CITY will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the CITY may make a final decision regarding the dispute and shall proceed accordingly. Prior to reaching such a final decision, the CITY shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. It is the City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS AND NONCOMPLIANCE

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all the signatories is filed with the ACHP.

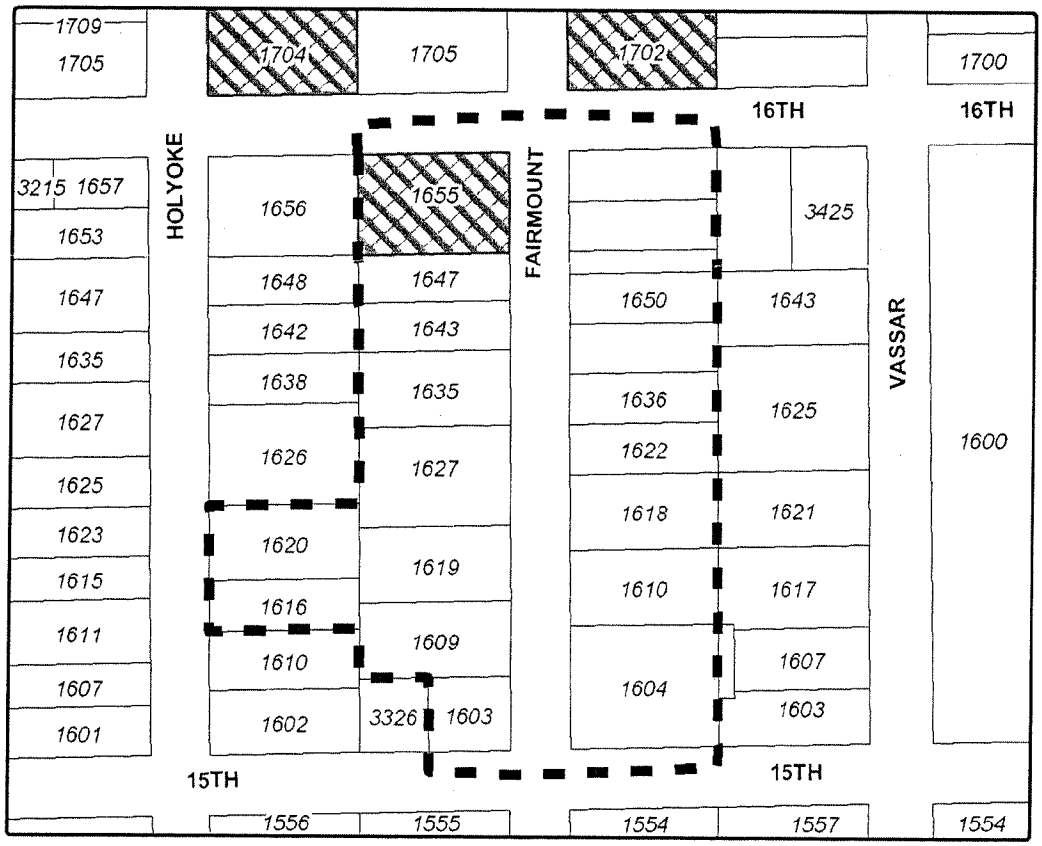
X. TERMINATION

If the SHPO, City, or ACHP determines that the terms of the MOA will not or cannot be carried out, that party shall immediately consult with the other MOA signatories to attempt to develop an amendment per Stipulation X, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

ATTACHMENT A
RESOURCES WITHIN THE AREA OF POTENTIAL EFFECT DETERMINED TO BE ADVERSELY AFFECTED

1619 N. Fairmount Avenue Proposed Demolition

Area of Potential Effect



Area of Potential Effect National Historic Register Listed Property

Resource	Eligibility Status
1619 N. Fairmount Avenue	Determined eligible for listing on the NRHP per the SHPO letter 5/12/2010
1655 N. Fairmount Avenue	Listed on the NRHP on 11/01/2010
1650 N. Fairmount Avenue	Determined eligible Wichita Historic Preservation Office on 9/28/2010
1647 N. Fairmount Avenue	Determined eligible Wichita Historic Preservation Office on 9/28/2010
1622 N. Fairmount Avenue	Determined eligible Wichita Historic Preservation Office on 9/28/2010
1618 N. Fairmount Avenue	Determined eligible Wichita Historic Preservation Office on 9/28/2010
1604 N. Fairmount Avenue	Determined eligible Wichita Historic Preservation Office on 9/28/2010
1620 N. Holyoke	Determined eligible Wichita Historic Preservation Office on 9/28/2010
1616 N. Holyoke	Determined eligible Wichita Historic Preservation Office on 9/28/2010

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Contract Amendment, Catholic Charities, Inc.

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment and authorize the necessary signatures.

Background: On January 12, 2010 the Wichita City Council designated $125,266 from the anticipated 2010-11 Emergency Shelter Grant (ESG) funds to provide support for homeless service providers in the community. On May 4, 2010 that amount was reduced to $125,133 based on the actual funding allocation from the U.S. Department of Housing and Urban Development. On July 13, 2010, the City Council authorized a Contract Agreement with Catholic Charities, Inc. in the amount of $29,768 for the provision of emergency shelter services, of which $6,277 was designated for Essential Services and $23,491 was designated for Maintenance and Operations for the Anthony Family Shelter.

Analysis: Both legislative and regulatory guidelines limit funding for Essential Services to a maximum of 30% of the total amount of the ESG allocation. In order to be in compliance with these guidelines, the amount awarded to Catholic Charities and designated for Essential Services should have been $6,238, which would have increased the amount designated for Maintenance and Operations to $23,530.

Financial Considerations: The total amount of the contract with Catholic Charities is unchanged.

Goal Impact: Services provided by this activity support the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

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

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

Attachments: Contract amendment.

First Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
Catholic Charities, Inc.

THIS CONTRACT AMENDMENT is executed this 29th day of November, 2010 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and Catholic Charities, Inc., (hereinafter called the Subrecipient).

WITNESSETH THAT:

WHEREAS, on January 12, 2010 the Wichita City Council designated $125,266 from anticipated 2010-11 Emergency Shelter Grant (ESG) funds for ESG activities; and

WHEREAS, on January 16, 2010 the City of Wichita issued a Request For Proposals for the provision of emergency shelter services designed to support the needs of homeless service providers to the local homeless population, and

WHEREAS, on May 4, 2010 the Council awarded a total of $29,768 in ESG funds to the Subrecipient for the execution of the approved project, $6,277 to assist with essential services and $23,491 to assist with maintenance and operations for the Anthony Family Shelter, and

WHEREAS, by contract, both legislation and regulatory guidelines limit the essential services category to 30% of the total ESG funding allocation thus the contract agreement between the City and Housing and Urban Development supersedes all subsequent agreements;

WHEREAS, the above named entities were parties to a Contract Agreement with the caption as above set out and which specifies that the City may revise budget items when necessary;

WHEREAS, the above named parties now wish to modify and amend said Contract due to categorical limitations;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 15th day of July, 2010 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

PART C. BUDGET – ESSENTIAL SERVICES, is hereby amended to read as follows:

The City shall pay the Subrecipient as hereinafter set out; the maximum of $6,238 for the program described in this contract.

PART C. BUDGET – OPERATIONS, is hereby amended to read as follows:

The City shall pay the Subrecipient as hereinafter set out; the maximum of $23,530 for the program described in this contract.

SUBRECIPIENT

_____ _____

Cynthia N. Colbert, Date
Catholic Charities, Inc.

CITY OF WICHITA

_____ _____

Carl Brewer, Mayor Date
City of Wichita

ATTEST:

_____ _____

Karen Sublett, City Clerk Date
City of Wichita

APPROVED AS TO FORM:

_____ _____

Gary E. Rebenstorf, City Attorney Date
City of Wichita

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Equus Beds Funding Addendum No. 2 with Kansas Water Office (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Addendum No. 2.

Background: On October 3, 2000, the City Council authorized projects to begin the development of new water supplies for the City. These projects will develop the water supplies the City needs through the year 2050. On July 10, 2007 the Council approved and instructed staff to proceed with the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR) Project. On March 10 and March 19, 2009, the original grant agreement for Kansas Water Plan Funding of the Equus Beds Aquifer Storage and Recovery Project(s) in the Lower Arkansas Basin was executed. On December 22, 2009, the second year of funding was executed.

Analysis: During the 2008 Kansas legislative session the State Legislature passed legislation that provided state funding for the City of Wichita's ASR project. The legislature approved $1,000,000 of state funding in 2008, with an expectation that future funding would be considered for the project at least during the span of Phase II of the project, perhaps for the next seven years. Administration of that funding will be handled through the Kansas Water Office. In order to facilitate the movement of funds to the City to cover construction costs of the ASR project, a Memorandum of Understanding (MOU) has been prepared between the City and the Water Office. The MOU describes which parts of the project are eligible for funding, and how the City will invoice the Water Office for those expenditures. It will remain in effect as long as State funding is available, including funds currently allocated and any future allocations. Addendum No. 1 provided an additional $300,000 of state funding in 2009. Addendum No. 2 has been prepared and adds $563,531 to the original agreement between the Kansas Water Office and the City of Wichita.

Financial Considerations: The total cost of Phase II of the ASR project is currently estimated to be less than the $250 million authorized, and the State has currently appropriated $1,300,000 towards the project. This Addendum adds to the funding an amount not to exceed $563,531 for implementing or furthering the project in 2011. Funding for this project is included in the Capital Improvement Program as project W-549, which is dedicated to new water supply development.

Goal Impact: The project addresses the Ensure Efficient Infrastructure goal by assisting in the development of water supplies.

Legal Considerations: Addendum No. 2 has been approved as to form by the Law Department.

Recommended Action: It is recommended that the City Council approve Addendum No. 2 and authorize the necessary signatures.

Attachment: Addendum No. 2

Addendum Number Two
to the
Grant Agreement
Kansas State Water Plan Funding of
Equus Beds Aquifer Storage and Recovery Project(s)
in the Lower Arkansas River Basin
KWO number 09-0111

The Addendum Number Two to the Original Grant Agreement for Kansas State Water Plan Funding of the Equus Beds Aquifer Storage and Recover Project(s) in the Lower Arkansas Basin (herein after "Addendum") adds additional State Water Plan Fund financial support for Fiscal year 2011 to the original agreement between the Kansas Water Office (hereinafter "KWO,") and the City of Wichita, Kansas, as originally executed on March 10, 2009 and March 19, 2009 by and between the parties.

A. The parties agree to the following addition to Paragraph III in the original agreement entitled "PAYMENTS:

The parties mutually agree that Paragraph III is modified by adding the following additional funding from the State of Kansas, through the State Water Plan, for the State of Kansas Fiscal Year 2011 in an amount not to exceed Five Hundred Sixty-Three Thousand Five Hundred Thirty-One and No/100 dollars ($563,531.00) in United States Currency, for implementing or furthering the project(s) discussed in the original agreement between the parties.

B. The parties further agree that no other amendments, changes, modifications or alterations of the original agreement are made or contemplated by the execution of this Addendum.

In agreement to the terms of this Addendum Number Two, we set our hand herein, on the date we have executed this Addendum, under the authority and power grated to us by virtue of our position in office.

For the Kansas Water Office

_____
Tracy Streeter
Director

Date _____

For the City of Wichita

_____
Carl Brewer
Mayor

Date _____

Space intentionally left blank

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: City Facilities Utilization (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the project.

Background: The 2009-2018 Capital Improvement Program (CIP) contains $300,000 per year designated for City facilities utilization. The specific use of the funding was not designated, with the intent that it be available for either planned modification/remodeling projects or for unplanned emergency repairs as would be approved by the City Council.

Analysis: The 2009-2018 CIP was approved by the City Council on February 2, 2010. This agenda item is to initiate the 2010 and 2011 funds and make them available for future projects. Projects utilizing these funds requiring the City Council approval would be brought to the City Council per normal procedures.

Financial Considerations: The City Facilities Utilization is included in the 2009 – 2018 Capital Improvement Program at $300,000 per year from 2010 through 2018. Only the 2010 and 2011 funds are proposed for initiation at this time for a total of $600,000. The funding source is general obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

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

Recommendation/Actions: It is recommended that the City Council approve the project and adopt the bonding resolution and authorize the necessary signatures.

Attachment: CIP Sheet and bonding resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:
To Initiate Project x
To Revise Project

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
PUBLIC WORKS	BUILDING SERVICES	12/7/2010	City Facilities Utilizations and Improvements City Wide

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC	NO	Date
PD-	PROJ # 435469 OCA # 792559	2009-2018			

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
Dec. 2010	Dec. 2012	

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
CONSTRUCTION	558,000.00			600,000.00
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Land Acquisition				
Other DESIGN	42,000.00			42,000.00
Totals	600,000.00			600,000.00
Total CIP Amount Budgeted	600,000.00			600,000.00
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		X
Lot Split		X
Petition		X
Ordered by WCC	X	

Remarks:

THE 2009-2018 CAPITAL IMPROVEMENT PROGRAM CONTAINS $300,000 PER YEAR TO PROVIDE FUNDING FOR VARIOUS CITY FACILITIES. THE INTENT IS TO USE THIS FUNDING FOR VARIOUS PLANNED REMODELING/MODIFICATION PROJECTS, OR EMERGENCY REPAIRS APPROVED BY CITY COUNCIL. ONLY 2010 AND 2011 FUNDING IS BEING INITIATE.

13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE NECESSARY SIGNATURES

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

792559

Published in the Wichita Eagle on December 10, 2010

RESOLUTION NO. 10-320

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS, TO PAY ALL OR A PORTION OF THE COST THEREOF.

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

SECTION 1: That the City of Wichita finds it necessary to design and construct certain improvements as follows:

City Facilities Utilization and Space Planning Improvements.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds of the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost of said improvements is estimated not to exceed $600,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

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

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible federal funds for the support of the City's transit services for Fiscal Year 2011 (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff held a public hearing on November 24, 2010, with no adverse comments. Section 5307 funds are 80% federal and 20% local match with the exception of Capital Cost of Contracting funds which are 50% federal and 50% local match.

Analysis: The proposed resolution authorizes the filing of application for the following funding:

- Short Range Planning - $240,000
- Program Support -$569,800
- Planning - $304,600
- Security - $200,000
- ADA - $499,000
- Preventative Maintenance - $2,793,100
- Capital Cost of Contracting - $1,560,000

Financial Consideration: The total grant request is $6,166,500. The federal share is $4,465,200, and the local match of $1,701,300 will be split between the City of Wichita ($1,246,300), KDOT ($400,000), Sedgwick County ($40,000), Butler County ($5,000) and the City of Derby ($10,000).

Goal Impact: Funding from this grant will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

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

Recommendation/Actions: Staff recommends the City Council approve the resolution and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 10-321

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2011 SECTION 5307 PROJECTS

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Planning, Program Support, ADA, Security, Preventative Maintenance, and Capital Cost of 3rd Party Contracting.

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

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.

2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.

3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on December 7, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council

SUBJECT: Amendment to Park Board Bylaws. (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Receive and file the amendment.

Background: Recent amendments to the Board of Park Commissioners Bylaws were approved by City Council on December 1, 2009. An additional amendment is needed to clarify the nominating process for officers. Staff reviewed the existing bylaws and prepared an amendment which was approved by the Board at their November meeting.

Analysis: The amendment to the bylaws establishes procedure for the nominating committee. In Article IV: Section 2, regarding Officers and Duties, the following is added;

> "A nominating committee consisting of the First and Second vice Presidents shall be appointed by the President at the July meeting who will present a slate of officers at the September meeting. Additional nominations may be made from the floor. The vote for officers shall be by written ballot if two or more directors have been nominated for one office."

Financial Considerations: None.

Goal Impact: The bylaw amendment will assist in improving and sustaining Quality of Life.

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

Recommendations/Actions: It is recommended that the City Council receive and file the amendment to the Board of Park Commissioners Bylaws.

Attachment: Bylaw amendment.

BYLAWS

Board of Park Commissioners
City of Wichita, Kansas

Article 1

Purpose and Organization

Section 1. The purpose of the Board of Park Commissioners of the City of Wichita, Kansas, shall be to hold title to park property as set forth in Charter Ordinance No. 125; counsel the governing body of the City relative to the park and recreation activities of the City; provide input and advice regarding policies and procedures regulating conduct in park and recreation facilities; to be the official naming committee for parks and open space per City Council Policy 13; and to have such duties as may have been or may hereafter be conferred by the City of Wichita. The Board is established by Charter Ordinance No. 125 and Section 2.12.330, et seq. of the Code of the City of Wichita.

Section 2. In accordance with Section 2.12.340 of the Code of the City of Wichita, the Board shall be composed of seven (7) members to be appointed by the City Council of the City of Wichita; one (1)appointee made by each Council Member and Mayor. Appointees shall be permanent residents of the City of Wichita. No member shall hold any elected public office. If any member of the Park Board removes his or her residence from the City of Wichita, or is elected to any public office, or otherwise becomes disqualified to serve, such position shall thereupon be deemed vacant and reappointed by City Council.

All Board Members shall hold their offices for a term of two (2) years, or until his or her successor shall be appointed and qualified. Such terms shall be limited to eight (8) consecutive years of service for all appointments. A former member may be re-appointed after a period of two (2) years following eight (8) years of consecutive service. In the event of the death, resignation or other disqualification of any member, his or her successor shall be appointed to fill only the unexpired term caused by such vacancy.

Any member of the Board may be removed by the City Council of the City of Wichita for the same cause as any appointed officer.

Article II

Power and Duties of the Park Board

Section 1. The Board shall be vested with such powers, authority and control as are set forth in Charter Ordinance No. 125, Section 5, and ordinances of the City of Wichita.

Section 2. The Board shall monitor the planning, coordination, and execution of the city's park and recreation programs and facilities by the Department of Park and Recreation. It shall advise the City Manager and City Council on such matters and promptly report in writing any instance of environmentally irresponsible action taking place in any city park to the City Manager and City Council. See: Section 2.12.350.

Section 3. The Board shall evaluate sites and facilities suitable for the present or future use of residents of the city and make recommendations relative to the acquisition or disposition of any land used or to be used for public park and recreation purposes. The Board shall give notice and conduct public hearings on behalf of the city and shall make recommendations to the City Council relative to all such acquisition or disposition of such land. See: Section 2.12.350.

Section 4. The Board shall continue to hold title to property previously held and to act upon the sale or disposition of all park property in accordance to the provisions of Charter Ordinance No. 125, Section 5(a). See: Section 2.12.350.

Section 5. The Board shall make recommendations concerning operating budget priorities for park and recreation services. See: Section 2.12.350.

Section 6. The Board shall make recommendations on park projects and their priority for the capital improvement program. See: Section 2.12.350.

Section 7. The Board shall solicit grants and gifts of sites, facilities, and funds and seek the cooperation of agencies and groups in the development and maintenance of park and recreational facilities. See: Section 2.12.350.

Section 8. The Board shall make recommendations on development, maintenance, and improvement needs of golf courses. See: Section 2.12.350.

Section 9. The Board shall recommend financing mechanisms for the implementation of the park and open space plan. See: Section 2.12.350.

Section 10. The Board shall have such other responsibilities as may be assigned from time to time by the City Council. See: Section 2.12.350.

Section 11. The City Council shall seek the advice and counsel of the Board of Park Commissioners before taking action on policy matters that pertain to duties set forth in Section 2.12.350. (Ord. No. 40-949 § 5)

Section 12. In all formal matters the Board shall act by Resolution. All notices required by law to be given by publication shall be published in the official city paper.

Section 13. Before entering upon the duties of the office, the members of the Board shall subscribe to an oath of office.

Section 14. In the event the Board is required to have a seal, it shall adopt the same having the word "Seal" in the center thereof, and the words "The Board of Park Commissioners of the City of Wichita, Kansas" in the outer circle.

Section 15. The Board will establish and review goals on an annual basis.

Section 16. Any member of the Board of Park Commissioners shall be removed from office by the City Council after due notice and hearing for nonattendance at three (3) consecutive meetings, or for absences of more than fifty (50) percent of the meetings held during any twelve (12) month period of time. A meeting cancelled for lack of a quorum is considered a meeting for purposes of recording attendance. The Clerk will provide written notice to the non-attending Board Members and the City Manager. A vacancy shall be declared unless the Board Member requests a hearing before the City Council within ten (10) days after notice is provided.

Article III

Meetings of the Board

Section 1. The Board shall meet at least once each month. Regular meetings of the Board shall be held on the third Monday of each month at 3:00 p.m. in the office of the Board of Park Commissioners, City Hall 11th Floor, Department of Park and Recreation, or at any other time or in any other facility designated at the previous meeting by the Board of Park Commissioners, or by prior written notice of the meeting by the Director of Park and Recreation or his/her designee. When the date of a regular meeting comes on a legal holiday, the President of the Board shall designate the date of the next regular meeting.

Section 2. The Clerk shall prepare a notice of the meeting and an agenda of all matters to come before the Board and mail or electronically disseminate the same to the Board Members no later than the Wednesday preceding the regular meeting. A copy of the agenda shall also be furnished to the City Manager. Any member of the Board may cause matters to be placed on the agenda by advising the Clerk no later than 12:00 o'clock noon on the Tuesday preceding the regular meeting.

Section 3. Special meetings of the Board may be called by the President at any time by giving suitable notice of the time and place of such meeting to all the members thereof, and may also be called upon the request of any four (4) or more members.

Section 4. A quorum shall consist of a majority of the members of the Board appointed and qualified at any given time.

Section 5. All meetings of the Board shall be conducted in accordance with Robert's Rules of Order except insofar as modified by these Bylaws and the rules and procedures as adopted by the Board.

Article IV

Officers and Duties

Section 1. The officers of the Board shall be as follows:

President, who shall be elected by the Board from its members and shall preside at all meetings of the Board and shall sign, execute, act and deliver for the Board all contracts, warrants and documents of any kind required or authorized to be signed or delivered by the Board.

First Vice President, who shall be elected by the Board by its members and, in the absence or disqualification or disability of the President, shall perform the duties of the President and act in place of the President, with the full power and authority which the President would have were the President in attendance.

Second Vice President, who shall be elected by the Board by its members, in the absence or disqualification or disability of the President and the First Vice President, shall perform the duties of the President and shall act in place of the President with the full power and authority which the President would have were the President in attendance.

Clerk, who is not a member of the Board, shall be present at all meetings and shall keep a complete record of all proceedings of the Board and shall perform such other duties as may be required by law or ordinance.

Section 2. The election of officers shall be held on the third Monday in September of each year, provided that all new appointments to the Board have been made and the new appointments have qualified for Board membership prior thereto, otherwise the election shall be held as soon thereafter as the appointments have been made and the members have qualified for Board membership.

A nominating committee consisting of the First and Second Vice Presidents shall be appointed by the President at the July meeting who will present a slate of officers at the September meeting.

Additional nominations may be made from the floor. The vote for officers shall be by written ballot if two or more directors have been nominated for one office.

Section 3. The Board shall appoint such other officers as may be required by law or ordinance, or as the business of the Board demands.

Section 4. The Clerk of the Board shall, when required by law, authenticate by the seal of the Board and the Signature of the Clerk, the signature of the President.

Section 5. The Director of Park and Recreation of the City of Wichita, or his/her designee, shall serve as a non-voting ex officio member of the Board

Article V

Amendments to Bylaws

Section 1. The Board may, by a two-thirds majority vote thereof, amend these Bylaws or any provisions or section thereof at any time when the same is not in conflict or in contravention of any of the laws of the State of Kansas or ordinances applicable thereto. Such amendments shall be subject to approval by the City Council. Notice of the proposed amendments shall be furnished by the Clerk to the Board members no less than ten (10) days prior to the meeting at which–the amendments are to be considered. A copy of the Bylaws, and any amendments thereto, will be filed with the office of the City Clerk.

Article VI

Previously Adopted Bylaws Rescinded

Upon adoption and approval of these Bylaws as provided herein, all previously adopted Bylaws governing the Board of Park Commissioners of the City of Wichita, Kansas, are and shall be hereby rescinded.

The above and foregoing Bylaws are hereby adopted as the Bylaws of the Board of Park Commissioner of the City of Wichita, Kansas and shall become effective on January 01, 2010.

Dated this _____ day of _____, 2009.

_____

Bryan Frye, President

_____

Lee Ann Sack, Clerk

Agenda Item XII-19

City of Wichita
City Council Meeting
December 7, 2010

TO: Mayor and City Council Members

SUBJECT: Contract for Cafeteria Services

INITIATED BY: Department of Finance

AGENDA: Consent

- -

Recommendation: Approve the contract amendments.

Background: The City previously had a contract with Air Capitol Catering to provide cafeteria concession services for City Hall, with a cost of $2,500 per month. They ended the contract October 1, 2010.

Analysis: A Request for Proposal (RFP) was sent to 91 potential firms. A pre-proposal conference was held at City Hall to respond to any questions concerning the operation of the cafeteria. Four proposals were received and evaluated. Prior to the selection committee interviews one proposer requested to be withdrawn from consideration. The selection committee interviewed the three remaining firms and selected The Petroleum Club, dba Petroleum Club Café, as the recommended vendor for this contract. The committee based this recommendation upon the evaluation criteria set forth in the proposal. The selected firm has the ability to meet the requirements based on their qualifications, experience and expertise.

Under this contract, Petroleum Club Café will offer a lunch menu to include a daily entree and variety of vegetables, grilled sandwiches, soup, salad bar, wraps, desserts, and deli sandwiches along with a full breakfast menu which include hot and cold selections.

Petroleum Club Café provides a convenient place for employees and visitors to have breakfast/lunch. It has some advantages of saving employees' time from going out to lunch and is looked upon as an employee benefit offered by the employer.

Financial Considerations: Sufficient funds are budgeted for 2011 in the non-departmental budget. Under the terms of this contract the City's annual base commitment would not exceed $42,000 annually or $3,500 per month, excluding any maintenance costs. As has been in the past, the City of Wichita will still be responsible for all the major appliances and equipment that is being utilized by the contracted vendor on this contract.

Goal Impact: An on-site cafeteria serves as a support service to the organization's larger objectives. It is a benefit to employees, helping them to be more efficient with their time and resources, improving productivity, moral and job satisfaction. It is a benefit to Court, Probation, Police Investigations and other City operations by providing citizens a place to go during longer than expected appointments at City Hall. It allows opportunity for on-site lunch meetings that would not be otherwise practical.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for one year with two (2) one-year renewal annual options.

Recommendations/Actions: It is recommended that the City Council approve the contract with The Petroleum Club, dba Petroleum Club Cafe, for cafeteria services and authorize the necessary signatures.

Attachments: Contracts

CONTRACT
for
WICHITA CITY HALL KITCHEN – CAFETERIA CONCESSION PRIVILEGES

BLANKET PURCHASE ORDER NUMBER BP030101

THIS CONTRACT entered into this 7th day of December, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY"**, and **The Petroleum Club, DBA Petroleum Club Cafe** (Vendor Code Number 806578-001), 2nd Floor, 455 N Main, Wichita KS 67202, Telephone Number ((316) 268-4973 hereinafter called **"VENDOR"**.

WITNESS:

WHEREAS, the **CITY** has solicited proposal for **Wichita City Hall Kitchen – Cafeteria Concession Privileges** (Formal Proposal FP030067); and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030067, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP030067, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay current negotiated prices of **$42,000 annually or $3,500 per month** to **VENDOR** for Wichita **City Hall Kitchen – Cafeteria Concession Privileges (Formal Proposal FP030067)** for the Finance Department, Purchasing Division, as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of October 27, 2010 and as approved by the City Council on December 7, 2010.

This contract includes an escalation clause not to exceed the CPI index and will be negotiated with the approval of both parties effective at the beginning of each yearly option renewal.

3. Undertakings of the CITY and VENDOR.

CITY agrees:

A. To provide for public utility services including light, electric power, sewage, trash collection, water, heat, air conditioning, and pest control as are available in the area occupied in the leased premises within the Wichita City Hall Building.

B. To repair and maintain in good condition the grounds of the Wichita City Hall Building occupied by **VENDOR** to the extent to which the **VENDOR** is not obligated to perform such repair and maintenance. This includes all construction, reconstruction, decorating, wiring, and plumbing to keep the leased area in useable and proper condition.

C. To provide an inventory of the equipment furnished by the **CITY** that will be repaired/replaced as necessary at the **CITY'S** expense. This equipment is the property of the City of Wichita and may be used by the lessee in the operation of the cafeteria.

D. To allow the **VENDOR** storage space within the kitchen-cafeteria area for products sold, with the understanding that the space will be used only for storage of products sold in the Petroleum Club Cafe.

E. To furnish tables and chairs for the dining area and two cash registers.

F. Parking spaces maybe leased at the current city employee rate ($20 per month). Parking is available at the Rounds and Porter lot (as long as available) at no cost.

G. Pay for and to provide for proper disposal of grease/cooking oil. Quarterly disposal of grease is not to exceed $200.00 annually.

H. To provide the rental cost of ice machine.

I. To pay any installation and/or services charges with respect to telephone and internet service.

VENDOR agrees:

A. To provide management and employees, which are reasonably necessary or required for the operation by the **VENDOR** of the

concessions herein granted at **VENDOR'S** own cost and expense.

B. Furnishings and equipment supplied by the **VENDOR** must be in good condition and must harmonize with the interior décor of the City Hall Cafe area. All equipment and furnishings supplied by the **VENDOR** must be repaired and/or replaced at the **VENDOR'S** expense. All furniture and equipment used by the **VENDOR** is subject to inspection and must be approved by the Purchasing Manager or authorized representative before being put to use. Any proposed changes in the dining areas must be approved by the Purchasing Manager.

C. To provide service for the private dining room adjacent to the cafeteria area. This service will include, but is not limited to scheduling the times and dates for the use of the dining room and providing menus.

D. The Lessee shall provide at its own cost and expense, management and all employees necessary for the efficient and satisfactory cafeteria concession operation at City Hall 2nd Floor Cafeteria. This will also include all sanitary maintenance such as all janitorial duties for the kitchen and seating areas such as vacuuming carpet, sweeping and mopping floors, dusting, empting trash and vent cleaning. The Lessee shall keep the leased premises clean, neat, and orderly at all times and maintained in such a manner as to qualify for the highest rating issued by the State or Local Health Department.

E. The lessee shall provide at its own cost and expense all sanitary maintenance such as all janitorial duties for the kitchen and seating areas. The cleaning frequency for vacuuming carpet, sweeping and mopping floors, dusting, and emptying trash shall be on a daily basis. The vent or exhaust system cleaning frequency shall be annual or on a need be basis, unless volume and type of cooking requires an increase in cleaning frequency.

F. The Lessee shall keep the leased premises clean, neat and orderly at all times and maintained in such a manner as to be compliant with the State or Local Health Department and to qualify for the highest rating issued by them.

G. The Lessee agrees to work with the City Hall Police Security to keep the area secured and to comply with all the City Hall Security Measures that are subject to change in the future. The Lessee will not block the access tunnel and no parking will be allowed except to load and unload deliveries. The Lessee employees may be subject to background checks for security clearance to City Hall.

4. Maintenance and Operation by the VENDOR

Restaurant Concession

A. The Petroleum Club Cafe shall be open for business to the public for breakfast and lunch, Monday, through Friday, from 7:30 a.m. to 2:30 p.m., except legal holidays or as otherwise specified by the City Manager. Private parties or other private use of leased premises shall be permitted as authorized in writing by the Purchasing Manager or designee.

HOLIDAYS

Holiday is defined as the holiday that is **observed.**

New Year's Day
Dr. Martin Luther King, Jr's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. The **VENDOR** shall cook, prepare, serve and sell in a sanitary manner food and beverages of good quality and sufficient variety in the cafeteria, to the patrons of the Wichita City Hall, and the general public. Such food, and such services, shall be provided to such persons at prices comparable with the competitive prices prevailing in the Wichita Metropolitan Area for similar food and services.

C. This contract does not grant the **VENDOR** the right to sell alcoholic or cereal malt beverages in or on the leased premises.

D. In addition to providing food, the **VENDOR** may dispense soft drinks, candy, nuts, popcorn, and chewing gum.

General Provisions with Respect to Maintenance and Operations by the VENDOR

A. The **VENDOR** shall provide at its own cost and expense all clerks, managers, waiters, waitresses, bus boys, chefs, janitors, cleaners, kitchen help, porters, mechanics and other attendants, employees and servants (hereinafter collectively called employees), including custodial and janitorial services (including the floor) of the kitchen-cafeteria, as are reasonably necessary to carry out the provisions of this contract and to render prompt and courteous service to the patrons of the Wichita City

Hall, the public and other users of the services. To provide janitorial for floor cleaning and polishing.

B. The **VENDOR** shall keep in stock, and have ready for sale at all times, a reasonable supply of all commodities offered for sale at all times, to meet the reasonable demands of patrons of the Wichita City Hall and the public. The **VENDOR** shall, if requested, submit to the Purchasing Manager a schedule of all commodities proposed to be offered for sale, and the prices proposed to be charged therefore, and only articles and commodities having the approval of the Purchasing Manager shall be sold or offered for sale. However, such approval shall not be unreasonably withheld because of price so long as prices proposed to be charged are competitive with prices of similar merchandise in the community of Wichita.

C. The **VENDOR** must use advertising materials that are in keeping with the general appearance of said premises, which materials shall first have been approved by the Purchasing Manager or designee as to size, place, manner of display and subject matter.

D. The **VENDOR,** at all times and at its own expense, shall take good care of the buildings and premises to be occupied hereunder, and of all furniture, furnishings, fixtures and equipment, constituting a part hereof, including the operating facilities and equipment, and other facilities and equipment installed by the **CITY** and the **VENDOR.** The standard of care to be employed is that which may be necessary to maintain and keep the real and personal property in as good condition as at the beginning of the term of this contract. At the termination of the lease, the **VENDOR** agrees to leave the premises, equipment and facilities in as good a condition as they were at the beginning of the lease, ordinary wear and tear excepted. The **VENDOR** agrees to maintain casualty insurance to cover loss due to fire or explosion. The **VENDOR** agrees to maintain sufficient operating facilities and equipment to provide adequate and suitable service to the patrons of the Wichita City Hall and the public. In the event additional facilities are required, the **VENDOR** agrees to furnish such of the same as is reasonably necessary for the purpose of serving the public adequately.

E. The **VENDOR** shall keep the premises clean, neat and orderly at all times, and shall provide a complete and proper arrangement for the sanitary disposal of all trash, garbage and other refuse caused as a result of the operations of the kitchen-cafeteria. The premises shall be maintained in such a manner as to qualify for the highest rating issued by the State or Local Health Department. Failure to maintain this rating at all times, allowing correction of any deficiencies within five (5) days, is ground for cancellation of the

contract. The **VENDOR** further agrees and it is understood that in the event the **VENDOR** does not maintain premises to a standard approved by the **CITY,** the **CITY** may, at its option, perform such maintenance or have it done by others at the **VENDOR'S** expense and the **VENDOR** agrees to pay all billings for such services promptly.

F. The **VENDOR** shall provide tastefully tailored uniforms for its employees, engaged in preparing, handling and serving food and beverages.

G. The **CITY** shall pay any installation and/or service charges with respect to telephone service. All long distance calls made on telephones installed in the kitchen-cafeteria shall be paid for by the **VENDOR.**

H. The **VENDOR** shall comply, at its own cost and expense, with all Federal, State and Local laws, ordinances, rules or regulations, now or hereafter in force regarding the storing, handling and sale of food which may be applicable to the operation of its business at the Wichita City Hall; and shall obtain and pay for all licenses and permits necessary for the operation thereof, and shall pay all fees and charges assessed under State or Federal Statutes or Local ordinances, insofar as they are applicable thereto. The **VENDOR** shall not use, suffer or permit any person to use the premises be used for the purpose of housing the operation of any mutli-game, casino-style gambling.

The **VENDOR** shall protect, indemnify and save harmless the **CITY,** its authorized agents or representatives from and against any damage, penalty, fine, judgment, expense or charge which may be suffered, imposed, assessed or incurred by reason of the violation, disregard or breach of any law, ordinance, order or regulation or by reason of any act, neglect or omission of the **VENDOR** or by any agent or employee of the **VENDOR,** or by any visitor, patron or other occupant on the leased premises.

Terms: Net Thirty (30) days.

3. **Term.** The term of this contract shall be from **January 3, 2011 through December 31, 2011,** with options to renew the contract under the same terms and conditions for one (1) or two (2) successive one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

The **VENDOR** agrees to secure and keep in effect a general and public liability policy for at least $500,000 for bodily injury for each occurrence, $500,000 aggreagate for bodily injury liability, $500,000 for products liability, $500,000 premises liability, $500,000 for property damage liability, $500,000 property damage liability aggregate for products hazard and property casualty coverage in an amount sufficient to cover the potential loss which might arise as a result of fire or explosion. All policies shall be written by some solvent insurance company licensed to do business in Kansas, satisfactory to the **CITY**, protecting the **VENDOR** and naming and indemnifying the City Council and the City of Wichita as additional insureds. Said insurance policies shall provide that they cannot be canceled until thirty (30) days written notice of the intended cancellation shall have been filed with the **CITY**, and a certificate evidencing such insurance shall be filed with the **CITY. VENDOR** shall provide Workman's Compensation insurance as required by law covering all employees.

The Insurance Certificate must contain the following:

A. Statement that the Contractural Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B. Cancellation – should any of the above polices be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. VENDOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The **VENDOR** 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 or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

_____
Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

_____
Carl G. Brewer
Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

THE PETROLEUM CLUB, DBA PETROLEUM CLUB CAFE

_____
(Signature)

_____
(Print Name)

_____
(Title – President or Secretary)

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.

Second Reading Ordinances for December 7, 2010 (first read on November 23, 2010)

PUD2010-00005 City request to amend PUD #5, the Sunnyside Village Planned Unit Development: generally located south of Kellogg/US 54, west of Hillside Avenue. (District I)

ORDINANCE NO. 48-909

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.