

**AGENDA
CITY COUNCIL
Tuesday, August 19, 2025
9:00 AM**

The regular meeting of the City Council will be held on Tuesday, August 19, 2025 at 9:00 AM
in the City Council Chambers
455 N. Main Street, Wichita, KS 67202

OPENING OF REGULAR MEETING

Call to Order

Invocation and Pledge of Allegiance

Approve the minutes of regular meeting August 7, 2025.

AWARDS AND PROCLAMATIONS

Proclamations:

1. Saint Paul African Episcopal Church 150th Anniversary Day
2. Self Awareness Month

Awards:

Recognition of Aviation Day 2025: STEMusic Project

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral to the City Manager for information. Requests to appear will be placed on the agenda on a "first-come, first-served" basis. Except as otherwise directed by the Presiding Officer of a regular meeting: (1) this portion of the meeting is limited to twenty-five minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. Non-scheduled speakers may be allowed to speak if the twenty-five minute limit has not been reached; and (2) no speaker shall be allowed to appear more frequently than once every fourth meeting, and (3) members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the City Clerk 24 hours prior to the meeting, or by noon on the Friday prior to the meeting if the day before the meeting is a holiday. The request should state the name of the individual(s) desiring to be heard and the matter to be presented. Substitutes for the individual(s) to be heard or matters to be presented are not permitted unless the twenty-five minute limit is not reached. Item requests may be referred, at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda if the individual(s) consents to said referral. Rules of decorum will be observed and enforced as provided in this Code.

1. Arthur Stokes - Black Mold

2. John DeCesaro - The value of continued investment in the Wichita Public Library system.
3. Faith Martin - Share information about the Racial Profiling Citizens Advisory Board annual workshop.
4. Twila Purity - Fire Department wellness initiative

II. CONSENT AGENDA ITEMS 1 THROUGH 31

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately (The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 - CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Item).

COUNCIL BUSINESS

III. BOARD OF BIDS AND CONTRACTS

1. Board of Bids and Contracts dated August 18, 2025.

RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.

[08-18-2025 Board of Bids.pdf](#)

IV. PETITIONS FOR PUBLIC IMPROVEMENTS

1. Petitions for Public Improvements

RECOMMENDED ACTION: Approve the new petitions and budgets, adopt the new resolutions, and authorize the necessary signatures.

[PFPI.docx](#)

[Cedar View Village 2nd.pdf](#)

[Cherese Point.pdf](#)

[Regency Park.pdf](#)

[Resolution No. 25-367 Storm Water Drain No. 552 Cedar View Village 2nd Addition SWD #552 085625.docx](#)

[Resolution No. 25-368 Sanitary Sewer Cedar View Village 2nd Addition SS 018879.docx](#)

[Resolution No. 25-369 Water Distribution System Cherese Point Addition WDS 020605.docx](#)

[Resolution No. 25-370 Storm Water Drain No. 551 Cherese Point Addition SWD #551 085624.docx](#)

[Resolution No. 25-371 Sanitary Sewer Improvements Cherese Point Addition SS 020611.docx](#)

[Resolution No. 25-372 Paving Improvements Cherese Point Addition PV 086178.docx](#)

[Resolution No. 25-373 Water Improvements Regency Park Addition WDS 018885.docx](#)

V. UNFINISHED COUNCIL BUSINESS

1. [Design Contract for Planeview Community Center \(District III\)](#)

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

[Agenda Report V-1](#)

[Planeview Design Contract - FINAL - SFS Executed.pdf](#)

VI. NEW COUNCIL BUSINESS

1. [2026 Annual Operating Budget and 2026-2035 Capital Improvement Program](#)

RECOMMENDED ACTION: Receive public comment on the 2026 Proposed Budget and the 2026-2035 Proposed Capital Improvement Program.

[Agenda Report VI-1.docx](#)

2. [Public Hearing and Request by WUG Radiation, LLC dba Advanced Cancer Therapies for Approval of a Letter of Intent to Issue Industrial Revenue Bonds \(District II\)](#)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution and authorize the necessary signatures.

[Agenda Report VI-2.docx](#)

[Letter of Intent_WUG Radiation.docx](#)

[Resolution No. 25-374 Resolution of Intent WUG Radiation.docx](#)

3. [Public Hearing and Request by The Douglas Apartments, LLC for Approval of a Letter of Intent to Issue Industrial Revenue Bonds \(District IV\)](#)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution and authorize the necessary signatures

[Agreement for Payment in Lieu of Taxes \(PILOT\).docx](#)

[Letter of Intent.docx](#)

[Agenda_Report_VI-3_Final.docx](#)

[Resolution No. 25-375 Resolution of Intent The Douglas Apartments LLC.docx](#)

4. [Public Hearings and Request to Approve a Development Agreement, Create a Community Improvement District, Approve of Letter of Intent to Issue Industrial Revenue Bonds, and Adopt a Redevelopment Project Plan for a Full-Service Hotel Located at 229 East William \(District I\)](#)

RECOMMENDED ACTION: Close the public hearings, approve the agreement, place the ordinances on first reading, adopt the resolution and authorize the necessary signatures.

[Agenda Report VI-4.docx](#)

[Development Agreement.pdf](#)

[Ordinance 52-802 Hotel Indigo Community Improvement District.docx](#)

[Project Area 3A Project Plan Ordinance.pdf](#)

[Resolution No. 25-383 Resolution of Intent Hotel Indigo.docx](#)

5. [Amendments to Title 4.08 of the Code of the City of Wichita Relating to the](#)

Creation of a Common Consumption Area for the Consumption of Alcoholic Liquor

RECOMMENDED ACTION: Place the ordinances on first reading and authorize the necessary signatures.

[Agenda Report VI-5](#)

[4.08 Common Consumption DELINEATED 8.7.2025 Final \(002\).docx](#)
[Ordinance No. 52-797 Common Consumption.docx](#)

6. Designation of Common Consumption Area Authorizing Possession and Consumption of Alcoholic Liquor - Public Hearing and Resolution (Districts V and VI)

RECOMMENDED ACTION: Close the public hearing and adopt the resolution authorizing the designation of a Common Consumption Area and allowing the consumption of alcoholic liquor on property not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act.

[Agenda Report VI-6.docx](#)

[Delano CCA Map.pdf](#)

[Resolution No. 25-376 Common Consumption Delano.docx](#)

7. Lincoln Park Renaming (District III)

RECOMMENDED ACTION: Approve the renaming of the park as Kansas Fallen Firefighters Memorial Park.

[Agenda Report VI-7.docx](#)

8. State Revolving Fund (SRF) Loan 2 Agreement for the Biological Nutrient Removal (BNR) Program

RECOMMENDED ACTION: Approve the SRF Loan Agreement, authorize the required insurance payment, and authorize the necessary signatures.

[Agenda Report VI-8](#)

[Wichita Loan - Second C20 3049 02_FINAL for City Review-c.pdf](#)

9. Concept and Progressive Design Build Amendment No. 1 for 1st Street Bridge Over the Arkansas River (District VI)

RECOMMENDED ACTION: Approve the concept and Amendment No. 1 and authorize the necessary signatures.

[Agenda Report VI-9](#)

[2025-08-08 1st Street Bridge Owner-Design-Builder Agreement with full set of all exhibits.pdf](#)

10. Permanent Watering Restrictions Ordinance

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

[Agenda Report VI-10](#)

11. Ancillary Employee Benefits Selection

RECOMMENDED ACTION: Approve Delta Dental of Kansas, VSP and Surency as the providers for dental, vision and flexible spending administration; authorize staff to negotiate contracts with the proposed vendors; and authorize the necessary signatures.

[Agenda Report VI-11.docx](#)

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.

VII. NON-CONSENT PLANNING AGENDA - NONE

HOUSING AGENDA

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

VIII. NON-CONSENT HOUSING AGENDA

1. Public Housing Recovery Agreement Status Report

RECOMMENDED ACTION: Receive and file the HUD Recovery Agreement status update and Public Housing Disposition Update Report.

[Agenda Report VIII-1.doc](#)

[list for monthly report - August 2025.pdf](#)

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.

IX. NON-CONSENT AIRPORT AGENDA - NONE

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

Approve that pursuant to Section 2.04.090 Council Member Glasscock's travel expenses, as estimated on the Travel Authorization and Expense Form, to attend IAFCI Taskforce

Awards in Oklahoma City, OK August 26 - 27, 2025 for the purpose of representing the City of Wichita, consistent with A.R. 3.1, be approved. Upon return from travel, actual expenses shall be reported to the Controller's Office.

XI. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

Adjournment

ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 31

II. CITY COUNCIL CONSENT AGENDA ITEMS

Applications for Licenses:

1. Applications for Licenses for Cereal Malt Beverages:

a. Applications for Licenses to Retail Cereal Malt Beverages

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

[CMBs for August 19, 2025.docx](#)

2. Preliminary Estimates:

a. Preliminary Estimates

RECOMMENDED ACTION: Receive and file.

[PEsforCC_08-19-25.pdf](#)

3. Agreements/Contracts:

a. Grant with the Kansas Department of Transportation

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

[Agenda Report II-3a.doc](#)

[FY26 Urban PT-0779-26 Wichita \(624-25\).finalv2.pdf](#)

b. Contracts for Mowing

RECOMMENDED ACTION: Approve the contracts and authorize the necessary signatures

[Agenda Report II-3b.docx](#)

[Getting it Done Enterprises_25200082_vendor signed.pdf](#)

[T and G Mowing _25200081_vendor signed.pdf](#)

4. Property Acquisitions:

a. Acquisition of Temporary Construction Easement at 1401 West Douglas for the Douglas Avenue from Seneca Street to Meridian Avenue Project (District IV)

RECOMMENDED ACTION: Approve the acquisition, approve the budget, and authorize the necessary signatures.

[Agenda Report II-4a.doc](#)

[1401 W Douglas supporting documents.pdf](#)

- b. [Acquisition of a Temporary Construction Easement at 1115 West Douglas for the Douglas Avenue from Seneca to Meridian Avenue Project \(District IV\)](#)

RECOMMENDED ACTION: Approve the acquisition, approve the budget, and authorize the necessary signatures.

[Agenda Report II-4b.doc](#)

[1115 W Douglas supporting documents.pdf](#)

- c. [Acquisition of a Temporary Construction Easement at 1502 East 17th Street North for the Road Project, 17th Street North from Interstate 135 to Hillside Avenue \(District I\)](#)

RECOMMENDED ACTION: Approve the acquisition, approve the budget, and authorize the necessary signatures.

[1502 E 17th St N supporting documents.pdf](#)

[Agenda_Report_II-4c \(1\).doc](#)

5. Minutes of Advisory Boards/Commissions:

- a. [Metropolitan Area Planning Commission Minutes July 10, 2025 Wichita Airport Advisory Board Minutes July 7, 2025](#)

RECOMMENDED ACTION: Receive and file.

[2025-07-10 MAPC FINAL Minutes.pdf](#)

[WAAB July 7, 2025.pdf](#)

Uncategorized Items:

6. [Proclamation Votes](#)

RECOMMENDED ACTION: Receive and file the report.

[Agenda Report II-6.docx](#)

7. [2024 Federal Bureau of Investigation Central Kansas Safe Streets Task Force](#)

RECOMMENDED ACTION: Approve the participation of WPD detectives in the FBI Central Kansas Safe Streets Task Force

[Agenda Report II-7](#)

[FBI Safe Streets MOU.pdf](#)

8. [2025-2026 Drug Enforcement Agency High Intensity Drug Trafficking Area Task Force](#)

RECOMMENDED ACTION: Approve the 2025-2026 HIDTA grant award addendum and authorize the necessary signatures

[Agenda Report II-8](#)

9. Bond and Note Sale

RECOMMENDED ACTION: Adopt the resolutions authorizing the bonds and temporary notes; authorizing preparation of the Preliminary Official Statements in connection with the bond and note sales; approving the distribution to prospective bidders of the Preliminary Official Statements; authorizing publication and distribution of the Notices of Sale; authorizing the City Manager or his designee to award the bond and note sales subject to the parameters of the resolutions; and authorizing City staff, in consultation with bond counsel, to take such further action as is reasonably required to implement the resolutions.

[Agenda Report II-9](#)

[Resolution No. 25-377 General Obligations Bonds Sale.docx](#)

[Resolution No. 25-378 General Obligation Temporary Notes Sale.docx](#)

10. Funding and Change Order Limit Adjustment for 17th Street North from I-135 to Hillside Avenue (District I)

RECOMMENDED ACTION: Approve the change order limit adjustment resolution, adopt the amending resolution, and authorize the necessary signatures.

[Agenda Report II-10](#)

[Resolution No. 25-379 17th Street North from I-135 to Hillside.docx](#)

[Resolution No. 25-380 Change Order 17th Street North from I-135 to Hillside.docx](#)

11. Community Event with Alcohol Consumption - Wichita Wagonmasters Chili Cookoff (Districts I and VI)

RECOMMENDED ACTION: Approve the request for temporary street closures and adopt the resolution.

[Agenda Report II-11.docx](#)

[Resolution No. 25-381 Alcohol Consumption Wagonmasters Chili Cookoff.docx](#)

[Wichita Wagonmasters Chili Cookoff TED Map.pdf](#)

12. Community Event with Alcohol Consumption - ICT Margarita Festival (District I)

RECOMMENDED ACTION: Approve the request for temporary street closures and adopt the resolution.

[Agenda Report II-12.docx](#)

[Resolution No. 25-382 Alcohol Consumption ICT Margarita Festival.docx](#)

[ICT Margarita Festival TED Map.pdf](#)

13. First Reading of an Ordinance Authorizing the City to Issue Industrial Revenue Bonds for the Douglas Market Development Project (District I)

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

[Agenda Report II-13.docx](#)

[Ordinance No. 52-799 Douglas Market Development Project AC Hotel.docx](#)

14. First Reading of the Bond Ordinance to Issue Industrial Revenue Bonds (DIDCOT and Mid-Continent Instruments) (District II)

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

[Agenda Report II-14.docx](#)

[Ordinance No. 52-800 DIDCOT and Mid-Continent Instruments.docx](#)

15. Authorization of the Second Five-Year Tax Exemption (BG Products, LLC) (District III)

RECOMMENDED ACTION: Approve the second five-year 83% ad valorem tax exemption for BG Products.

[Agenda Report II-15.docx](#)

16. Authorization of the Second Five-Year Tax Exemption (WAM #6, LLC) (District II)

RECOMMENDED ACTION: Approve the second five-year 50% ad valorem tax exemption for WAM Investments #6, LLC.

[Agenda_Report_II-16.docx](#)

17. Authorization of the Second Five-Year Tax Exemption (IH2, LLC) (District IV)

RECOMMENDED ACTION: Approve the second five-year 50% ad valorem tax exemption for IH2 LLC.

[Agenda_Report_II-17.docx](#)

18. Authorization of the Second Five-Year Tax Exemption (Bombardier Learjet) (District IV)

RECOMMENDED ACTION: Approve the second five-year 100% ad valorem tax exemption for Bombardier Learjet.

[Agenda_Report_II-18.docx](#)

19. **Second Reading Ordinances:**

- a. SECOND READING ORDINANCES FOR AUGUST 19, 2025 (FIRST READ AUGUST 12, 2025) ORDINANCE NO. 52-792 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-SEDWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED. An ordinance changing zoning at 1202 North Gow. ORDINANCE NO. 52-793 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-SEDWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED. An ordinance changing zoning at 428 South Laura and 427 South Pattie Avenue. ORDINANCE NO. 52-794 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. An ordinance changing zoning at 39th Street South and Rock Road. ORDINANCE NO. 52-795 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. An ordinance changing zoning at 600 North Greenwich Road. ORDINANCE NO. 52-796 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.

RECOMMENDED ACTION: Adopt the ordinances.

[List of Second Read Ordinances August 19, 2025.docx](#)

II. CONSENT PLANNING AGENDA ITEMS

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

20. ANX25-08: Laham Holding Company, LLC; Robert & Catherine Wells MAP Trust dated August 12, 2013; Richard H. Wells, and: Marilyn R. Wells Requests the Annexation of Land; Generally Located on the Southwest Corner of East 45th Street North and North Greenwich Road (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

[Agenda Report II-20.docx](#)

[A25-08 Map Sheet.docx](#)

[A25-08 Ordinance.doc](#)

21. SUB2025-00027 - Plat of University United Methodist Church Addition Located North Along East 21st Street North and East and West of North Yale Avenue (District I).

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

[Agenda Report II-21.docx](#)

[SUB2025-00027 University United Methodist Church Addition - Restrictive Covenant.pdf](#)

[SUB2025-00027 University United Methodist Church Addition-Plat.pdf](#)

22. SUB2025-00028 - Plat of Cedar View Village 2nd Addition Located North of East Lincoln Street and Within a Quarter Mile East of South Greenwich Road (District II).

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

[Agenda Report II-22.docx](#)

[SUB2025-00028 Cedar View Village 2nd Addition - Certificate of Petition.pdf](#)

[SUB2025-00028 Cedar View Village 2nd Addition - Restrictive Covenant.pdf](#)

[SUB2025-00028 Cedar View Village 2nd Addition - Notice of PUD.pdf](#)

[SUB2025-00028 Cedar View Village 2nd Addition - Plat.pdf](#)

23. VAC2025-00022 Request in the City to Vacate a Platted Utility Easement; Generally Located on the North Side of West MacArthur Road and a Half Mile East of South Hoover Road (3950 South Baehr Street). (District IV)

RECOMMENDED ACTION: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four of seven votes required) and authorize the necessary signatures.

[Agenda Report II-23.docx](#)

[VAC2025-00022 WCC Supporting Documents.docx](#)

[VAC2025-00022 Excerpt Minutes.docx](#)

[VAC2025-00022 Vacation Order.docx](#)

24. ANX2025-00007 RBR Land, LLC Requests the Annexation of Land; Generally Located Within One-Half Mile South of East 29th Street North and Within One-Quarter Mile West of North 159th Street East. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

[Agenda Report II-24.docx](#)

[A25-07 Map Sheet.doc](#)

[Ordinance No. 52-801 A25-07.doc](#)

II. CONSENT HOUSING AGENDA ITEMS

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

25. Sale of 2054 North Piatt Avenue (District I)

RECOMMENDED ACTION: Approve the contract, authorize the necessary signatures, and authorize any necessary budget adjustments for proceeds and disposition expenses.

[Agenda Report II-25.doc](#)

[Real Estate Agreement - 2054 N. Piatt.pdf](#)

26. Sale of 2915 East Shadybrook Lane (District I)

RECOMMENDED ACTION: Approve the contract, authorize the necessary signatures, and authorize any necessary budget adjustments for proceeds and disposition expenses.

[Agenda Report II-26.doc](#)

[Real Estate Agreement 2915 E. Shadybrook.pdf](#)

27. Sale of 3017 East Shadybrook Lane (District I)

RECOMMENDED ACTION: Approve the contract, authorize the necessary signatures, and authorize any necessary budget adjustments for proceeds and disposition expenses.

[Agenda Report II-27.doc](#)

[Real Estate Agreement 3017 E. Shadybrook.pdf](#)

II. CONSENT AIRPORT AGENDA ITEMS

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

28. Grant Agreements - Airport Terminal Modifications - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Accept the grant agreements and authorize the necessary signatures.

[Agenda Report II-28.docx](#)

[Application for Financial Assistance, Standard Form 424.pdf](#)

[Build Kansas Grant Submission_ Wichita Airport Authority.pdf](#)

29. Grant Agreements - Land Acquisition - Colonel James Jabara Airport.

RECOMMENDED ACTION: Accept the grant agreements and authorize the necessary signatures.

[Agenda Report II-29.doc.docx](#)

[Application for Financial Assistance, Standard Form 424.pdf](#)

[Kansas Infrastructure Hub Submission Manager - Build Kansas Fund Application.pdf](#)

30. Grant Agreements - 2024 Airfield Pavement Rehabilitation - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Accept the grant agreements and authorize the necessary signatures.

[Agenda Report II-30.docx](#)

[Application for Financial Assistance, Standard Form 424_IJJA.pdf](#)

[Application for Financial Assistance, Standard Form 424_Supplemental.pdf](#)

[Kansas Infrastructure Hub Submission Manager - Build Kansas Fund Application.pdf](#)

31. Airfield Pavements - Colonel James Jabara Airport.

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

[Agenda Report II-31.docx](#)
[AAO TWY A1 - CO2 part exec.pdf](#)

Wichita, Kansas
August 18, 2025
10:00 a.m., Monday
Teams Online Meeting

MINUTES – BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Kim Pelton, Management Analyst, Martha Strayer, Administrative Assistant, both representing Public Works & Utilities, Josh Lauber, Purchasing Manager, representing Purchasing, Shayla Franklin, Treasurer, representing Finance, Lindsey Vogt, CIP Coordinator, representing Budget, Zamarria Ball, Management Fellow, and Leah Sisco, Administrative Aide, both representing the City Manager's Office.

Minutes of the regular meeting dated August 11, 2025 were read and on motion approved.

Bids were opened August 8, 2025, pursuant to advertisements published on:

Telehandler 8,000lb Rated Capacity

All Around Access LLC	\$132,895.00
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Grinding Tree Debris at Brooks Landfill

Evergreen Recycle LLC*	Group 1 \$357,600.00
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*See Exhibit B for Itemized Pricing in the Formal Bid Report

*Contract term 1 year w/ 4– 1 year options to renew

Brodart McNaughton Book Leasing Subscription

Brodart Co.*	Year 1 \$22,380.00
	Year 2 \$22,380.00
	Year 3 \$22,380.00
	Year 4 \$22,380.00
	<u>Year 5 \$22,380.00</u>
	Aggregate Total \$111,900.00

*Purchases Utilizing Sole Source of Supply Ordinance No. 51-938 Section 2.64.020 (b)

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

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

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant
Department of Public Works & Utilities

Zamarria Ball for Shinita Rice
Shinita Rice, Deputy City Clerk



FORMAL BID & CONTRACTS REPORT EXHIBIT A

TO: Robert Layton, City Manager
DATE: August 18, 2025

PURCHASING BIDS – JOSH LAUBER, PURCHASING MANAGER

August 8, 2025

1. Telehandler 8,000lb Rated Capacity – Public Works & Utilities Department/Sewer Treatment Division
All Around Access LLC \$132,895.00
 2. Grinding Tree Debris at Brooks Landfill – Public Works & Utilities Department/Environmental Health Div.
Evergreen Recycle LLC Group 1 \$357,600.00

(See Exhibit B for Itemized Pricing in the Formal Bid Report)

(Contract term 1 year w/ 4-1 year options to renew)

- ### 3. Brodart McNaughton Book Leasing Subscription – Wichita Library

Brodart Co.

Year 1	\$22,380.00
Year 2	\$22,380.00
Year 3	\$22,380.00
Year 4	\$22,380.00
Year 5	\$22,380.00

Aggregate Total \$111,900.00

(Purchases Utilizing Sole Source of Supply Ordinance No. 51-938 Section 2.64.020 (b))

Jason Brogden
for Josh L. Lauber
Purchasing Manager

Bid No. 250232 Telehandler 8,000lb Rated Capacity			All Around Access LLC				D&D Equipment & Sales Inc			
Items	QTY	UOM	Manufacturer	Model	UnitPrice	TotalCost	Manufacturer	Model	UnitPrice	TotalCost
Base Bid: New Unused Telehandler 8,000lb Rated Capacity per specifications	1	LS	JLG/Skytrak	8042	\$132,895.00	\$132,895.00	Genie	GTH844	\$138,719.00	\$138,719.00

Award 08-19-2025 Public Works & Utilities Department/Sewer Treatment Division

KanEquip/ JCB				OCTANE FORKLIFTS INC				Technology International, Inc.*			
Manufacturer	Model	UnitPrice	TotalCost	Manufacturer	Model	UnitPrice	TotalCost	Manufacturer	Model	UnitPrice	TotalCost
JCB	509-42	\$139,500.00	\$139,500.00	JLG	8042	\$158,510.00	\$158,510.00	Noblelift	FTH60N	\$66,500.00	\$66,500.00

* Does not meet spec

Bid No. 250221 Grinding Tree Debris at Brooks Landfill			Evergreen Recycle LLC		Smithey Environmental Services, LLC.		Wright Tree Service, Inc.	
Items	QTY	UOM	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
GROUP 1								
Grind wood stock into wood chips 8 inches or finer per specifications	240000	CY	\$1.49	\$357,600.00	\$2.25	\$540,000.00	\$3.10	\$744,000.00
Total Cost for Group 1				\$357,600.00		\$540,000.00		\$744,000.00
GROUP 2								
Grind wood stock into wood chips 4 inches or finer per specifications	240000	CY	No Bid	\$0.00	\$2.75	\$660,000.00	No Bid	\$0.00
Total Cost for Group 2				\$0.00		\$660,000.00		\$0.00
GROUP 3								
Grind 50% of wood stock into wood chips 8 inches or finer, 40% of wood stock into 4 inches or finer, and 10% of wood stock into wood chips 0.5 inches or finer per specifications	240000	CY	No Bid	\$0.00	\$2.50	\$600,000.00	No Bid	\$0.00
Total Cost for Group 3				\$0.00		\$600,000.00		\$0.00

Award 08-19-2025 Group 1 Public Works & Utilities Department/Environmental Health Division

August 18, 2025

Purchases Utilizing Sole Source of Supply

Ordinance No. 51-938 Section 2.64.020 (b)

SUBJECT: Brodart McNaughton Book Leasing Subscription

Item Description	Price
Subscription and Book Leasing 07/01/25-06/30/26	\$22,380.00
Subscription and Book Leasing 07/01/26-06/30/27	\$22,380.00
Subscription and Book Leasing 07/01/27-06/30/28	\$22,380.00
Subscription and Book Leasing 07/01/28-06/30/29	\$22,380.00
Subscription and Book Leasing 07/01/29-06/30/30	\$22,380.00
Aggregate 5 Year TOTAL \$111,900.00	

Wichita Public Library utilizes this subscription service to lease printed materials, including books, to meet customer demand. When patron demand has subsided, the Library is able to return the books allowing shelf space to be realized for new titles. Wichita Public Library is able to keep 20% of the leased books with the option to purchase any titles above that amount for a significantly reduced price.

Department: Wichita Library

Competitive Exemption	Vendor	Reference Authority	Cost
25-9065	Brodart Co.	Ordinance No.51-938 Section 2.64.020 (b)	\$111,900.00



City of Wichita
Finance Department/Purchasing Division
455 N. Main St, 12th Floor, Wichita, KS 67202
Phone: (316) 268-4636
purchasing@wichita.gov
<https://wichita.gov/purchasing>
<https://wichita.gov/procurementportal>

OPEN PUBLIC OPPORTUNITIES

Solicitations on this list HAVE BEEN ISSUED by the Purchasing Division.

August 18, 2025

Department	Number	Description	Due Date
PWU	RFB - 250233	58,000 GVWR Dump Trucks	22-Aug
PWU	RFB - 250242	SWS #800 Old Town Slotted Trench Drains	22-Aug
PWU	RFP - 250208	A Partner for Home Weatherization for Low-Income Residents Under the Energy Efficiency and Conservation Block Grant	22-Aug
Human Resources	RFP - 250222	Seasonal and Temporary Employee Services	22-Aug
MABCD	RFP - 250239	Illegal Dumping Cleanup	22-Aug
Housing	RFB - 250245	Roof and Gutter Replacement at twenty-five (25) Residential Sites	29-Aug
PWU	RFB - 250255	Water Main Line Replacement - St. Paul and Newell Streets	29-Aug
PWU	RFB - 250256	27" Sanitary Sewer Main Improvements to serve Yellowstone Addition	29-Aug
PWU	RFB - 250257	2025 Outsourced Pavement Preservation Program CIP Localized Street Repair	29-Aug
PWU	RFI - 250199	Biogas Utilization Program	29-Aug
MABCD	RFP - 250200	Private Property - Commercial Dumpster Rental	29-Aug
Police	RFP - 250248	Real-Time Situational Awareness and Incident Management Platform for Public Safety	29-Aug
Park	RFB - 250246	Tree and Stump Removal MacDonald Golf Course	5-Sep
PWU	RFB - 250254	Hess Reservoir Site Valve Replacement Package 3	5-Sep
PWU	RFP - 250243	Consultant for Lincoln Street Dam	5-Sep
PWU	RFB - 250241	Service and Maintenance of Groundwater Extraction Remediation Wells	12-Sep
PWU	RFB - 250249	BNR - Plant 1 Odor Control and SCADA Improvements	12-Sep
Fleet	RFB - 250253	31,000 GVWR Cab & Chassis Flatbed Winch Truck	12-Sep
PWU	RFB - 250258	Construction of Concrete Path at Sycamore Park	12-Sep
PWU	RFB - 250259	OJ Watson Park Concession Building Landscape Improvements	19-Sep
Library	RFP - 250244	Integrated Library System	26-Sep

To view the open public opportunity, please visit the City's Procurement Portal and follow these instructions:

<https://wichita.gov/procurementportal>

Procurement Portal Instructions: Select the, "Open Public Opportunities" tab. Once within the *Open Public Opportunities* listing, identify the Project of interest and select, "View Opportunity" to view project details. Within the *Project Details page* the, "Supporting Documentation" section will display all project files including the solicitation document, appendices, and published addendum. Select, "Download" to electronically view and save project documentation.

The Due Date represents the date the bid/proposal is due to the Purchasing Division. City Council Members, please notify Josh L. Lauber, Purchasing Manager, at jlauber@wichita.gov or phone (316) 268-4426 (direct), if you are interested in participating in the Staff Screening & Selection Committee review or would like a copy of the Solicitation document.

PETITIONS FOR PUBLIC IMPROVEMENTS

TO: Robert Layton, City Manager
DATE: August 19, 2025

Public Works & Utilities Department/Engineering Division

The signatures on the petitions represents 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

NEW PETITIONS FOR PUBLIC IMPROVEMENTS – PAUL GUNZELMAN, CITY ENGINEER

Cedar View Village 2nd Addition (south of Kellogg, east of Greenwich Road) (District II). The project will provide drainage and sewer improvements required for a new residential development.

NEW PETITIONS

Storm Water Drain Improvements: **Budget**
458-2025-085625 \$102,000

Sanitary Sewer Improvements: **Budget**
468-2025-018879 \$21,000

Cherese Point Addition (south of MacArthur Road, east of 119th Street West) (District IV). The project will provide water, drainage, sewer, and paving improvements required for a new residential development.

NEW PETITIONS

Water Improvements: **Budget**
448-2025-020605 \$149,000

Storm Water Drain Improvements: **Budget**
458-2025-085624 \$123,000

Sanitary Sewer Improvements: **Budget**
468-2025-020611 \$275,000

Paving Improvements: **Budget**
472-2025-086178 \$356,000

Regency Park Addition (south of 29th Street North, west of Greenwich Road) (District II). The project will provide water improvements required for a new residential development.

NEW PETITION

Water Improvements: **Budget**
448-2025-018885 \$70,000

It is recommended that the City Council approve the new petitions and budgets, adopt the new resolutions, and authorize the necessary signatures.

**Paul Gunzelman, P.E.
City Engineer**

**PETITION
GRADING – CEDAR VIEW VILLAGE 2ND ADDITION**

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of grading improvements to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are \$102,000.00, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are \$0, for a total of \$102,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount, to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

CEDAR VIEW VILLAGE 2ND ADDITION

Lots 1 through 7, Block 1;

Lots 1 through 7, Block 2;

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (14 lots)**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

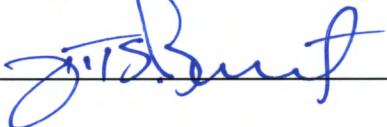
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

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Signature	Dated	Property Owned Within Proposed Improvement District
BENNETT GROUP, LLC a Kansas limited liability company 		CEDAR VIEW VILLAGE 2ND ADDITION Lots 1 through 7, Block 1; Lots 1 through 7, Block 2;
Jeff S. Bennett, Owner		

THIS PETITION was filed in my office on 7/31/25; and was examined, considered and found sufficient by the Governing Body on _____.




Shirley Reu
Deputy City Clerk

**PETITION
SANITARY SEWER – CEDAR VIEW VILLAGE 2ND ADDITION**

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are \$21,000.00, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are \$0.00, for a total of \$21,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount, excluding acquisition costs for such previously owned improvements, to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

CEDAR VIEW VILLAGE 2ND ADDITION

Lots 1 through 7, Block 1;
Lots 1 through 7, Block 2;

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (14 lots)**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

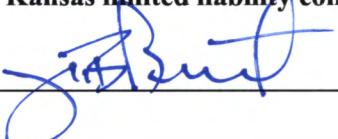
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

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Signature	Dated	Property Owned Within Proposed Improvement District
BENNETT GROUP, LLC a Kansas limited liability company 		CEDAR VIEW VILLAGE 2ND ADDITION Lots 1 through 7, Block 1; Lots 1 through 7, Block 2;
Jeff S. Bennett, Owner		

THIS PETITION was filed in my office on 7/31/25; and was examined, considered and found sufficient by the Governing Body on _____.




Shirley New
Deputy City Clerk

\$

448-2025-020605

PETITION
WATER DISTRIBUTION SYSTEM – CHERESE POINT ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are \$149,000.00, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are \$0.00, for a total of \$149,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount, excluding acquisition costs for such previously owned improvements, to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Cherese Point Addition

Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (15 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

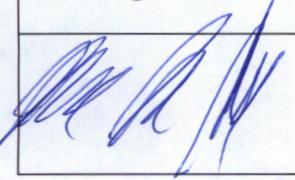
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

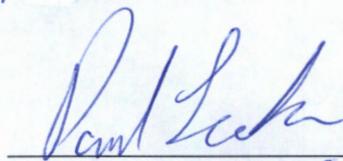
3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Ownership	Name, Title	Property Owned Within Proposed Improvement District
	5/16/25	TCRS, LLC	Rachel Lange-Mills, Managing Member	Lots 1-6, Block A & Lots 1-9, Block B, Cherese Point Addition.

THIS PETITION was filed in my office on 7/16/25.



Deputy City Clerk

\$
SWD #551
PETITION 458-2025-085624
STORM DRAINAGE IMPROVEMENTS – CHERESE POINT ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a Storm Sewer Drainage System including earthwork, storm sewer mains, inlets, pipes, culverts, swales, and appurtenances to serve the improvements District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are **\$123,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0.00**, for a total of **\$123,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount, excluding acquisition costs for such previously owned improvements, to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Chereese Point Addition

Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (15 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

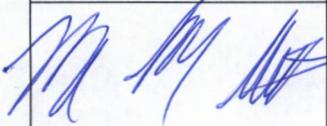
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

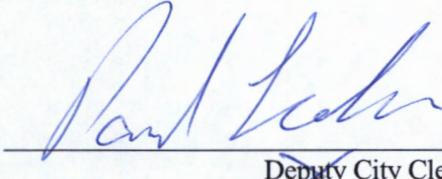
3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

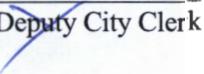
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Ownership	Name, Title	Property Owned Within Proposed Improvement District
	5/16/25	TCRS, LLC	Rachel Lange-Mills, Managing Member	Lots 1-6, Block A & Lots 1-9, Block B, Cherese Point Addition

THIS PETITION was filed in my office on 7/16/25.



Deputy City Clerk


468-2025-020611
PETITION
SANITARY SEWER IMPROVEMENTS – CHERESE POINT ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of lateral Sanitary Sewer, including necessary sewer mains and appurtenances to serve the improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are **\$275,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0.00**, for a total of **\$275,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount, excluding acquisition costs for such previously owned improvements, to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Chereese Point Addition

Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (15 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

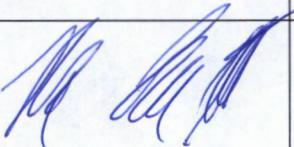
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

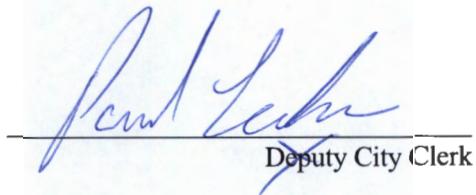
3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Ownership	Name, Title	Property Owned Within Proposed Improvement District
	5/16/25	TCRS, LLC	Rachel Lange-Mills, Managing Member	Lots 1-6, Block A & Lots 1-9, Block B, Cherese Point Addition

THIS PETITION was filed in my office on 7/16/25.



Paul Lehn
Deputy City Clerk

\$

**PETITION 472-2025-086178
PAVING IMPROVEMENTS – CHERESE POINT ADDITION**

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement within Cherese Point Addition between MacArthur Rd. and 500’ South, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements are **\$356,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0.00**, for a total of **\$356,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount, excluding acquisition costs for such previously owned improvements, to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Cherese Point Addition
Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per lot (15 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

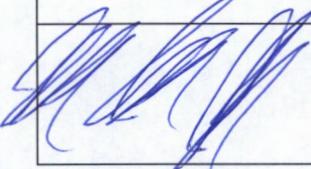
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

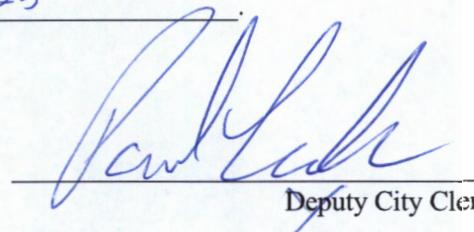
3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Ownership	Name, Title	Property Owned Within Proposed Improvement District
	5/16/25	TCRS, LLC	Rachel Lange-Mills, Managing Member	Lots 1-6, Block A & Lots 1-9, Block B, Cherese Point Addition

THIS PETITION was filed in my office on 7/16/25.



Paul Clark
Deputy City Clerk

**PETITION
WATER IMPROVEMENTS
REGENCY PARK ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements are \$70,000, for a total of \$70,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

PARCEL B:

The south 115.00 feet of the north 233.95 feet of Lot 5, Block 1,
Regency Park Addition, an Addition to Wichita, Sedgwick County, Kansas

PARCEL C:

The north 233.95 feet of Lot 5, Block 1, Regency Park Addition,
An Addition to Wichita, Sedgwick County, Kansas,
EXCEPT the south 115 feet of the north 233.95 feet thereof.

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: equally per Parcel (2 Parcels).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

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Signature	Dated	Property Owned Within Proposed Improvement District
Greenwich Retail Development LLC  By: _____ Bradley R. Saville, Manager	_____ <u>7/11/2025</u>	Parcel B and Parcel C

THIS PETITION was filed in my office on 7/24/25; and was examined, considered and found sufficient by the Governing Body on _____



Shirley Niu
Deputy City Clerk

RESOLUTION NO. 25-367**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 552 - CEDAR VIEW VILLAGE 2ND ADDITION) (458-2025-085625).**

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of grading improvements to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements are **\$102,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0** for a total of **\$102,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CEDAR VIEW VILLAGE 2ND ADDITION
Lots 1 through 7, Block 1;
Lots 1 through 7, Block 2;

to the City of Wichita, Sedgwick County, Kansas.

- (d) The proposed method of assessment is: **equally per lot (14 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 25-368**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER – CEDAR VIEW VILLAGE 2ND ADDITION) (468-2025-018879).**

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements are **\$21,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0** for a total of **\$21,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

CEDAR VIEW VILLAGE 2ND ADDITION

**Lots 1 through 7, Block 1;
Lots 1 through 7, Block 2;**

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (14 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 25-369**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – CHERESE POINT ADDITION) (448-2025-020605).**

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements are **\$149,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0.00**, for a total of **\$149,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Cherese Point Addition
Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (15 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 25-370**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 551 – CHERESE POINT ADDITION) (458-2025-085624).**

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a Storm Sewer Drainage System including earthwork, storm sewer mains, inlets, pipes, culverts, swales, and appurtenances to serve the improvements District defined below.

(b) The estimated or probable cost of the proposed Improvements are **\$123,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0.00**, for a total of **\$123,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Cherese Point Addition
Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (15 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 25-371**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS – CHERESE POINT ADDITION) (468-2025-020611).**

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral Sanitary Sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements are **\$275,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0.00**, for a total of **\$275,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Cherese Point Addition
Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (15 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 25-372**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – CHERESE POINT ADDITION) (472-2025-086178).**

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement within Chereese Point Addition between MacArthur Rd. and 500' south, with drainage to be installed where necessary.

(b) The estimated or probable cost of the proposed Improvements are **\$356,000.00**, the acquisition costs of improvements already owned by the City and previously financed by the issuance of revenue bonds are **\$0.00**, for a total of **\$356,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Chereese Point Addition
Lots 1-6, Block A
Lots 1-9, Block B

to the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (15 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 25-373**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS – REGENCY PARK ADDITION) (448-2025-018885).**

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements are **\$70,000.00**, for a total of **\$70,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

PARCEL B:

**The south 115.00 feet of the north 233.95 feet of Lot 5, Block 1,
Regency Park Addition, an Addition to Wichita, Sedgwick County, Kansas.**

PARCEL C:

**The north 233.95 feet of Lot 5, Block 1, Regency Park Addition,
An Addition to Wichita, Sedgwick County, Kansas,
EXCEPT the south 115 feet of the north 233.95 feet thereof.**

To the City of Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per Parcel (2 Parcels)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the reconfigured area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to, and accepted by, the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Design Contract for Planeview Community Center (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Unfinished Business

Recommendation: Approve the design contract.

Background: The Colvin Neighborhood Resource Center (NRC) was constructed in the 1970s and is attached to Colvin Elementary School in the Planeview neighborhood. The approximately 3,000 square feet building primarily consists of office space, is functionally challenged, and not adequate for the Office of Community Services operations, the Department of Park & Recreation programming, or the needs of the community. A key challenge is the lack of infrastructure for technology and resource engagement, which limits the programming opportunities. The Department of Park & Recreation is unable to expand services beyond Unified School District (USD) 259 partnered activities due to the lack of physical space.

Analysis: The Planeview neighborhood was initially developed in 1943 on 500 acres of land bound by Pawnee at the north, 31st Street at the south, Hillside at the west, and George Washington Boulevard and the Kansas Turnpike on the south. Built as temporary housing for aircraft manufacturing during the height of World War II, the area has lacked significant development since creation, leading to a state of housing deterioration and overall community decline. The current median home value is \$70,882, significantly lower than the \$270,000 median home value in Wichita overall. The community is made up of 1,217 households with a total population of 3,494. Of this population the median household income is \$31,587, leaving 46% of the households below the poverty level with 21.7% of households making less than \$15,000 annually.

Planeview residents look to the Colvin NRC for more youth engagement and development, health and disability services, and continuing education programming in addition to normal NRC operations. These specific community needs are high with 43.87% of households home to someone with a disability and 18.3% of the population without health insurance. Additionally, 33.69% of the population are 18 years old or younger and of those over the age of 18, 14.9% lack a high school diploma highlighting the need for education programming geared towards youth and those looking for General Education Development (GED). Furthering the gap between needs and resources, 20.79% of households are without a vehicle to best meet the needs of the community resources need to be local.

The Office of Community Services finds itself increasingly turning away community partner organizations that could assist with the needs listed above due to lack of physical space. Turned away partner programs include, but are not limited to:

- HopeNet's Bridges Out of Poverty classes;
- Kansas Hispanic Education and Development Foundation GED classes;
- Salud & Bienestar's health and wellness programming;
- YMCA youth engagement programming;
- Project Access's uninsured healthcare programming;
- Sedgwick County Health Department's health literacy classes; and
- Wichita Animal Action League's youth education and animal welfare programming.

There is a critical need for a facility that provides a functional, safe and engaging environment for a diverse collection of programming and activities that will serve to increase the quality of life in the neighborhood. Planned programming will focus on technology, educational services, health and fitness (including a basketball court), outdoor amenities, and other community programs. To accommodate these programs a new computer lab, gymnasium, meeting space, and training rooms are needed.

In summer 2024, staff and an architect evaluated the feasibility of repurposing Jardine Middle School (JMS) for the Planeview Community Center (PCC). The evaluation concluded the following:

- 40,000 of the existing 114,000 square feet (sf) JMS space would be rolled into the project, more than double the size necessary for programming needs – structure layout and location of mechanical, electrical, and plumbing equipment limit how the building can be parceled out;
- Approximately 8,000 of the 40,000 sf is auditorium, limiting programmable space;
- Interior remodel is required for planned renovation areas;
- Building modifications will be needed to meet current fire, Americans with Disability Act, and building code requirements;
- Hazardous material remediation is needed; and
- Roof replacement is necessary.

The architect also recommended a new entrance containing administration offices and lobby space to be located adjacent to the existing parking lot on the north side of JMS to provide better access to the facility.

Jardine Middle School is listed at \$2,900,000, equating to approximately \$25/sf. Negotiations with USD 259 for 40,000 sf based on the rate of \$25/sf would need to occur, for an estimated purchased price of \$1,000,000. In addition, it would be requested of USD 259 to demolish the remainder of the building to minimize vandalism, theft, and degradation of the unoccupied portion.

The following cost evaluations were considered:

	JMS	PCC
Building Space	40,000 sf	17,000 sf
New Construction Costs (estimated)	\$2,000,000	\$9,937,299
Deferred Maintenance & Renovation Costs (estimated)	\$8,000,000	\$0
Property Acquisition & Building Demo Costs(estimated)	\$1,000,000	\$0
Total Estimated Cost	\$11,000,000	\$9,937,299

The analysis concluded that upfront costs for remodeling JMS, including annual costs for maintaining more than double the space needed, are more expensive than building a new community center. The proposed PCC is projected to be approximately 17,000 square feet. The proposed site of the PCC is adjacent to the existing Neighborhood Resource Center and Colvin Elementary School where before and after school programming is currently held. Students could walk to the PCC in lieu of having to be transported from Colvin to JMS. Existing parking areas will also be expanded to accommodate increased traffic and occupancy levels.

On February 28, 2025, City staff issued a Request for Qualifications for the Architectural Services for the facility. Four proposals were received. The Staff Screening and Selection Committee reviewed the proposals and interviewed three vendors. Based on presentation, understanding of project objectives and tasks, qualifications and experience of value engineering, and interview performance, the Committee recommends SFS Architecture. The contract has been prepared accordingly.

Financial Considerations: The cost of the design contract is \$820,565. The existing budget of \$9,937,299 was approved by the City Council on January 2, 2024, and is funded by General Obligation bonds.

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

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

Attachment: Design contract.

CONTRACT FOR DESIGN SERVICES

Planeview Community Center

THIS AGREEMENT, made and entered into this 7th day of August, 2025, by and between THE CITY OF WICHITA, KANSAS, A Municipal Corporation, hereinafter referred to as "**OWNER**" AND SFS ARCHITECTURE, INC. hereinafter referred to as "**CONSULTANT**."

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

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

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

WHEREAS, **CONSULTANT** is qualified to perform the desired services, and has submitted the proposal most advantageous to **OWNER**,

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

I. PURPOSE

The **OWNER** has chosen to construct the project on or near the current Colvin Elementary School, located on or near Planeview Park, 2820 S. Roosevelt Street, Wichita, KS. The PROJECT is intended to construct the Center to where it is aligned with current and future programming needs to better serve the needs of the Planeview community, as more specifically described in the Scope of Services in Exhibit A. The **OWNER'S** construction budget for that scope is approximately seven million, eight hundred seventy thousand dollars (\$7,870,000). The **OWNER** will employ the **CONSULTANT** to perform all necessary professional services described below in connection with the Design, Construction Documents, and Construction Administration included in the PROJECT.

II. THE CONSULTANT AGREES

- A. To provide the various technical and professional services, materials, equipment and transportation to perform the tasks as outlined in the EXHIBIT "A" – SCHEDULE AND SCOPE OF SERVICES.
- B. To attend meetings with the **OWNER** and other local stakeholders as necessitated by EXHIBIT "A."

- C. To make available during regular office hours, all calculations, sketches, documents and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.
- D. To the extent allowed by law, to indemnify, keep and save harmless the **OWNER**, its, officials and employees against damages and judgments that may result from the **CONSULTANT**'s or its agents', officers' or employees' intentional or negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons, damage to property or other liability loss. The **CONSULTANT** shall require all sub-consultants to indemnify, keep and save harmless the **OWNER** in the same manner as is required of the **CONSULTANT** in the Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **CONSULTANT** and, where relevant to method of payment, to make such material available at its office at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER** or his representatives.
- F. To comply with the requirements of EXHIBITS B and C, which are attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in EXHIBIT "A."
- H. To complete the services to be performed by **CONSULTANT** within the time allotted in the attached schedule for the PROJECT jointly developed by **OWNER** and **CONSULTANT**; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER**, or for other unavoidable delays beyond the control of the **CONSULTANT**, including the delays of the General Contractor occurring during the Construction Phase.
- I. To represent to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. **CONSULTANT** further represents, that all designs, drawings, and other work or material furnished by **CONSULTANT**, its agents, employees and subcontractors under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions. The standard of care for all professional services performed or furnished by **CONSULTANT** under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. **OWNER** shall not be responsible for discovering deficiencies in the technical accuracy of **CONSULTANT**'s services. **CONSULTANT** shall correct

deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in **OWNER**-furnished information.

- J. **CONSULTANT** shall procure and maintain such insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000 per occurrence. In addition, **CONSULTANT** will procure and maintain a Workers' Compensation and Employer's Liability Policy that covers claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Workers' Compensation Law. The liability limit shall be not less than:

Workers' Compensation - Statutory
Employer's Liability - \$1,000,000 each occurrence

Further, a Commercial General Liability policy shall be procured and maintained by the **CONSULTANT** that shall be written in a comprehensive form and shall protect **CONSULTANT** against all claims arising from injuries to persons (other than **CONSULTANT'S** employees), damage to property of the **OWNER** or third parties or other liability loss arising out of any negligent act or omission of **CONSULTANT**, its agents, officers, employees or subcontractors in the performance of the services under this Agreement. The liability limit shall not be less than \$1,000,000.00 per occurrence for bodily injury, death, property damage and other liability loss. **CONSULTANT** shall file satisfactory certificates of insurance with the **OWNER** before the time **CONSULTANT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days' written notice by the insurance company before such policy is canceled.

- K. **CONSULTANT** further agrees that this Agreement and any subcontracts for work required by this Agreement shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void.
- L. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **CONSULTANT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The designated Project Manager shall be the person identified for that role by **CONSULTANT** in its response for the Request for Proposals unless otherwise approved by **OWNER**, which approval shall not be unreasonably denied. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager will coordinate all aspects of this PROJECT through the **OWNER'S** Project Manager. Any requests from any other staff that would affect the PROJECT schedule **MUST** be approved by the **OWNER'S** Project Manager. No request from any party, including the Project Manager, shall affect the PROJECT's identified not-to-exceed cost, unless approved in advance by the **OWNER's** governing body.

III. THE OWNER AGREES

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**.
- B. To provide standards as required for the PROJECT.
- C. To pay the **CONSULTANT** for its services in accordance with the requirements of this Agreement.
- D. To provide reasonable right of entry for **CONSULTANT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise the **CONSULTANT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **CONSULTANT** of any changes in the person designated Project Manager.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT** in a timely fashion.
- G. To the extent allowed by law, to indemnify, keep and save harmless **CONSULTANT** against all damages and judgments for injuries to persons, damage to property or other liability loss arising from or caused by intentional or negligent errors, omissions, or negligent acts of **OWNER**, its agents, servants, or employees occurring in the performance of its obligations under this Agreement.

IV. PAYMENT PROVISIONS

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

- A. Payments to the **CONSULTANT** for the performance of Architectural and Engineering services required by this Agreement shall be as defined in Exhibit "A", and is limited to a fixed PROJECT fee (including reimbursable expenses and

supplemental agreements for FFE design & procurement consulting and art project administration & artist pass-through, if exercised) of one million one hundred twenty thousand five hundred sixty-five dollars (\$1,120,565) to be paid on scope of work milestones as derived from the Statement of Qualifications received March 28th, 2025, and Fee Proposal received July 3rd, 2025, and which shall constitute complete compensation for the services.

- B. Payments are payable to the **CONSULTANT** for undisputed work within thirty (30) days from the date of receipt of invoice. If any invoice for undisputed amounts is outstanding for more than thirty (30) days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **CONSULTANT** under this Agreement are contingent upon payment of fees by the **OWNER**. This provision shall be interpreted in conformity with the Kansas Fairness in Public Construction Contract Act.
- C. When requested by the **OWNER**, the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. **CONSULTANT** serving as a witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this Agreement that City requires to be added to the project due to significant modifications to scope or design by OWNER. **CONSULTANT** and **OWNER** will mutually agree upon the change in scope and an equitable adjustment in design services fees, identified within the executed Supplemental Agreement.
 - 3. Assist the City in selecting and contracting with the art consultant and the public artist(s) chosen for the PROJECT; Participate in review and approval of the proposed public art before DAB, Design Council, and the City Council; manage and incorporate the public art as designed into the Construction Documents, and manage the art installation. These supplemental services, if desired by the City, will be established by a future supplemental agreement.
- D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **OWNER**, along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except as authorized in a Supplemental Agreement between the parties and approved by the **OWNER**'s governing body. Upon receipt of such approval and

subsequent completion of additional work, payment will be made as stated in Paragraph IV. B. above.

- E. If services are rendered by the **CONSULTANT** for the PROJECT but the **OWNER** elects to terminate the PROJECT or portions thereof at any time, the **CONSULTANT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, and as scheduled in EXHIBIT "A".

V. TIME OF COMPLETION

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

- A. The **CONSULTANT** agrees to complete the phases of this PROJECT as indicated on EXHIBIT "A," subject to reasonable availability of **OWNER** resources and circumstances of force majeure.
- B. The **OWNER** agrees to cooperate with the **CONSULTANT** in reviewing drawings and data submitted and to make necessary decisions promptly to facilitate completion in the scheduled time, and the **OWNER** agrees to furnish promptly to the **CONSULTANT**, upon written request, any approvals and instructions required to be given by the **OWNER** to the **CONSULTANT** under the terms of the Agreement.

VI. TERMINATION OF AGREEMENT

- A. The **OWNER** may terminate this Agreement at any time for any cause by a notice in writing to the **CONSULTANT**. Upon receipt of such notice, the **CONSULTANT** shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- B. If the Agreement is terminated due to the fault or request of **CONSULTANT**, no further payments on account of the fee will be thereafter made, except for services previously and satisfactorily performed under this Agreement, which are of value to the **OWNER**. If the Agreement is terminated due to no fault of the **CONSULTANT**, the **CONSULTANT** will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the **OWNER** by reason either of any prior default of the **CONSULTANT**, or otherwise.

- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, field notes, designs, reproducibles, plans and specifications prepared under this Agreement shall become the property of the **OWNER** when and if the Agreement is completed or terminated, provided CONSULTANT has unrestricted rights to their use.
- D. Dissolution of the architectural firm of SFS ARCHITECTURE, INC. for any reason whatsoever, shall give the **OWNER** the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by **OWNER**, and such termination shall be deemed to be due to the fault of the **CONSULTANT**.

VII. THE PARTIES MUTUALLY AGREE

- A. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **CONSULTANT'S** services and payment in full of undisputed charges due the **CONSULTANT**, in accordance with this Agreement. The **CONSULTANT** shall not be responsible for any re-use or modification of the plans and specifications once they become property of **OWNER**. The **OWNER** agrees to hold the **CONSULTANT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the **CONSULTANT**.
- B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**; provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore. Such time extensions shall not justify an increase in the PROJECT cost.
- C. It is further agreed that this Agreement and any modifications to it shall be binding upon the parties hereto and their successors and assigns.
- D. Neither the **OWNER'S** review, approval or acceptance of, nor payment for any of the work or services required to be performed by the **CONSULTANT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the **CONSULTANT** shall be and remain liable to the **OWNER** for all costs of any kind which are incurred by the **OWNER** as a result of the **CONSULTANT'S** breach of any condition contained in the Agreement.
- E. The rights and remedies of the **OWNER** provided for under this Agreement are in addition to any other rights and remedies provided by law and the **OWNER** may assert its right of recovery by any appropriate means, including, but not limited to, set-offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.

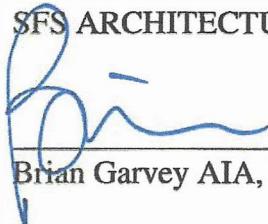
- F. The **CONSULTANT** agrees to employ structural, mechanical and electrical engineers, if necessary, as determined by the **CONSULTANT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses and are included in the fixed PROJECT fee.
- H. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility for technical sufficiency of the services of such separately engaged firms.
- I. Unless otherwise provided in this Agreement, the **CONSULTANT** and employees or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

The parties have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

Lily Wu, Mayor

SFS ARCHITECTURE, INC.



Brian Garvey AIA, Principal

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:



Jennifer Magaña
City Attorney and Director of Law

EXHIBIT "A"
SCHEDULE AND SCOPE OF SERVICES

July 3, 2025

PROJECT TEAM

SFS Architecture	Prime Consultant / Architect-of-Record / Interior Design
MKEC	Civil Engineering
Confluence	Landscape Architecture
Dudley Williams & Associates	Structural Engineering
PKMR Engineers	Mechanical, Electrical, Plumbing Engineering
To be determined	Public Art Consulting

PROJECT UNDERSTANDING

We have been notified of the City's intent to award this team the Architecture Services for the Planeview Community Center following our response to RFP No. 250066. The general scope of the project is design of a new Planeview Community Center located adjacent to the Colvin Elementary School. This facility will supplement and replace the Colvin Neighborhood Resource Center serving City Council District 3. Site improvements adjacent to the building will include parking that serves the community center and surrounding field and court amenities at the park, pedestrian walks for connectivity and stormwater management components. The concept that was included in the RFP is considered one option and the design team anticipates validating the space needs program then providing concept options in the initial phase of the project.

Budget

Our understanding of the budget is as follows:

Construction Budget	\$7,870,000
Owner Costs	\$1,200,000
Total Project Budget	\$9,070,000

Schedule / Process

If the City desires design work to begin immediately after approval of the contract for design services, which is anticipated in August 2025, we are prepared to begin moving forward. As indicated further in this proposal, we anticipate a design phase duration of approximately 28 weeks (6.5 months) which includes procuring a consultant for public art and artists. This schedule is dependent on receiving information from others in a timely manner, such as surveying and geotechnical recommendations, for the design team to execute the Work. Please note that internal or external reviews by various governing bodies or authorities having jurisdiction are outside of the Design Team's control and may have an impact on the schedule.

Meetings are anticipated to be held both in-person in Wichita as well as virtually or hybrid formats using MS Teams. Periodic design progress meetings will occur every two to four weeks after coordination with the City project team at the project kick off meeting.

SCOPE OF SERVICES

Basic Services will include the disciplines of Architecture, Interior Design, Civil Engineering, Landscape Architecture, Structural Engineering, and Mechanical/Electrical/Plumbing Engineering.

Phase I - Schematic Design and Design Development (35%)

- Space Needs Program Confirmation.
- Stakeholder and Public Engagement (SFS)
 - (2) Public Meetings are included to receive feedback from the community, if desired.
- Discovery Meeting with City Departments and other Authorities Having Jurisdiction.
- Concept Planning Diagrams, Plans and Narratives.
- Schematic Design Package for Owner Confirmation of Project Direction.
- Cost Estimate Review at 100% SD with recommendations for value engineering to achieve the Owner's budget for the Cost of the Work.
- Incorporation of value engineering approaches following review and acceptance.
- Advancement and Refinement of Schematic Design.
- Prepare Exterior and Interior Renderings (SFS).
- Development Plan Submittals to City Planning.
- DAB, Design Council, and City Council presentations and workshops as needed for facility design reviews and approvals.
- Compilation of Design Development Package of Drawings and Outline Specifications.
- Cost Estimate Review at 100% DD with recommendations for value engineering to achieve the Owner's budget for the Cost of the Work.
- Incorporation of value engineering approaches following review and acceptance.

Phase II - Construction Documents (40%)

- Development of detailed construction documents and specifications for bidding and executing the Work.
- Update Exterior and Interior Renderings (SFS).
- Cost Estimate Reviews at 50% and 100% CD Phase.
- Compilation of Design Development Package of Drawings and Specifications.
- Building and Development Submittals to appropriate AHJs.
- DAB, Design Council, and City Council presentations and workshops as needed for facility design reviews and approvals.
- Assist the Owner with bidding the project to qualified General Contractors.
- Pre-bid meeting attendance (SFS and MKEC).
- Review and respond to bidder RFIs and substitution requests.
- Issuance of Addenda as needed.
- Review of bids received.

Phase III - Construction Phase Services (25%)

- Pre-Construction meeting attendance (SFS and MKEC).
- Review and respond to contractor RFIs.
- Review of contractor submittals, shop drawings, etc.
- Periodic site visits at appropriate times and field observation reports.
- Issuance of Proposal Requests, ASIs, and CCDs.
- Punchlist.
- Closeout Documents.

Phase I: Schematic Design & Design Development Requirements

- A. Design will be presented to and have approvals from designated City Public Works and Utilities Facilities Staff.
- B. Review potential alternate cost savings methods with the **OWNER** on an ongoing basis.
- C. All Mechanical, Electrical and Plumbing system equipment and fixture specifications will be provided to **OWNER** for review prior to completion of Design Development package. A draft of Architectural and Structural specifications shall be included as part of the Design Development package.

- D. The **OWNER** shall provide a topographic site survey for the PROJECT. **CONSULTANT** will coordinate with **OWNER** for selecting the vendor, with vendor invoicing **OWNER** directly. Utility information shall be clearly noted and identified on the plans. Survey will also verify field drainage slope.
- E. The **OWNER** shall provide subsurface borings and soils investigations for the PROJECT. **CONSULTANT** will coordinate with **OWNER** for selecting the geotechnical vendor, with vendor invoicing **OWNER** directly.
- F. The **OWNER** shall engage as necessary appropriate vendor agencies to provide environmental assessments, surveys, and remediation plans for any hazardous materials that exist at the project site.
- G. The **OWNER** shall provide details of the conceptual drawings included in RFQ and survey information, which shall be used as a foundation to develop the eventual final design. Modifications from these documents will be considered in relation to site utilization and potential building placement, however, building programming and functionality shall remain as similar as is reasonable to that shown in the conceptual design.
- H. Design will meet or exceed all current applicable code requirements of governing agencies and will be in compliance with requirements of the Americans with Disabilities Act (ADA).
- I. PROJECT will require Design Council presentation with art integrated with the PROJECT design. The **CONSULTANT** will be required to make the necessary presentations before the Design Council and prepare all design modifications needed to acquire Design Council approval, as well as assist in the selection of an artist/art element.
- J. Design will include incorporation of a modern security system that can be integrated with existing City Information Technology and monitoring systems and provide security monitoring/controlled access of the building and parking area 24/7. **CONSULTANT** will coordinate with the **OWNER**-designated City Security Vendor to provide ample facility design detail that reasonably allows for effective installation and function of said systems by City Security Vendor.

Phase II: Construction Documents & Bidding / Negotiations Requirements

- A. **CONSULTANT** will provide Construction Documents for the PROJECT based on the approved Design Development materials. The Construction Documents shall set forth in detail the requirements for construction for the PROJECT. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the PROJECT.
- B. Assist **OWNER** in the creation of a Bid package utilizing 100% complete construction documents to select a Construction Team.
- C. **CONSULTANT** will prepare detailed construction drawings and specifications breaking out portions of the construction and/or equipment to be considered as alternates, so the **OWNER** can maximize the value engineering process and funds available.
- D. The **CONSULTANT** shall conduct the necessary code analysis, consult with governing authorities having jurisdiction over the PROJECT, and incorporate their requirements into the construction documents for the PROJECT.
- E. Reproduction of the completed plans and specifications for use in Construction Teams selection purposes will be paid by **OWNER**. **CONSULTANT** will coordinate with **OWNER** for selected reproduction vendor with vendor invoicing **OWNER** directly.
- K. Attend pre-bid conference(s), as scheduled to provide guidance to the **OWNER** and to prospective teams.
- L. Write, coordinate and otherwise aid in the issuance of addenda or provide clarifications and answer pre-bid questions as required.

- M. Assist the **OWNER** in identifying prospective construction teams for bid notifications.
- N. FF&E will be included in the design SCOPE OF SERVICES including all specialty furnishing and equipment utilizing modular furnishings for the office and work areas. Purchasing and installation of FF&E will occur outside of the SCOPE OF SERVICES.

Phase III: Construction Requirements

- A. The **CONSULTANT** shall be responsible for the general administration of the PROJECT and provide periodic monitoring of the construction in accordance with professional standards.
- B. The **CONSULTANT** will review the project budget on a monthly basis and report to the **OWNER's** Project Manager any discrepancies with adhering to the progress schedule contained within Construction Team bid documents. The Construction Team shall provide monthly pay applications that will become part of the review and update process.
- C. The **CONSULTANT** will review and certify applications for payments due the Construction Team. By issuing a Certificate for Payment, the **CONSULTANT** will represent to the **OWNER** that, to the best of its knowledge, information and belief based on general practice in the area at this time and based on what its observations have revealed, the quality of work is in accordance with the Contract Documents. OWNER shall certify undisputed applications for payment within fifteen days of receipt in order to fulfill its timely payment obligations as stipulated in KSA 16-1903(c).
- D. The **CONSULTANT** shall review information provided by inspection bureaus and testing laboratories as may be employed by the **OWNER** for such work. The **CONSULTANT** will notify OWNER and Construction Team of any identified deviations from the Contract Documents.
- E. For changes in the PROJECT, the **CONSULTANT** shall prepare such large-scale or full-size drawings to supplement the working drawings as to permit the proper completion of the work, and review shop drawings and material sample submittals for architectural, structural, and electrical portions of the related facilities.
- F. The **CONSULTANT** shall provide the **OWNER** consultation and advice during construction.
- G. The general monitoring by the **CONSULTANT** is to be distinguished from the continuous on-site inspection of a Project Manager assigned by the **OWNER** (Reference Paragraph IV of the contract for architectural services).
- H. The **CONSULTANT** shall designate critical construction observation points in advance, to the **OWNER** in writing.
- I. The **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents.
- J. The **CONSULTANT** shall prepare a punch list for the construction and participate in final punch list review.
- K. The **CONSULTANT** shall secure maintenance and operational manuals from the Construction Team including descriptions and maintenance procedures for the new facility.
- L. The **CONSULTANT** shall deliver to the **OWNER** one (1) set of the contractor's as-built drawings (plans), as changed or corrected by the Construction Team for the PROJECT, such reproducibles to become the property of the **OWNER**.
- M. The **CONSULTANT** shall make final inspection before acceptance of building by the **OWNER** and complete a final construction report.
- N. The **CONSULTANT** shall provide a joint site visit eleven (11) months after Substantial Completion to identify any warranty concerns.

All Phases: Art Contracting and Management Requirements

These services, if selected by the Owner, will use a supplemental agreement to join the scope and pricing provisions described in the Agreement with a schedule appropriate to the date when that selection is made.

The **CONSULTANT** agrees to provide limited administration and support of the awarded Art Consultant in their effort to select Artists and conceptualize art solutions for the design of the PROJECT.

The Art Management Scope of the PROJECT shall include, at minimum, all elements and requirements referenced in AR (Ordinance), as well as the following:

1. Management of Special Interest Project budget dedicated to art, calculated as a direct percentage of the project, and potential additional funds external to the project, as determined by City of Wichita Design Council.
2. Contract directly with Art Consultant for the performance of its obligations to the project as stipulated in separate AIA agreement.
3. Aid Art Consultant in soliciting designs for new art to be incorporated into the design of the Project.
4. Integrate artwork that celebrates the surrounding community and cultural heritage.
5. Coordinate with the Art Consultant's design in collaboration with project stakeholders and the City of Wichita.
6. Participate in Art Consultant's design coordination meetings, presentations and press releases, including meetings with project stakeholders, City of Wichita, Wichita Design Council, Wichita DAB, and Wichita City Council as needed.
7. Coordinate and collaborate with selected Artist(s) as needed to ensure effective schedule and design results for integration with construction of project.
8. Engineering services associated with art designs are excluded from Scope of Work.

Basic Services Exclusions

The following items are excluded from our Basic Services Fee noted above:

- Surveying (to be provided by Owner's vendor);
- Geotechnical investigations and recommendations (to be provided by Owner's vendor);
- Audio visual equipment design and procurement (to be provided by Owner's vendor);
- Furniture, fixtures and equipment design and procurement (refer to Supplemental Services);
- Platting, rezoning, or other property issues not specifically listed in this proposal;
- Roadway design and other public improvements not specifically listed in this proposal;
- Hazardous materials assessment or abatement design (to be provided by Owner's on-call vendor);
- Operations and income projections.

Basic Services Deliverables

Deliverables anticipated for the above Basic Services scope of work include:

- Schematic Design: Plans, Draft Renderings, and A/E Narratives for Owner Review.
- 100% Design Development: Draft Renderings, Drawings and Outline Specifications for Owner Review.
- 50% Construction Documents: Final Renderings*, Drawings and Specifications for Owner Review.
 - * Two interior and two exterior final renderings are included in the Basic Services fees.
- Construction Documents: Drawings and Specifications Issued for Permitting and Bidding.

- Public Art: Proposed Art Concepts (prepared by Public Art Consultant and Artist(s))

Potential Supplemental Services

Furniture, Fixtures, and Equipment (FFE) Design and Procurement Consulting

Lead Consultant: SFS Architecture, Inc.

Scope of Work: Assist the City in selecting building furnishings and developing procurement documents for solicitation of competitive bids. SFS would propose this scope and budget be further defined during the design phase. Compensation is proposed as a lump sum based on 10% of an assumed budget of \$250,000 for FFE items to be procured. These supplemental services, if desired by the City, will be established by a future supplemental agreement.

Art Consultant and Artist Selection and Management

Lead Consultant: SFS Architecture, Inc.

Assist the City in selecting and contracting with the art consultant and the public artist(s) chosen for the PROJECT; Participate in review and approval of the proposed public art before DAB, Design Council, and the City Council; manage and incorporate the public art as designed into the Construction Documents and manage the art installation. Compensation is proposed as a lump sum based on 10% of an assumed budget of \$300,000 for Public Art items to be procured. These supplemental services, if desired by the City, will be established by a future supplemental agreement.

Pass-Through Art Consultant & Artist(s) Fees

Consultants: To be determined.

Scope of Work: To be determined, within the Public Art Budget.

COMPENSATION

Invoicing per phase will occur monthly for services rendered and project-related expenditures. Invoices are due upon receipt. SFS Architecture proposes the professional services fees as follows:

Basic Services Compensation

Phase I – Schematic Design and Design Development (35% of Project)

A. Schematic Design (15%)	\$ 117,459.75	4 weeks
a. Schematic Design Enhancement		
b. Schematic Design Value Engineering		
c. Schematic Design Confirmation		
B. Design Development (20%)	\$ 156,613.00	8 weeks
a. Coordination with Planning Department		
b. Design Development to 100%		
c. Design Development Value Engineering		
Total Phase I Services	\$ 274,072.75	12 weeks

Phase II – Construction Documents, Bidding (40% of Project)

A. Construction Documents	\$ 313,226.00
a. Documents Production to 100%	8 weeks
b. Permit Review	4 weeks
c. Bidding & Negotiation Assistance	4 weeks
<u>Total Phase II Services</u>	<u>\$ 313,226.00 16 weeks</u>

Phase III – Construction Phase Services (25% of Project)

A. Construction Activity Punchlist and Closeout	\$ 195,766.25	TBD by GC Schedule
<u>Total Phase III Services</u>		<u>\$ 195,766.25 TBD by GC Schedule</u>

Total Design /Administration Services (All Phases) \$783,065.00 28 weeks + GC Sched.

Potential Supplemental Services Compensation, in addition to the Basic Services, amounts as follows:

FFE Design and Procurement Consulting estimate	\$25,000.00
Art Component Project Administration / Incorporation	\$30,000.00
Pass-Through Art Consultant & Artist(s) Fees	\$270,000.00
Reimbursable Expenses not-to-exceed cap	\$12,500.00
Total Contract Services	\$1,120,565.00 28 weeks + GC Sched.

Reimbursable Project Expenses

Reimbursable expenses are in addition to the Basic Services fees noted above and include travel associated with the project, reproduction, postage, deliveries, and other project-related hard costs. Reimbursable expenses are proposed at 1.1 times actual cost to the Architect with a not-to-exceed amount below.

OWNER'S CHANGES IN BUDGET OR SCOPE

Should the Owner elect to increase the budget for the project or should the scope of work change following a milestone deliverable resulting in additional work, the Design Team will notify the Owner and may request additional professional fees. The Design Team will only proceed with such additional work after a mutually agreed upon adjustment can occur, which may be a lump sum or hourly/not-to-exceed fee.

OWNER'S RESPONSIBILITIES

The Owner shall provide to the Architect data and information necessary to complete the services, including preliminary objectives, other parameters for the Project, existing facility drawings and specifications, if any. The Owner shall provide access to the property and personnel necessary for the Architect to complete their services.

PROFESSIONAL INSURANCE OBLIGATIONS

The Architect shall be responsible for purchasing and maintaining professional liability insurance in a minimum amount of \$1 million per occurrence. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or other act for which the Architect is legally liable. When in the performance of this Contract any design professional services or other professional engineering or similar services, are to be performed by an independent design professional, under direct contract to the architect or at any lower contractual tier, then the Architect shall be responsible for assuring that such independent design professional purchases and maintains professional liability insurance with the same coverage amounts. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or other act for which the independent design professional is legally liable.

EXHIBIT B
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any and all defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law (“protected class”), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq.* of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **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**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

(Rev. 09/11/2024— Design Services)

EXHIBIT C
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council
SUBJECT: 2026 Annual Operating Budget and 2026-2035 Capital Improvement Program
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: Receive public comment.

Background: The 2026 Proposed Budget and the 2026-2035 Capital Improvement Program (CIP) are aligned with the City's mission and goals as expressed in the City of Wichita Strategic Plan. The budget is balanced in 2026. The CIP is aligned with priorities expressed in the Community Investments Plan. Both have been developed based on input and direction from the City Council and the community.

The Proposed Budget and the Proposed CIP are the results of months of engagement. On January 28, 2025, a workshop was held to review the responses to the most recent community survey. Additional workshops were held on February 25, April 22, May 27, and June 24. In May, staff attended each District Advisory Board meeting to discuss the budget. The Budget Simulator was launched on May 5 and will close today. An evening public hearing was held on Thursday, August 7.

Workshops in February, April, May, and June included budget forecasts. Staff provided overall guidance on the City's financial outlook and discussed potential forecast risks, including increasing wage costs, and declining future revenue growth, largely due to expected decreases in interest earnings. A series of potential options to adjust budgeted expenditures was provided at the May workshop, and feedback on those options has influenced recommendations included in the Proposed Budget.

Both the CIP and the Operating Budget are consistent with the City's Strategic Plan, which is included in its entirety in both documents. The CIP is also constructed to be consistent with the Community Investments Plan, which prioritizes maintenance projects over expansion and enhancement projects. The Community Investments Plan also categorizes the priority of project types, and over 63% of the Proposed CIP is in the highest priority categories.

Analysis: The 2026 Proposed Budget totals \$776,583,990 (which does not include internal service funds, capital projects, grant funds, trust funds, appropriated reserves, or interfund transfers). Included in the 2026 Proposed Budget is the General Fund, which totals \$342,816,264 (not including appropriated reserves) and is balanced. The Proposed 2026-2035 CIP includes projects totaling \$3 billion. Highlights of the 2026 Proposed Budget and 2026-2035 CIP are outlined below.

Operating Budget Highlights:

- **Services that residents rated as priorities in the community survey are priorities in the 2026 Proposed Budget.** Crime prevention, police services, street maintenance, water and sewer services, and fire services are high-priority services that are prioritized in this budget;
- **Street maintenance is a priority for residents that is reflected in the 2026 Proposed Budget and 2026-2035 Capital Improvement Program.** The 2026 Proposed Budget includes funding for ongoing costs, such as operation of the signal network, pavement marking, and the filling of potholes. The CIP

includes \$218 million over ten years for contracted street maintenance, concrete street repair, and the paving of dirt streets;

- **Water Fund and Sewer Fund budgets include operating costs for new facilities.** The City of Wichita recently completed construction of the Wichita Water Works (WWW) treatment facility and expects to finish the testing and commissioning phase in 2025. The Bio-Nutrient Removal facility is being constructed, and increased costs are budgeted starting in 2026;
- **Grant-funded firefighter positions are retained.** A total of 42 positions were funded by a SAFER grant. Funding is budgeted in the General Fund to retain these positions;
- **Police technology to enhance public safety emergency reports is included.** Funding is added for the Real Time Information Center as well as the establishment of the Police Strategic Initiatives Bureau; and
- **Process improvement efforts have been accelerated.** Concepts were presented during budget development, and changes are reflected in street maintenance, park maintenance, facilities maintenance, and court operations.

Capital Improvement Plan Highlights:

The 2026-2035 CIP is guided by spending priorities and the Community Investments Plan and allocates funding to projects aligned with the City's strategic plan.

- **The Proposed CIP focuses on maintenance projects, consistent with the Community Investments Plan.** Nearly half of the CIP is allocated to maintenance projects. This is consistent with the City's goal of building and maintaining dependable infrastructure, and it extends the life of existing assets;
- **Projects are aligned to priority areas outlined in the Community Investments Plan.** The CIP includes nearly 65% of funding aligned to the "high" and "very high" priority areas identified in the Community Investments Plan. Projects are consistent with strategies based on the City's mission and goals: keeping Wichita safe; providing conditions for living well; growing the economy; and building and maintaining dependable infrastructure;
- **Street pavement maintenance efforts are emphasized, with a total of \$195.5 million included in the CIP.** This is consistent with community priorities. An additional \$21 million is included for concrete street maintenance, primarily in residential areas;
- **To support public safety strategies, over \$197.7 million is included.** The CIP supports emergency response strategies by including funding for fire trucks and related equipment, new fire stations, new police stations, and other public safety equipment. Over \$31 million has been added to address Police equipment, vehicles and infrastructure priorities identified by Wichita Police Department leadership and
- **Local Sales Tax (LST) funding is shifting from freeway projects to arterial streets.** A total of \$14 million in LST funding is included for the completion of US 400 from K-96 to the eastern City limits and the expansion of the K-96 freeway. Most local sales tax funding, \$457 million, is now focused on arterial City streets, prioritizing maintenance of existing streets.

Financial Considerations: The Proposed Budget and Proposed CIP would require an estimated mill levy of 32.316 – or one half mill lower than the 2025 mill levy rate. The proposed 32.316 mills includes 25.316 for the General Fund and 7.000 for the Debt Service Fund.

Legal Considerations: On July 15, 2025, the City Council approved the publication of notice, setting the official public hearing on the Revenue Neutral Rate and budget adoption for August 26, 2025. This action also sets the maximum amount of taxes that can be levied and sets the maximum expenditure levels in various funds. Under State statute, the City Council has the flexibility to adjust expenditures within the maximum authorized expenditure authority for each fund.

Recommendation/Actions: It is recommended that the City Council receive public comment on the 2026 Proposed Budget and the 2026-2035 Proposed Capital Improvement Program.

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Public Hearing and Request by WUG Radiation, LLC dba Advanced Cancer Therapies for Approval of a Letter of Intent to Issue Industrial Revenue Bonds (District II)

INITIATED BY: City Manager's Office – Development Services

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution, and authorize the necessary signatures.

Background: Wichita Urology Group Radiation, LLC (WUGR), an affiliate of Advanced Cancer Therapies (ACT), is an outpatient cancer treatment center located at 2077 N. Webb Road. In July 2024, WUGR experienced rapid growth in the number of patients. It has been noted that 30% of patients seen reside outside the Wichita Metropolitan area. Due to this growth, WUGR is expressing a need for an expansion to meet the increased patient demand. WUGR is requesting a Letter of Intent to issue IRBs in an amount not to exceed \$6,000,000 to construct and equip an expansion of an existing building occupied by ACT at 2077 N. Webb Road.

Analysis: The expansion will consist of a 2,060 square feet medical facility for approximately \$2,500,000 to house a new linear accelerator with a cost of approximately \$3,500,000, with the total project cost being approximately \$6,000,000. It is anticipated that the expansion will result in shorter wait times for patients.

The project qualifies for a ten-year 90% property tax abatement attributed to the new capital investment between \$5,000,000 and \$10,000,000 (50%). It is anticipated that this will generate five new jobs (30%) and is identified as one of the regional growth plan sectors (10%).

Based on the latest available mill levy, the estimated value of the 90% property tax for the first full year is approximately \$55,311. The value of a 90% real property tax exemption as applicable to taxing jurisdictions is:

City	\$17,819	State	\$12,093
County	\$16,520	USD 259	\$8,877

The approximate value of the sales tax exemption is \$349,262; the City's share is approximately \$27,230.

A cost/benefit analysis was performed by Wichita State University's Center for Economic Development and Business Research based on the proposed Letter of Intent, with the following ratio of benefits to costs:

City of Wichita	1.12 to 1.00
City General Fund	1.00 to 1.00
City Debt Service Fund	1.47 to 1.00
Sedgwick County	1.12 to 1.00
USD 259	1.73 to 1.00
State of Kansas	1.58 to 1.00

Revenue bonds are a mechanism for achieving a sales tax exemption and/or a property tax abatement. In a Revenue bond transaction, the City is not lending any money and bears no risk. No taxpayer dollars are at risk. The owner/developer is required to achieve its own financing. All costs associated with the issuance of bonds are borne by the owner/developer requesting the use of bonds. Revenue Bonds are utilized for a wide variety of economic development purposes.

Financial Considerations: WUGR agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual Revenue Bond origination fee for the term of the bonds. The bonds will be purchased by WUGR or a related entity.

Legal Considerations: Bond documents required for the issuance of the bonds will be prepared by the City's outside bond counsel. The City's Law Department 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, adopt the Resolution, and authorize the necessary signatures.

Attachments: Resolution and Letter of Intent



August 19, 2025

WUG Radiation LLC
2077 North Webb Road
Wichita, KS 67206

Advanced Cancer Therapies,
a division of Wichita Urology Group, P.A.
2626 North Webb Road
Wichita, KS 67206

At its regular meeting held on August 19, 2025, the City Council (the “Governing Body”), of the City of Wichita, Kansas (the “City”) adopted Resolution No. 25-[____] (the “Resolution of Intent”) indicating an intent to issue an aggregate principal amount not to exceed \$6,000,000 in City of Wichita, Kansas Taxable Industrial Revenue Bonds (Advanced Cancer Therapies Project) (the “Bonds”), for the purposes further set forth below, subject to certain conditions, including the execution of a letter of intent as described in the Resolution of Intent.

The Mayor of the City, on behalf of the Governing Body, hereby tenders its written intent to issue the Bonds. Absent subsequent rescission or extension by action of the Governing Body, this intent to issue the Bonds will remain in effect for a period ending December 31, 2026. This letter (the “Letter of Intent”) is an indication of the intent of the City to issue the proposed Bonds, and is subject in all respects to the Governing Body’s final approval of the terms of a Bond Ordinance, Trust Indenture, Site Lease, Project Lease and other related documents for the Bonds (collectively, the “Financing Documents”). In the event that the proposed Bonds are not ultimately issued for any reason, the City shall not be deemed to have assumed or incurred any liability or obligation to WUG Radiation LLC, a Kansas limited liability company (the “Tenant”) or Advanced Cancer Therapies, a division of Wichita Urology Group, P.A., a Kansas Professional Association (the “Subtenant”), or any other party by virtue of any proceedings or actions taken in connection therewith.

The purpose of the Bond issue will be to enable the Tenant and Subtenant to finance the cost of acquiring, constructing and equipping an addition to an existing facility located at 2077 North Webb Road, Wichita, Kansas (the “Project”) to be leased by the City to the Tenant and subleased to the Subtenant.

The Tenant and Subtenant have represented that a total capital investment of approximately \$6,000,000 will be made in the Project and that the Subtenant add an additional four (4) jobs at the Project over the next five years, with an average wage for the net new jobs of at least \$80,000.

The Governing Body, pursuant to the provisions of K.S.A. 79-201a and the Resolution of Intent, has conditionally approved a 90% *ad valorem* property tax exemption on the Project, to the extent purchased or constructed with the proceeds of the Bonds, for a five-year term, with an additional five-year term of exemption to be considered thereafter, at the discretion of the Governing Body; provided no exemption is to be granted from the *ad valorem* property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*; and (c) for real estate on which the Project is located. *Ad valorem*

property taxes levied for matters described in (a); (b); and (c) above shall be the responsibility of the owner of the Project. Notwithstanding the foregoing, in the event the Sedgwick County Appraiser removes all Bond-financed improvements from the tax rolls, the Tenant agrees to make a payment in lieu of tax equal to the 90% of the *ad valorem* taxes not to be abated as set forth in the initial sentence of this paragraph..

The Governing Body has also determined that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. This sales tax exemption has an estimated value of \$349,262. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

The *ad valorem* property tax exemption and sales tax exemption are within the description of “public incentives” in the City of Wichita/Sedgwick County Economic Development Guidelines (the “Guidelines”) and will be fully subject to the ongoing compliance and repayment provisions of such Guidelines, the provisions of the Resolution of Intent and the requirements set forth in this Letter of Intent.

This intent to issue the Bonds is given subject to the following conditions:

1. Preparation of an appropriate Bond Ordinance, which will contain a provision pledging the financed property and net earnings therefrom as security for payment of the Bonds, pursuant to K.S.A. 12-1744.
2. Negotiation of a Lease Agreement (the “Lease”) which shall incorporate the following:
 - a) A provision prohibiting assignments or subleases made without the City’s consent, subject to any prior City approval of required subleases;
 - b) A provision regarding the Tenant’s or Subtenant’s option to purchase the Project that states a firm option price and the obligation of the Tenant or Subtenant to provide for payment of all other expenses related to the exercise of such option to purchase;
 - c) An agreement that the Tenant and Subtenant will use and operate the Project in accordance with all applicable environmental laws and regulations, and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City’s own agents or employees) arising under any environmental law or regulation;
 - d) An agreement to obtain all insurance the City may require in connection with the construction, maintenance or operation of the Project, or liabilities arising out of the operation of the Project;
 - e) An agreement requiring the Tenant and Subtenant to comply with the ordinances of the City, as then in existence or as may thereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City;
 - f) An agreement by the Tenant and Subtenant that it will not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and its use or occupancy of the Project;
 - g) An agreement by the Tenant and Subtenant that it will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment

- Opportunity Act of 1972; Presidential Executive Orders 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000 et seq.; the Code of the City of Wichita Section 2.12.950; and, any laws amendments or regulations promulgated thereunder, including any ordinance of the City presently existing or hereinafter enacted, which pertains to civil rights and equal employment opportunity;
- h) An agreement by the Subtenant that it will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and the Subtenant will annually file an Equal Employment Opportunity/Affirmative Action Plan with the City;
 - i) An agreement by the Tenant and Subtenant that it will, during the term of the Lease, in addition to performing the Tenant's and Subtenant's obligations to pay impositions relating to the Project or its interest therein required by the Lease, (subject to any lawful right to contest the same) timely pay all other *ad valorem* property taxes lawfully levied against the Tenant's and Subtenant's real or personal property in Sedgwick County, Kansas;
 - j) An agreement by the Tenant and Subtenant that it will, during the term of the Lease, comply with all applicable governmental laws, rules and regulations applicable to the Project; and
 - k) An agreement by the Tenant and Subtenant that it will, during the term of the Lease, abide by the terms and conditions of this Letter of Intent.
3. Execution of guarantees for the payment of the Bonds that may be required by the purchaser or underwriter of the Bonds, (which, for the Tenant, may be in the form of an unconditional guaranty incorporated in the Lease).
 4. Agreement by the Tenant, Subtenant or other party to the transaction to pay all costs incurred by the City for processing the application to issue the Bonds and in connection with the subsequent issuance of the Bonds.
 5. Agreement by the Tenant to enter into the City's Origination Fee Agreement providing for annual payments of \$2,500 in each year that the Bonds are outstanding.
 6. Agreement that, prior to the issuance of the Bonds, the Tenant and Subtenant will have an approved Equal Employment Opportunity/Affirmative Action Plan on file with the City.
 7. Agreement by the Tenant, Subtenant or other appropriate party to furnish to the City copies of any annual financial statements and accompanying audit reports required by the Guidelines.
 8. Agreement that, prior to issuance of the Bonds, the Tenant or Subtenant will provide proof that all *ad valorem* property taxes on the Project property which are due and owing up to the proposed date of issuance have been paid.
 9. Agreement that, prior to the issuance of the Bonds, the Tenant or Subtenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing, or if no real property is conveyed to the City, evidence acceptable to the City that the Tenant or Subtenant has title to the real property on which the Project is located.
 10. An arrangement (such as a Bond Purchase Agreement or a Bond Placement Agreement) for the sale/placement of the Bonds which shall contain suitable indemnification agreements from the Tenant and any underwriter indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.
 11. If the Bonds are to be sold by public sale, agreement that the Tenant or Subtenant will not, while any of the Bonds are outstanding, have a commercial banking relationship with the trustee for the

Bond issue; or, if the Bonds are to be privately placed, agreement that the Tenant and Subtenant will not have such a relationship with the trustee for the Bond issue unless the purchasers of the Bonds shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.

12. Where the Project involves the acquisition of any interest in real property, an agreement by the Tenant or Subtenant to provide the City, at the time the Lease is submitted for review, an Environmental Site Assessment (“ESA”) performed by an independent consultant recognized as an expert in the area that documents the environmental condition of the property. Bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property.
13. If the Project involves new construction, substantial renovation or substantial landscaping, the Tenant shall provide the following:
 - a) An agreement to provide the City with documented evidence, prior to the issuance of the Bonds, that the Tenant or Subtenant used procedures that do not exclude qualified Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) from serving as subcontractors, engineers, architects, suppliers and vendors on the Project; and
 - b) If the Project has not been completed at the time the Bonds are issued, a performance bond naming the City and the bond trustee as additional insureds in an amount sufficient to secure completion of the Project.
14. In connection with the Public Incentives approved in connection with the Project, the Lease shall include:
 - a) An agreement by the Tenant or Subtenant to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with the conditions contained in the Resolution of Intent, including any annual reports required of the Tenant or Subtenant and any inspections of the Tenant’s or Subtenant’s premises or interviews with the Tenant’s or Subtenant’s staff;
 - b) A commitment for completion of the capital investment and maintenance of the employment and job creation goals upon which approval of the Public Incentives was based and compliance with the average wage requirements of the Guidelines;
 - c) An agreement that the Tenant or Subtenant may be required to make a payment to the Kansas Department of Revenue in amount of additional Kansas, County or City sales and use tax which the Tenant or Subtenant would have been required to bear on personal property and services obtained for the Project, if such property and services had been obtained with funds of the Tenant or Subtenant rather than with proceeds of the Bonds or the in the event the Governing Body finds, upon its five-year review of the Project, that the Tenant or Subtenant did not make a good faith effort to achieve its capital investment and employment and job creation goals; and
 - d) If the Project is an office headquarters facility, an agreement that the Tenant or Subtenant will maintain its headquarters in the City so long as any of the Bonds are outstanding and for the term of any approved *ad valorem* tax abatement.
15. In connection with the *ad valorem* property tax exemption approved in connection with the Project, the Lease shall also include:
 - a) An understanding between the Tenant or Subtenant and the City that under the existing provisions of K.S.A. 79-201a, as amended, it is their intention that the property constructed or purchased with the proceeds of the Bonds shall be entitled to exemption from all or a

portion of ad valorem taxation for a period of ten (10) calendar years after the calendar year in which the Bonds are issued, provided proper application is made therefor; and further provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, Second and Twenty-Fourth; and (c) for real estate on which the Project is located. *Ad valorem* property taxes levied for matters described in (a); (b); and (c) above shall be the responsibility of the owner of the Project. The City will covenant that, so long as any of the Bonds are outstanding and except as otherwise allowed by the Lease, it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Project for an initial five (5) year period, and for an additional five (5) year period for a total of ten (10) years, if the additional five (5) year period is approved by the then current Governing Body of the City. Notwithstanding any of the foregoing provisions, if City elects not to approve the additional five (5) year period of abatement, the City may revoke the tax abatement by either imposing payments in lieu of taxes or by declining to make the annual exemption filing with the Sedgwick County Appraiser's Office.

- b) An acknowledgement by the Tenant or Subtenant that in the event of the Tenant's or Subtenant's noncompliance with any of its obligations or agreements connected with any *ad valorem* property tax exemption, beyond the notice and cure period provided for in the Lease for non-monetary defaults, the City will not have received the social and economic development benefits expected in connection with its entry into the Lease and related documents and its issuance of the Bonds, and the resulting loss to the City will be difficult to measure. In such event, the Tenant or Subtenant shall be required to pay to the City, as liquidated damages, an amount equal to the amount of *ad valorem* property taxes which the Tenant or Subtenant would have been required to pay for the period following such noncompliance but for the *ad valorem* property tax exemption, which payment shall be treated and administered by the City as a payment in lieu of taxes;
 - c) An agreement that the City may revoke any *ad valorem* property tax abatement or impose a payment in lieu of taxes in the amount of any *ad valorem* property taxes abated in the event the City Council finds, upon its five-year review of the project, that the Tenant or Subtenant did not make a good faith effort to achieve its capital investment and employment and job creation goals; and
 - d) An acknowledgement by the Tenant or Subtenant that in the event that the Tenant or Subtenant moves its Wichita business operations to another city or county or ceases operation in Wichita within five years of the expiration of the *ad valorem* property tax exemptions granted in connection with the issuance of the Bonds, the City will not have received the social and economic development benefits expected in connection with its entry into the Lease and related documents and its issuance of the Bonds, and the resulting loss to the City will be difficult to measure. In such event, the Tenant or Subtenant shall be required to pay to the City, as liquidated damages, a single payment in an amount equal to the aggregate dollar value of the *ad valorem* property taxes abated within the previous ten years; provided, however, that the amount of such liquidated damages shall be reduced by 20% for each year the Tenant or Subtenant continues operations in Wichita after the expiration of such abatements. Any such liquidated damages payment shall be treated and administered by the City as a payment in lieu of taxes, and the City shall pay to the Sedgwick County Treasurer the amount of such payment for distribution among the appropriate taxing jurisdictions.
16. Legal opinions regarding certain aspects of a Bond issuance that may be required by the City Attorney or Bond Counsel.

As a guide for developing the Lease and Bond Ordinance, your proposal dated July 7, 2025, to the extent not inconsistent herewith, is incorporated as a part of this Letter of Intent.

A copy of this Letter of Intent is enclosed for your records. Please have the appropriate Tenant and Subtenant representatives sign and return the original to the City's Economic Development Office, 455 N. Main Street – 13th Floor, Wichita, Kansas 67202, to evidence the Tenant's and Subtenant's acceptance of the terms and conditions hereof.

Sincerely,

Lily Wu, Mayor

ATTEST:

Paul Leeker, City Clerk

ACCEPTED:

WUG RADIATION LLC

By: _____
Name:
Title:

**ADVANCED CANCER THERAPIES,
A division of Wichita Urology Group, P.A.**

By: _____
Name:
Title:

cc: Troy Anderson, Assistant City Manager
Brian K. McLeod, Esq., Deputy City Attorney
Sarah O. Steele, Esq., Bond Counsel
Laura D. Fent, Esq., Tenant Counsel
Edward P. Dunn, Jr., Consultant

RESOLUTION NO. 25-374

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE
INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN ADDITION TO AN
EXISTING BUILDING LOCATED IN THE CITY; AND AUTHORIZING
EXECUTION OF RELATED DOCUMENTS.**

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

***WHEREAS**, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to finance the cost of acquiring, constructing and equipping an addition to an existing building (the "Project") located in the City and to be leased by the City to WUG Radiation LLC, a Kansas limited liability company (the "Tenant"), for sublease to Advanced Cancer Therapies, a division of Wichita Urology Group, P.A., a Kansas Professional Association (the "Subtenant").

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$6,000,000 (collectively, the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's and Subtenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds (the "Letter of Intent") in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the "Guidelines"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and Subtenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and Subtenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant, Subtenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (e) the commitment to and payment by the Tenant, Subtenant or Purchaser of all

expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals and (f) the execution and delivery by the Tenant, with approval of the Subtenant, of an agreement for payment in lieu of taxes referenced in **Section 4** hereof.

Section 4. Property Tax Exemption. The Governing Body hereby determines, that pursuant to the provisions of K.S.A. 79-201a, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; and further provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second and Twenty-Fourth*; and (c) for real estate on which the Project is located. The Governing Body hereby conditionally approves a 90% ad valorem property tax exemption on the Bond-financed property not excluded in the prior sentence of this section, for a five-year term, with an additional five-year term to be considered thereafter, at the discretion of the Governing Body, all subject to the Tenant's and Subtenant's ongoing compliance with the Guidelines. The ad valorem property tax exemption granted is subject to the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the Governing Body with this Resolution.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant and Subtenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant and/or Subtenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant or Subtenant.

Section 7. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant and Subtenant. After compliance with the provisions of the Letter of Intent by the Tenant and Subtenant has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant and Subtenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take

such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (b) cooperate with the Tenant and Subtenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2026, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Paul Leeker, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on August 19, 2025, as the same appears of record in my office.

DATED: August 19, 2025

Paul Leeker, City Clerk

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, in accordance with notice published on August 19, 2025, at Wichita.gov/LegalNotices, a public hearing was held by the Governing Body relating to the proposed issuance of not to exceed \$6,000,000 principal amount of Taxable Industrial Revenue Bonds (Advanced Cancer Therapies Project) (the “Bonds”). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE
INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN ADDITION TO AN
EXISTING BUILDING LOCATED IN THE CITY; AND AUTHORIZING
EXECUTION OF RELATED DOCUMENTS.**

Thereupon, _____ moved that the Resolution be adopted. The motion was seconded by _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. 25-374 and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Council of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Paul Leeker, City Clerk

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement, entered into as of August 19, 2025 between the City of Wichita, Kansas (the "Issuer") and The Douglas Apartments, LLC (the "Tenant");

WITNESSETH THAT:

1. **Tax Exemption; Payment in Lieu of Taxes.** In consideration of (i) the issuance by the Issuer of its Multifamily Housing Revenue Bonds, (Douglas Apartments), in the principal amount of \$3,200,000 (the "Bonds") to finance the acquisition, construction and equipping of two 3-story apartment buildings (the "Project") to be leased by the Issuer to the Tenant, (ii) the Tenant's execution of the lease of the Project financed with the proceeds of the Bonds, (iii) the laws of the State of Kansas affording exemption from *ad valorem* property taxation for the portion of the Project acquired, purchased or constructed with the proceeds of the Bonds for a period commencing with the year after calendar year in which bonds are issued, and (iv) the agreement by the Issuer to apply for such exemption if the payments provided for herein are made, the Tenant agrees to make payments in lieu of *ad valorem* property taxes in the amounts specified herein, in the manner provided for herein.

2. **Amount of Payments; Place of Payment.** In lieu of general *ad valorem* property taxes on the Project for the ten (10) calendar years following the year in which the Bonds are issued, other than special assessments levied on account of special benefits, the Tenant shall pay by separate check to the Treasurer of Sedgwick County, Kansas, or other appropriate office as directed by the Issuer, on or before December 20 in each of such years, with the privilege of half payment as provided by law for general *ad valorem* taxes, a payment in lieu of taxes equal to 60% expressed as a percentage of *ad valorem* tax otherwise payable in respect of the Project, to be distributed as and for a part of the general *ad valorem* tax collections for all taxing subdivisions in which the Project is located.

The amount of such payment in lieu of taxes will be determined in the same manner and according to the same statutory procedure as general *ad valorem* taxes, real and personal, as the case may be, are determined, using the valuations determined by the Sedgwick County Appraiser's office. Such payments shall be distributed to all applicable taxing subdivisions in Sedgwick County as provided in K.S.A. 12-1742.

3. **Reduction of Payment for Actual Taxes Paid.** Except for the *ad valorem* taxes described in **Section 4** herein, the annual amount to be paid pursuant to **Section 2** herein shall be reduced (but not below zero) by any actual *ad valorem* tax payments paid in respect of the real property constituting a part of the Project by or on behalf of the Tenant for any given year.

4. **No Exemption for Special Assessments and Capital Outlay Levy.** All special assessments and the unified school district's capital outlay levy provided in K.S.A. 72-53,113 that is levied against the real property portion of the Project, if any, will not abate and will continue to be the obligation of the Tenant, payable in the manner provided by law.

5. **Failure to Make Payment in Lieu of Taxes.** Should the Tenant fail to make the payments required above, penalties and/or interest will be assessed against the Tenant by the Sedgwick County Treasurer in accordance with applicable state laws relating to late tax payments. If the Tenant fails to make a payment required by this Agreement and such failure shall continue for one year, this Agreement shall be deemed terminated effective as of December 20 in the year such payment was originally due, and Tenant

agrees that from and after such termination date, it shall pay in full the regular amount of *ad valorem* real estate and personal property taxes on the property constituting the Project.

6. **Approval of Exemption.** This Agreement is conditioned on the issuance by the Board of Tax Appeals of the State of Kansas of an order exempting the bond-financed portion of the Project from *ad valorem* taxation in accordance with Kansas law, including particularly K.S.A. 79-201a *Twenty-Fourth*.

7. **Counterparts.** This Agreement may be executed simultaneously and several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

8. **Transferability.** The benefits of this Agreement may be transferred to any assignee of the Project Lease made in accordance with the provisions of the Project Lease between the Issuer and the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Agreement to be signed by a duly authorized official, such signature to be attested by a duly authorized officer and its official seal to be applied, and the Tenant has caused this Agreement to be signed on its behalf by a duly authorized officer, such signature attested by a duly authorized officer, and its corporate seal (if any) to be applied, as of the day and year first above written.

CITY OF WICHITA, KANSAS

By: _____
Lily Wu, Mayor

[SEAL]

ATTEST:

Paul Leeker, City Clerk

THE DOUGLAS APARTMENTS LLC

By: _____
Name:
Title:



August 19, 2025

Sam Jones, Manager
The Douglas Apartments LLC
7507 E. Huntington Street
Wichita, Kansas 67206

At its regular meeting held on August 19, 2025, the City Council (the “Governing Body”), of the City of Wichita, Kansas (the “City”) adopted Resolution No. 25-[____] (the “Resolution of Intent”) indicating an intent to issue an aggregate principal amount of \$3,200,000 in City of Wichita, Kansas Multifamily Housing Revenue Bonds (Douglas Apartments) (the “Bonds”), for the purposes further set forth below, subject to certain conditions, including the execution of a letter of intent as described in the Resolution of Intent.

The Mayor of the City, on behalf of the Governing Body, hereby tenders its written intent to issue the Bonds. Absent subsequent rescission or extension by action of the Governing Body, this intent to issue the Bonds will remain in effect for a period ending December 31, 2026. This letter (the “Letter of Intent”) is an indication of the intent of the City to issue the proposed Bonds, and is subject in all respects to the Governing Body’s final approval of the terms of a Bond Ordinance, Trust Indenture, Site Lease, Project Lease and other related documents for the Bonds (collectively, the “Financing Documents”). In the event that the proposed Bonds are not ultimately issued for any reason, the City shall not be deemed to have assumed or incurred any liability or obligation to The Douglas Apartments LLC, a Kansas limited liability company (the “Tenant”) or any other party by virtue of any proceedings or actions taken in connection therewith.

The purpose of the Bond issue will be to enable the Tenant to finance the cost of acquiring, constructing and equipping two 3-story apartment buildings with 18 units in each building to be located at 1301 W. Douglas, 1321 W. Douglas and 109 S. Exposition, t, Wichita, Kansas (the “Project”) to be leased by the City to the Tenant. The Tenant has represented that a total capital investment of at least \$3,200,000 will be made in the Project.

The Governing Body, pursuant to the provisions of K.S.A. 79-201a and the Resolution of Intent, has conditionally approved a 40% *ad valorem* property tax exemption on the Project, to the extent purchased or constructed with the proceeds of the Bonds, for a five year term, with an additional five year term of exemption to be considered thereafter, at the discretion of the Governing Body; provided no exemption is to be granted from the *ad valorem* property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*; and (c) for real estate on which the Project is located. *Ad valorem* property taxes levied for matters described in (a); (b); and (c) above shall be the responsibility of the owner of the Project. Notwithstanding the foregoing, in the event the Sedgwick County Appraiser removes all

Bond-financed improvements from the tax rolls, the Tenant agrees to make a payment in lieu of tax equal to the 60% of the *ad valorem* taxes not to be abated as set forth in the initial sentence of this paragraph.

The Governing Body has also determined that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. This sales tax exemption has an estimated value of \$110,293. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

The *ad valorem* property tax exemption and sales tax exemption are within the description of “public incentives” in the City of Wichita/Sedgwick County Economic Development Guidelines (the “Guidelines”) and will be fully subject to the ongoing compliance and repayment provisions of such Guidelines, the provisions of the Resolution of Intent and the requirements set forth in this Letter of Intent.

This intent to issue the Bonds is given subject to the following conditions:

1. Preparation of an appropriate Bond Ordinance, which will contain a provision pledging the financed property and net earnings therefrom as security for payment of the Bonds, pursuant to K.S.A. 12-1744.
2. Negotiation of a Lease Agreement (the “Lease”) which shall incorporate the following:
 - a) A provision prohibiting assignments or subleases made without the City’s consent, subject to any prior City approval of required subleases;
 - b) A provision regarding the Tenant’s option to purchase the Project that states a firm option price and the obligation of the Tenant to provide for payment of all other expenses related to the exercise of such option to purchase;
 - c) An agreement that the Tenant will use and operate the Project in accordance with all applicable environmental laws and regulations, and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City's own agents or employees) arising under any environmental law or regulation;
 - d) An agreement to obtain all insurance the City may require in connection with the construction, maintenance or operation of the Project, or liabilities arising out of the operation of the Project;
 - e) An agreement requiring the Tenant to comply with the ordinances of the City, as then in existence or as may thereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City;
 - f) An agreement by the Tenant that it will not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age,

disability or marital status in its operations or services, and its use or occupancy of the Project;

- g) An agreement by the Tenant that it will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000 et seq.; the Code of the City of Wichita Section 2.12.950; and, any laws amendments or regulations promulgated thereunder, including any ordinance of the City presently existing or hereinafter enacted, which pertains to civil rights and equal employment opportunity;
 - h) An agreement by the Tenant that it will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and the Tenant will annually file an Equal Employment Opportunity/Affirmative Action Plan with the City;
 - i) An agreement by the Tenant that it will, during the term of the Lease, in addition to performing the Tenant's obligations to pay impositions relating to the Project or its interest therein required by the Lease, (subject to any lawful right to contest the same) timely pay all other *ad valorem* property taxes lawfully levied against the Tenant's real or personal property in Sedgwick County, Kansas;
 - j) An agreement by the Tenant that it will, during the term of the Lease, comply with all applicable governmental laws, rules and regulations applicable to the Project; and
 - k) An agreement by the Tenant that it will, during the term of the Lease, abide by the terms and conditions of this Letter of Intent.
3. Execution of guarantees for the payment of the Bonds that may be required by the purchaser or underwriter of the Bonds, (which, for the Tenant, may be in the form of an unconditional guaranty incorporated in the Lease).
 4. Agreement by the Tenant or other party to the transaction to pay all costs incurred by the City for processing the application to issue the Bonds and in connection with the subsequent issuance of the Bonds.
 5. Agreement by the Tenant to enter into the City's Origination Fee Agreement providing for annual payments of \$2,500 in each year that the Bonds are outstanding.
 6. Agreement that, prior to the issuance of the Bonds, the Tenant will have an approved Equal Employment Opportunity/Affirmative Action Plan on file with the City.
 7. Agreement by the Tenant or other appropriate party to furnish to the City copies of any annual financial statements and accompanying audit reports required by the Guidelines.
 8. Agreement that, prior to issuance of the Bonds, the Tenant will provide proof that all *ad valorem* property taxes on the Project property which are due and owing up to the proposed date of issuance have been paid.

9. Agreement that, prior to the issuance of the Bonds, the Tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing, or if no real property is conveyed to the City, evidence acceptable to the City that the Tenant has title to the real property on which the Project is located.
10. An arrangement (such as a Bond Purchase Agreement or a Bond Placement Agreement) for the sale/placement of the Bonds which shall contain suitable indemnification agreements from the Tenant and any underwriter indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.
11. If the Bonds are to be sold by public sale, agreement that the Tenant will not, while any of the Bonds are outstanding, have a commercial banking relationship with the trustee for the Bond issue; or, if the Bonds are to be privately placed, agreement that the Tenant will not have such a relationship with the trustee for the Bond issue unless the purchasers of the Bonds shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.
12. Where the Project involves the acquisition of any interest in real property, an agreement by the Tenant to provide the City, at the time the Lease is submitted for review, an Environmental Site Assessment ("ESA") performed by an independent consultant recognized as an expert in the area that documents the environmental condition of the property. Bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property.
13. If the Project involves new construction, substantial renovation or substantial landscaping, the Tenant shall provide the following:
 - a) An agreement to provide the City with documented evidence, prior to the issuance of the Bonds, that the Tenant used procedures that do not exclude qualified Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) from serving as subcontractors, engineers, architects, suppliers and vendors on the Project; and
 - b) If the Project has not been completed at the time the Bonds are issued, a performance bond naming the City and the bond trustee as additional insureds in an amount sufficient to secure completion of the Project.
14. In connection with the Public Incentives approved in connection with the Project, the Lease shall include:
 - a) An agreement by the Tenant to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with the conditions contained in the Resolution of Intent, including any annual reports required of the Tenant and any inspections of the Tenant's premises or interviews with the Tenant's staff;
 - b) A commitment for completion of the capital investment upon which approval of the Public Incentives was based;
 - c) An agreement that the Tenant may be required to make a payment to the Kansas Department of Revenue in amount of additional Kansas, County or City sales and use tax which the Tenant would have been required to bear on personal property and services

obtained for the Project, if such property and services had been obtained with funds of the Tenant rather than with proceeds of the Bonds or the in the event the Governing Body finds, upon its five-year review of the Project, that the Tenant did not make a good faith effort to achieve its capital investment goals; and

- d) If the Project is an office headquarters facility, an agreement that the Tenant will maintain its headquarters in the City so long as any of the Bonds are outstanding and for the term of any approved *ad valorem* tax abatement.
15. In connection with the *ad valorem* property tax exemption approved in connection with the Project, the Lease shall also include:
- a) An understanding between the Tenant and the City that under the existing provisions of K.S.A. 79-201a, as amended, it is their intention that the property constructed or purchased with the proceeds of the Bonds shall be entitled to exemption from all or a portion of ad valorem taxation for a period of ten (10) calendar years after the calendar year in which the Bonds are issued, provided proper application is made therefor; and further provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, Second and Twenty-Fourth; and (c) for real estate on which the Project is located. *Ad valorem* property taxes levied for matters described in (a); and (b); and (c) above shall be the responsibility of the owner of the Project. The City will covenant that, so long as any of the Bonds are outstanding and except as otherwise allowed by the Lease, it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Project for an initial five (5) year period, and for an additional five (5) year period for a total of ten (10) years, if the additional five (5) year period is approved by the then current Governing Body of the City. Notwithstanding any of the foregoing provisions, if City elects not to approve the additional five (5) year period of abatement, the City may revoke the tax abatement by either imposing payments in lieu of taxes or by declining to make the annual exemption filing with the Sedgwick County Appraiser's Office.
 - b) In the event the Sedgwick County Appraiser removes all Bond-financed improvements from the tax rolls, the Tenant will agree to make a payment in lieu of tax equal to 60% of the *ad valorem* taxes not to be abated as set forth in the initial sentence of this paragraph.
 - c) An acknowledgement by the Tenant that in the event of the Tenant's noncompliance with any of its obligations or agreements connected with any *ad valorem* property tax exemption, beyond the notice and cure period provided for in the Lease for non-monetary defaults, the City will not have received the social and economic development benefits expected in connection with its entry into the Lease and related documents and its issuance of the Bonds, and the resulting loss to the City will be difficult to measure. In such event, the Tenant shall be required to pay to the City, as liquidated damages, an amount equal to the amount of *ad valorem* property taxes which the Tenant would have been required to pay for the period following such noncompliance but for the *ad valorem* property tax exemption, which payment shall be treated and administered by the City as a payment in lieu of taxes;

- d) An agreement that the City may revoke any *ad valorem* property tax abatement or impose a payment in lieu of taxes in the amount of any *ad valorem* property taxes abated in the event the City Council finds, upon its five-year review of the project, that the Tenant did not make a good faith effort to achieve its capital investment goals; and
 - e) An acknowledgement by the Tenant that in the event that the Tenant moves its Wichita business operations to another city or county or ceases operation in Wichita within five years of the expiration of the *ad valorem* property tax exemptions granted in connection with the issuance of the Bonds, the City will not have received the social and economic development benefits expected in connection with its entry into the Lease and related documents and its issuance of the Bonds, and the resulting loss to the City will be difficult to measure. In such event, the Tenant shall be required to pay to the City, as liquidated damages, a single payment in an amount equal to the aggregate dollar value of the *ad valorem* property taxes abated within the previous ten years; provided, however, that the amount of such liquidated damages shall be reduced by 20% for each year the Tenant continues operations in Wichita after the expiration of such abatements. Any such liquidated damages payment shall be treated and administered by the City as a payment in lieu of taxes, and the City shall pay to the Sedgwick County Treasurer the amount of such payment for distribution among the appropriate taxing jurisdictions.
16. Legal opinions regarding certain aspects of a Bond issuance that may be required by the City Attorney or Bond Counsel.

As a guide for developing the Lease and Bond Ordinance, your proposal dated April 22, 2025, to the extent not inconsistent herewith, is incorporated as a part of this Letter of Intent.

A copy of this Letter of Intent is enclosed for your records. Please have the appropriate Tenant representative sign and return the original to the City's Economic Development Office, 455 N. Main Street – 13th Floor, Wichita, Kansas 67202, to evidence the Tenant's acceptance of the terms and conditions hereof.

Sincerely,

Lily Wu, Mayor

ATTEST:

Paul Leeker, City Clerk

ACCEPTED:

THE DOUGLAS APARTMENTS LLC

By: _____
Name:
Title:

cc: Troy Anderson, Assistant City Manager
Brian K. McLeod, Esq., Deputy City Attorney
Sarah O. Steele, Esq., Bond Counsel
Melissa Moody, Esq., Tenant Counsel

Agenda Item No. VI-3

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Public Hearing and Request by The Douglas Apartments, LLC for Approval of a Letter of Intent to Issue Multifamily Residential Revenue Bonds (District IV)

INITIATED BY: City Manager's Office – Development Services

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution and authorize the necessary signatures.

Background: The Douglas Apartments, LLC is a Kansas limited liability company that was formed to develop 36 new, high-quality apartment units. The property on which these buildings would be constructed is currently unimproved vacant parcels at 1301 W. Douglas. The project includes the construction of two three-story buildings with 18 units in each building. The project is expected to be built with workforce housing in mind, offering rents that are below market rate.

Douglas Apartments is requesting the issuance of approximately \$3,200,000 in Multifamily Residential Revenue Bonds to facilitate the acquisition, construction, and equipping of the project.

Analysis: According to the City of Wichita and Sedgwick County Economic Development Guidelines, the project qualifies for a 40% property tax abatement attributed to new capital investment between \$1,000,000 and \$5,000,000.

Based on the latest available mill levy, the estimated value of the 40% property tax abatement for the first full year is approximately \$34,024. The value of a 40% real property tax exemption as applicable to each taxing jurisdictions is:

City	\$10,137	County	\$9,398
State	\$6,880	USD 259	\$7,690

The owner/developer is also eligible for a sales tax exemption on all construction materials, furniture, fixtures, and equipment. The approximate value of the sales tax exemption is \$117,646, with the City's share being approximately \$9,172.

A cost/benefit analysis was performed by Wichita State University's Center for Economic Development and Business Research based on the proposed Letter of Intent, with the following ratio of benefits to costs:

City of Wichita	2.44 to 1.00
City General Fund	2.32 to 1.00
City Debt Service Fund	2.75 to 1.00
Sedgwick County	2.44 to 1.00
USD 259	2.71 to 1.00
State of Kansas	2.50 to 1.00

Revenue Bonds are a mechanism for achieving a sales tax exemption and/or a property tax abatement. In a Revenue Bond transaction, the City is not lending any money and bears no risk. The owner/developer is required to achieve its own financing. No taxpayer dollars are at risk. All costs associated with the issuance of bonds are borne by the owner/developer requesting the use of bonds. In accordance with Kansas Statutes Annotated 12-1740, Revenue Bonds are used for a wide variety of economic development purposes.

Financial Considerations: Douglas Apartments agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB origination fee for the term of the bonds. The bonds will be purchased by Douglas Apartments or a related entity.

Legal Considerations: Bond documents required for the issuance of the bonds will be prepared by the City's outside bond counsel, Gilmore & Bell, P.C. The City's Law Department 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, adopt the resolution and authorize the necessary signatures.

Attachments: Resolution, Letter of Intent, Agreement

RESOLUTION NO. 25-375

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS DETERMINING THE ADVISABILITY OF ISSUING MULTIFAMILY
HOUSING REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF TWO 3-STORY
APARTMENT BUILDINGS TO BE LOCATED IN THE CITY; AND
AUTHORIZING EXECUTION OF RELATED DOCUMENTS.**

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to finance the cost of acquiring, constructing and equipping two 3-story apartment buildings (the "Project") to be located in the City and to be leased by the City to The Douglas Apartments LLC, a Kansas limited liability company, or another entity to be formed by the principals of The Douglas Apartments LLC (the "Tenant").

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount of \$3,200,000 (collectively, the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds (the "Letter of Intent") in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the "Guidelines"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to:

(i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (f) the execution and delivery by the Tenant of an agreement for payment in lieu of taxes referenced in **Section 4** hereof.

Section 4. Property Tax Exemption. The Governing Body hereby determines, that pursuant to the provisions of K.S.A. 79-201a, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; and further provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second and Twenty-Fourth*; and (c) for real estate on which the Project will be located. The Governing Body hereby conditionally approves a 40% ad valorem property tax exemption on the Bond-financed property not excluded in the prior sentence of this section, for a five-year term, with an additional five-year term to be considered thereafter, at the discretion of the Governing Body, all subject to the Tenant's ongoing compliance with the Guidelines. The ad valorem property tax exemption granted is subject to the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the Governing Body with this Resolution.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 7. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After compliance with the provisions of the Letter of Intent by the Tenant has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including,

but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (b) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2026, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Paul Leeker, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on August 19, 2025, as the same appears of record in my office.

DATED: August 19, 2025.

Paul Leeker, City Clerk

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, in accordance with notice published on August 8, 2025, at Wichita.gov/LegalNotices, a public hearing was held by the Governing Body relating to the proposed issuance of not to exceed \$3,200,000 principal amount of Multifamily Housing Revenue Bonds (Douglas Apartments) (the “Bonds”). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS DETERMINING THE ADVISABILITY OF ISSUING MULTIFAMILY
HOUSING REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF TWO 3-STORY
APARTMENT BUILDINGS TO BE LOCATED IN THE CITY; AND
AUTHORIZING EXECUTION OF RELATED DOCUMENTS.**

Thereupon, _____ moved that the Resolution be adopted. The motion was seconded by _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. 25-375 and was signed by the Vice Mayor and attested by the Clerk.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Council of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Paul Leeker, City Clerk

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Public Hearings and Request to Approve a Development Agreement, Create a Community Improvement District, Approve of Letter of Intent to Issue Industrial Revenue Bonds, and Adopt a Redevelopment Project Plan for a Full-Service Hotel Located at 229 East William (District I)

INITIATED BY: City Manager's Office – Development Services

AGENDA: New Business

Recommendation: Close the public hearings, approve the agreement, place the ordinances on first reading, adopt the resolution and authorize the necessary signatures.

Background: McClellan Hotel 1923, LLC (McClellan) and Petroleum Building 1923, LLC (Petroleum) are the owners of several lots located at the southwest corner of East William Street and South Broadway Avenue. McClellan and Petroleum wish to renovate the existing buildings into a full-service hotel to include 110 rooms, 4,000 square feet of commercial retail space and associated parking improvements (Project). McClellan and Petroleum have requested assistance from the City to use pay-as-you-go Community Improvement District (CID) sales tax, Industrial Revenue Bonds (IRB) and Tax Increment Financing (TIF) to assist in the acquisition and construction of the Project.

CIDs are a community development tool that can help facilitate beneficial private development and redevelopment without negatively impacting the tax base of the City. On a pay-as-you-go basis, CID revenues are used to reimburse an owner/developer for certain eligible costs. No taxpayer dollars are at risk.

IRBs are a mechanism for achieving a sales tax exemption and/or a property tax abatement for companies that are expanding, making significant capital investments or may be hiring new employees. In an IRB transaction, the City is not lending any money and bears no risk. The company is required to achieve its own financing. No taxpayer dollars are at risk. All costs associated with the issuance of bonds are borne by the company requesting the use of bonds. IRBs are utilized for a wide variety of industries including for-profit companies, not-for-profit companies, universities, medical facilities, and affordable housing projects.

TIF is a real estate redevelopment tool that uses the increase in property tax revenues to retire the bonds sold to finance certain eligible redevelopment project costs or to reimburse the developer for certain eligible expenses on a pay-as-you-go basis. TIF does not increase tax rates within a TIF district. The amount of property tax revenue generated prior to the district being established continues to be distributed to all taxing jurisdictions while the increase in property taxes paid is used to retire bonds or reimburse eligible expenses on a pay-as-you-go basis. Again, no taxpayer dollars are at risk.

Analysis: The owner/developer will pay all construction costs associated with the Project. The incremental CID and TIF revenues will then be used to reimburse the owner/developer for certain eligible expenses on a pay-as-you-go basis. The owner/developer assumes all the risk, with no risk to the taxpayer.

The Project costs are estimated at \$43,758,856. The maximum eligible amount for reimbursement to the developer by the CID, identified in the petition, is \$2,500,000 based on projected 2% sales tax revenue for up to 22 years. The redevelopment project costs eligible for TIF reimbursement with TIF proceeds total \$4,702,827. The IRB is being used as a sales tax exemption mechanism only. The sales tax exemption is for construction materials and labor. The approximate value of the sales tax exemption is \$1,500,000, the City's share of which is approximately \$115,000.

Financial Considerations: The owner/developer has requested the use of CID and TIF on a pay-as-you-go basis. The City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to a development agreement until the maximum amounts identified in the development agreement have been reimbursed or the incentive term has expired, whichever is earlier. The owner/developer agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB origination fee for the term of the bonds. The bonds will be purchased by McClellan, Petroleum, or a related entity.

Legal Considerations: The Law Department has reviewed and approved the Development Agreement, ordinances and resolution as to form. Bond documents required for the issuance of the bonds will be prepared by the City's outside bond counsel, Gilmore & Bell, P.C. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended the City Council close the public hearings, approve the development agreement, place the ordinances on first reading, adopt the resolution and authorize the necessary signatures.

Attachments: Development Agreement, Ordinances, and Resolution

DEVELOPMENT AGREEMENT

among the

CITY OF WICHITA, KANSAS,

And

PETROLEUM BUILDING 1923, LLC

and

MCCLELLAN HOTEL 1923, LLC

Dated as of August 19, 2025

**Relating to the Development of Improvements Located at
221 S Broadway & 229 E William St**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into as of August 19, 2025 (the “**Effective Date**”), by and among the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **PETROLEUM BUILDING 1923, LLC**, a Kansas limited liability company, and **MCCLELLAN HOTEL 1923, LLC**, a Kansas limited liability company (collectively, the “**Developer**”). The City and the Developer are collectively referred to as the “**Parties**” and each a “**Party**.”

RECITALS

A. The City has previously created a Redevelopment District known as the “**Center City South Redevelopment District**” pursuant to K.S.A. 12-1770 *et seq.* (the “**TIF Act**”).

B. The Developer entities own certain real property commonly known as 221 S Broadway & 229 E William St and more particularly described on **Exhibit A** (the “**Property**”). The Property is located within Project Area 3A of the Center City South Redevelopment District.

C. Pursuant to the Developer’s request and plans to redevelop the Property, the City Council of the City (the “**Governing Body**”) has approved the Center City South Redevelopment District Project Area 3A Project Plan, dated June 2025 (the “**Project Plan**”).

D. Pursuant to a petition submitted by the Developer, the City has created the Hotel Indigo Community Improvement District (the “**CID District**”), which includes the Property.

E. Developer intends to design, construct, furnish and equip renovation of two existing structures, totaling approximately 150,000 square feet into a IHG Hotel Indigo, with a full-service restaurant, bar, retail coffee shop, and guest amenities.

F. The Parties now desire to enter into this Agreement to formalize the financing of the Project.

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

ARTICLE I

DEFINITIONS; TERM

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

“**Affiliate Entity**” means any entity wholly-owned by Developer or the principals of the Developer.

“**Base Year Assessed Valuation**” means the assessed valuation attributable to the Property on the date the Center City South Redevelopment District was established.

“**Center City South Redevelopment District**” means the tax increment financing redevelopment

district created by the City by the passage of Ordinance No. 47-475, pursuant to the TIF Act, as amended.

“Certificate of Eligible Project Costs” means a certificate relating to Eligible Project Costs in substantially the form attached hereto as ***Exhibit E***.

“Certificate of Full Completion” means a certificate in substantially the form attached as ***Exhibit B*** hereto furnished by the Developer and approved by the City pursuant to this Agreement for the Project.

“CID Act” means K.S.A. § 12-6a26 *et seq.*

“CID Administrative Fee” means an amount equal to five percent (5%) of the total annual CID Sales Tax Revenues received by the City.

“CID Costs Cap” means \$2,500,000. The CID Administrative Fee and CID Origination Fee will not be applied against the CID Costs Cap.

“CID District” means the Hotel Indigo Community Improvement District.

“CID Eligible Project Costs” means those costs paid by Developer as set forth in an approved Certificate of Eligible Project Costs, and eligible to be reimbursed from CID Sales Tax Revenues in accordance with the CID Act.

“CID Fund” means the separate fund established by the City for deposit of the CID Sales Tax Revenues received from the State and collected within the CID District, and that is used to finance or reimburse CID Eligible Project Costs pursuant to the CID Act.

“CID Origination Fee” means an amount equal to 10% of the CID Sales Tax Revenues deposited to the CID Fund.

“CID Policy” means the policy of the City governing the use of CID financing within the City, as most recently approved by the Governing Body on December 7, 2010, and as amended from time-to-time thereafter.

“CID Sales Tax” means the additional 2.0% sales tax on all taxable sales within the CID District authorized by the CID Act and City Ordinance No. [____].

“CID Sales Tax Revenues” means all revenues generated from the CID Sales Tax and received by the City.

“CID Term” means the time frame commencing on the start of CID Sales Tax collections and continuing to the earlier of (i) 22 years following the commencement of collections, or (ii) payment to Developer of all CID Eligible Project Costs (in an amount not in excess of the CID Costs Cap) plus payment to the City of all CID Administrative Fees, unless otherwise terminated in accordance with the terms of this Agreement.

“City” means the City of Wichita, Kansas.

“City Code” means collectively the Wichita/Sedgwick County Unified Building and Trade Code and the Wichita-Sedgwick County Unified Zoning Code, or any successor thereto in effect in the City

during construction of the Project.

“City Indemnified Parties” means City’s employees, agents and independent contractors and consultants.

“City Manager” means the City Manager of the City, or in the absence of the City Manager any duly appointed Deputy, Assistant or Acting City Manager.

“City Representative” means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager.

“Developer” means, individually and collectively, Petroleum Building 1923, LLC, a Kansas limited liability company, and McClellan Hotel 1923, LLC, a Kansas limited liability company, and any permitted successors and assigns.

“Developer Representative” means the Manager of McClellan Hotel 1923, LLC, or such other designee as evidenced by a written certificate furnished to the City Representative containing the specimen signature of such person or persons and signed by the Manager.

“Eligible Project Costs” means CID Eligible Project Costs and TIF Eligible Project Costs as set forth in this Agreement.

“Excusable Delays” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, earthquake, power failure, strike, shortage of materials, unavailability of labor, delays in construction of nearby public streets, roads, right-of-way, interstate or highway, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any action or inaction of any Party to this Agreement or other governmental body (including any designees of the foregoing) and any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governing Body” means the Mayor and City Council of the City.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project.

“Incremental Tax Revenues” means that amount of eligible ad valorem taxes collected from and attributed to the Property that is in excess of the amount of such ad valorem taxes collected from the Base Year Assessed Valuation, determined in accordance with the TIF Act and the Project Plan.

“Project” means the acquisition, design, construction, furnishing, equipment, and renovation, totaling approximately 150,000 square feet of a full-service hotel to be branded and operated under the IHG Hotel Indigo flag, with a full service restaurant, bar, retail coffee shop, and guest amenities.

“Project Approvals” means all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to operate and

maintain the Project.

“**Project Budget**” means the budget for the Project set forth in ***Exhibit D***.

“**Project Milestones**” means the development milestones for the completion of the Project attached as ***Exhibit C***, as more particularly set forth in this Agreement.

“**Project Plan**” means the Center City South Redevelopment District Project Area 3A Project Plan, dated June 2025, which was approved by the City pursuant to Ordinance No. [____].

“**Property**” means the real property commonly referred to as 221 S Broadway & 229 E William St. in the City, and legally described on ***Exhibit A***.

“**State**” means the State of Kansas.

“**Tax Increment Fund**” means separate fund established by the City for deposit of the Incremental Tax Revenues received by the City, and that is used to finance or reimburse TIF Eligible Project Costs pursuant to the TIF Act.

“**TIF Act**” means the Kansas Tax Increment Financing District Act, K.S.A. 12-1770 *et seq.*, as amended and supplemented from time to time.

“**TIF Costs Cap**” means \$4,702,827.

“**TIF Eligible Project Costs**” means those costs paid by Developer as set forth in an approved Certificate of Eligible Project Costs as “redevelopment project costs” as defined in the TIF Act and eligible to be reimbursed from Incremental Tax Revenues in accordance with the TIF Act, the Project Plan, and this Agreement.

“**TIF Term**” means the time frame commencing the date the ordinance approving the Project Plan becomes effective to the earlier of (i) 20 years from such date, or (ii) payment to Developer of all TIF Eligible Project Costs (in an amount not in excess of the TIF Costs Cap), unless otherwise terminated in accordance with the terms of this Agreement.

Section 1.02. Term. The Term of this Agreement will commence on the Effective Date and will continue until the expiration of both the CID Term and the TIF Term.

Section 1.03. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 2.01. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin, familial status, gender identity, genetic information, sexual orientation, veteran status or ancestry, or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 in the Municipal Code of the City of Wichita, in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Developer Project, nor will the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

The covenant established in this **Section 2.01** will, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this **Section 2.01** will remain for so long as this Agreement is in effect.

Section 2.02. Land Use Restrictions. The Property will be used only for hospitality and permitted commercial purposes, and for activities related thereto. The Developer and any tenants or landowners of the Project will not conduct any sexually-oriented businesses. The Developer and any tenants of the Project will be subject to the land use guidelines of the City Code. No prohibited uses as set forth in the City Code will be allowed within the Project.

Section 2.03. Project Design. The Developer will design the Project in accordance with all applicable City ordinances, building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

Section 2.04. Cost of the Project. The Developer shall be solely responsible for and will pay the costs of the Project, subject to the terms and conditions of this Agreement including, without limitation, the Developer's right to reimbursement of CID Eligible Project Costs from CID Sales Tax Revenues up to the CID Costs Cap and reimbursement of TIF Eligible Costs from Incremental Tax Revenues up to the TIF Costs Cap. The Developer will invest a minimum of \$40,000,000 in the Project, substantially in accordance with the Project Budget, or such lesser amount as may be approved by the City in writing.

Section 2.05. Construction of the Project. The Developer will design, engineer, construct and reconstruct the Project in accordance with this Agreement, subject to changes and modifications approved

in accordance with City Code. The Developer will obtain all Governmental Approvals and Project Approvals for the Project and the Project will conform in all material respects to all approved plans for such improvements as provided in this Agreement, applicable building codes, City ordinances and all other applicable rules and regulations.

Section 2.06. Construction Permits and Approvals. Before commencement of construction, reconstruction or development of any buildings, structures or other work or improvements constituting a portion of the Project, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in substantial conformance with this Agreement.

Section 2.07. No Waiver. Nothing in this Agreement constitutes a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the Metropolitan Area Planning Commission and Governing Body in accordance with City Code and applicable State law.

Section 2.08. Certificate of Full Completion.

(a) Promptly after completion of the Project in accordance with the provisions of this Agreement, the Developer will submit a Certificate of Full Completion to the City.

(b) Full Completion means that the Developer or its permitted successor or assigns have been granted a Temporary Certificate of Occupancy by the City and has completed all work as required by the construction plans with respect to the Project. The Certificate of Full Completion will be in substantially the form attached as *Exhibit B*.

(c) The City will, within 30 days following delivery of the Certificate of Full Completion for the Project, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The Certificate of Full Completion will be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail.

Section 2.09. Operation and Maintenance of the Project. The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. The Developer will maintain the Property in a good and safe condition, including regular maintenance and removal of vegetation in accordance with commercially reasonable industry standards.

Section 2.10. Continuous Operation. The Project may not suffer an interruption in its operations longer than 30 consecutive days or 60 days in any calendar year in the aggregate, subject to force

majeure or other Excusable Delays. If the Project's operations are interrupted or in violation of this Agreement or if any portion of the Project fails to operate substantially in accordance with this Agreement, the City can cease payment of all remaining incentives, including for reimbursement of Certificates of Eligible Project Costs previously submitted, and terminate this Agreement.

Section 2.11. Payment of Taxes and Assessments. The Developer represents and warrants to the City that it will pay or cause to be paid, at the times prescribed by State law, all ad valorem property taxes and assessments properly levied against the Project and the Property.

Section 2.12. Industrial Revenue Bonds.

(a) The City declares an intent to issue, pursuant to K.S.A. 12-1740 *et seq.* (the "IRB Act"), taxable industrial revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$42,500,000 (the "IRB") to finance construction of the Project, subject to satisfaction of the conditions set forth in this **Section 2.12**.

(b) Pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the IRB's are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. The City will apply to the State Department of Revenue for a sales tax exemption certificate upon the Developer's written acceptance of a letter of intent containing the City's conditions to the issuance of the IRB in accordance with the City's Economic Development Incentive Policy, substantially in the form attached hereto as **Exhibit F** (the "Letter of Intent"). In the event that the IRB is not issued for any reason including failure of the Developer to comply with the requirements of paragraph (d) below, Developer will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted under this Agreement.

Section 2.13 Achievement of Project Milestones.

i. **Completion of Project.** Subject to the terms and conditions of this Agreement, and except as provided otherwise below, the Developer shall comply with the Project Milestones set forth on **Exhibit C** hereto. The completion of the Project shall be evidenced by the Developer's delivery of a Certificate of Full Completion in accordance with **Section 2.08** hereof.

ii. **Failure to Complete Project.** Notwithstanding the foregoing provisions, subject to Excusable Delays, if Developer has failed to complete the Project and deliver a Certificate of Full Completion to the City within 30 months after the Effective Date of this Agreement in the manner set forth in **Section 2.08**, the Developer will no longer be eligible to receive reimbursement for any Eligible Project Costs from CID Sales Tax Revenues or Incremental Tax Revenues.

Section 2.14. Sales Tax Information.

(a) The Developer will provide the City Representative written notice of all tenants (other than residential tenants) located within the boundaries of the CID District prior to the opening or after the closing of any business within the CID District (and shall use commercially reasonable efforts to do so within 30 days prior to such opening or after such closing), and at all other times upon the written request of the City Representative.

(b) The Developer agrees to make commercially reasonable efforts to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the CID District (other than residential tenants) to be obligated by written contract to provide to the City Representative simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their commercial sales in the CID District. The Developer hereby agrees that it will make all reasonable attempts to include in each such written agreement a provision that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser; provided however, that the failure by the Developer to secure any such obligation in any written agreement entered into by the Developer shall not be deemed an Event of Default.

(c) To the extent it may legally do so, information obtained pursuant to this **Section 2.14** will be kept confidential by the City in accordance with K.S.A. 79-3657.

Section 2.15. Developer Entity Ownership. Each Developer entity represents and warrants to the City that the ownership structure of Petroleum Building 1923 LLC is identical to the ownership structure of McClellan Hotel 1923 LLC and will remain identical throughout the term of this Agreement, unless one or both of those entities is released from the Agreement pursuant to **Sections 6.02 and 6.03**.

ARTICLE III

REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

Section 3.01. Developer to Advance Costs; No Bonds Will Be Issued. In consideration for the Developer's agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs. The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special obligation bonds will be issued by the City for the Project (other than industrial revenue bonds). Developer may be reimbursed by the City for Eligible Project Costs from the Tax Increment Fund or CID Fund, as applicable, as funds are collected (the "Pay As You Go" method), and the City will have no obligation to reimburse Developer from any other source of funds.

Each Eligible Project Cost submitted by Developer in a Certificate of Eligible Project Costs will conspicuously state that such cost is either a TIF Eligible Project Cost or a CID Eligible Project Cost. If a Certificate of Eligible Project Costs is submitted without clearly stating whether Eligible Project Costs are TIF Eligible Project Costs or CID Eligible Project Costs, the City may disapprove such certificate and return it to Developer for revision pursuant to **Section 3.04**. Each Eligible Project Cost submitted for reimbursement by the Developer will be reimbursed by the City from only one funding source hereunder; in no event will Developer be reimbursed for the same Eligible Project Cost from both the Tax Increment Fund and the CID Fund.

Section 3.02. Tax Increment Fund; Reimbursement of TIF Eligible Costs.

(a) ***Creation of Fund; Deposit of Incremental Tax Revenues.*** The City will establish and maintain the Tax Increment Fund as a separate fund and account. All Incremental Tax Revenues will be deposited into the Tax Increment Fund.

(b) ***Reimbursement from the Tax Increment Fund.*** All disbursements from the Tax Increment Fund will be made only to pay or reimburse payment of TIF Eligible Project Costs. The City

will have sole control of the disbursements from the Tax Increment Fund. To the extent that the Developer has certified TIF Eligible Project Costs that remain unreimbursed, and Incremental Tax Revenues are available in the Tax Increment Fund, such disbursements will be made on a Pay As You Go basis no more than **twice annually** during the TIF Term; provided, no disbursements will be made to Developer from the Tax Increment Fund until a Certificate of Full Completion is executed by the City. In no event will Developer be reimbursed from the Tax Increment Fund in an amount in excess of the TIF Costs Cap.

The City may, to the extent permitted by law, continue to use any surplus amounts of Incremental Tax Revenues after reimbursing Developer for TIF Eligible Project Costs equal to the TIF Costs Cap for any purpose authorized by the TIF Act and Project Plan until such time as the Project is completed, but for not to exceed 20 years from the effective date of the ordinance adopting the Project Plan.

Section 3.03. CID Fund; Reimbursement of CID Eligible Project Costs.

(a) **CID Sales Tax.** The City will furnish to the Kansas Department of Revenue (“KDOR”) all documentation required to impose the CID Sales Tax upon the earlier of: (a) 10 business days after the City receives a request from the Developer; or (b) July 1, 2027. Collection of the CID Sales Tax will commence on the first day of the calendar quarter starting at least 90 days following KDOR’s receipt of the required documentation, or such other time as may be required under State law, and will continue throughout the CID Term.

(b) **Creation of Fund; Deposit of CID Sales Tax Revenues.** The City will establish and maintain the CID Fund as a separate fund and account. All CID Sales Tax Revenues will be deposited into the CID Fund.

(c) **City CID Administrative Fee.** The City will be entitled to withdraw the CID Administrative Fee from CID Sales Tax Revenues as such CID Sales Tax Revenues are received by the City from KDOR. The CID Administrative Fee will be used to cover the administration and other City costs during the CID Term and will be paid from CID Sales Tax Revenues in addition to the costs identified in the Project Budget. The CID Administrative Fee will be deemed a CID Eligible Project Cost. The \$5,000 application fee paid by Developer to the City is non-refundable and will be utilized by the City to pay or reimburse the City for a portion of the costs of creating the CID District. The CID Administrative Fee is for the administration of the CID District only.

(d) **CID Origination Fee.** In accordance with the CID Policy, the City will be entitled to withdraw from the CID Sales Tax Revenues an amount equal to the CID Origination Fee to pay any costs incurred by the City that are eligible to be paid pursuant to the CID Act. Amounts paid from the CID Sales Tax Revenues for the CID Origination Fee will not count towards the CID Costs Cap.

(e) **Reimbursement from the CID Fund.** All disbursements from the CID Fund will be made only to pay CID Eligible Project Costs. The City will have sole control of the disbursements from the CID Fund. To the extent that the Developer has certified CID Eligible Project Costs that remain unreimbursed, and CID Sales Tax Revenues are available in the CID Fund, disbursements from the CID Fund will be made no more than **quarterly** of each year during the CID Term; provided, no disbursements will be made to Developer from the CID Fund until a Certificate of Full Completion is executed by the City. In no event will Developer be reimbursed from the CID Fund in an amount in excess of the CID Costs Cap.

(f) **Public Disclosure.** The Developer will or will cause any owner, tenant or subtenant of the Project to post “Signage” adjacent to the main entrances of every retail establishment within the CID

District. Signage is to be posted and maintained throughout the Term of this Agreement. For purposes of this Agreement, "Signage" means a sign at least 24 square inches in size containing the words: "THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING" using type face of at least 18 points in size, and direct individuals to the City website for further information using type face of at least 12 points in size.

(g) **CID Policy.** The City hereby waives any requirements of the CID Policy that are inconsistent with the terms of this Agreement.

Section 3.04. Reimbursement Requests.

(a) **Form for Requests.** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit E**.

(b) **Reimbursement Requests.** Developer may submit Certificates of Eligible Project Costs no more frequently than every six months.

(c) **Actual Costs Incurred.** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer.

(d) **Evidence of Eligible Project Costs.** The Developer will provide itemized invoices, receipts or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs (and specifically, whether such cost is a CID Eligible Project Cost or a TIF Eligible Project Cost) and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will show the date such cost was paid, the payee, a brief description of the type of cost paid, the amount paid, and whether the cost is a TIF Eligible Project Cost or a CID Eligible Project Cost. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

(e) **City Inspection.** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

(f) **City Review of Eligible Project Costs.** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the Tax Increment Fund or CID Fund, as applicable, in accordance with the terms of this Agreement, within 30 days of the City's approval of the Certificate of Eligible Project Costs (provided money is then available in the applicable fund to pay such approved reimbursement). If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs

will not be unreasonably withheld.

Section 3.05. Right to Inspect and Audit. The Developer agrees that, up to one year after the later of completion of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

ARTICLE IV

INDEMNITY

Section 4.01. Indemnification of City.

(a) Developer agrees to indemnify and hold the City and the City Indemnified Parties harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

- (i) the Developer's actions and undertaking in implementation of the Project or this Agreement;
- (ii) the negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants engaged or employed by the Developer in connection with the management, design, development, redevelopment and construction of the Project; and
- (iii) any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any joint venture partner, lender, architect, contractor, consultant or other vendor.

It is understood that the duty of the Developer to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

This **Section 4.01** will not apply to: (i) willful misconduct or gross negligence of the City or its officers, agents, or employees or the City Indemnified Parties, or (ii) suits between the City (or any one or more of the City Indemnified Parties) and the Developer. This **Section 4.01** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

(b) In the event any suit, action, investigation, claim or proceeding is begun or made as a result of which either Party may become obligated to one or more of the City Indemnified Parties hereunder, such Party shall promptly notify the other Party of the occurrence of such event. The City will use its best efforts to coordinate with the City Indemnified Parties to obtain and provide such notice to the Developer.

Section 4.02. Survival. The rights to indemnification set forth in this Agreement will survive the expiration or earlier termination of this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Defaults – General. Failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 5.02** below, constitutes an “Event of Default” under this Agreement. The party claiming default will give written notice of default to the defaulting Party, specifying the nature of the default.

Section 5.02. Default Proceedings. The party claiming default will not institute proceedings against a defaulting Party, nor be entitled to damages or any other remedy if the defaulting Party within 30 days from receipt of the written notice of default set forth in **Section 5.01**, commences with due diligence to cure, correct or remedy such failure or delay and completes such cure, correction or remedy within 60 days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such 60 day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 5.03. Remedies on Default.

(a) Whenever any Event of Default by the City occurs and is continuing, subject to applicable notice and cure periods, the Developer may: (1) pursue a remedy in equity to compel specific performance of this Agreement by the City; and/or (2) pursue any other remedy at law, provided that any monetary damages resulting from such action pursuant to this **Subsection 5.03(a)(2)** shall only be payable from Incremental Tax Revenues or CID Sales Tax Revenues and limited to such receipts actually received by the City.

(b) Whenever any Event of Default by the Developer occurs and is continuing, subject to applicable notice and cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and except for specific performance of this Agreement, and/or (2) retain Incremental Tax Revenues or CID Sales Tax Revenues to apply to monetary defaults, and/or (3) terminate the CID Sales Tax, and/or (4) terminate the Project Plan, and/or (5) terminate this Agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this **Section 5.03(c)**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(d) If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then and in every

case the Parties will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties will continue as though no such proceeding had been instituted.

Section 5.04. Legal Actions.

(a) ***Institution of Legal Actions.*** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Sedgwick County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law.*** The laws of the State of Kansas govern the interpretation and enforcement of this Agreement.

Section 5.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 5.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. No waiver made by a Party will apply to obligations beyond those expressly waived.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest. Except for amendments to extension of performance times or the Project Budget, which may be approved and executed on behalf of the City by the City Representative, each amendment must be approved by resolution adopted by the Governing Body.

Section 6.02. Assignment.

(a) The Developer may at any time with prior written notice to the City (including a copy of the proposed Assignment Agreement, as defined below) but without the need for approval from the City: (i) assign, transfer and convey all or substantially all of the Developer's rights and duties under this Agreement to an Affiliate Entity; (ii) sell, transfer and convey all or any portion of the Project, and the underlying real property, owned by the Developer to an Affiliate Entity; and (iii) make a collateral assignment of its rights under this Agreement to a single financial institution as security for a financing of the Project.

(b) Otherwise, the Developer may not assign, transfer, or convey all or substantially all of the Developer's rights and duties under this Agreement to a third party without the City's prior written consent, which may be granted or withheld in the City's sole discretion.

Section 6.03. Successors and Assigns. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors

and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project shall be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer shall be entitled to any rights whatsoever or claim upon the reimbursements from Tax Increments Revenues or CID Sales Tax Revenues, except as specifically authorized in writing by the Developer and the City.

Section 6.04. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

Section 6.05. Notice. All notices and requests required or desired to be given pursuant to this Agreement will be in writing and will be sent as follows:

To Developer:

Petroleum Building 1923, LLC
McClellen Hotel 1923, LLC
Attn: Randy Furstenberg CEO, Crain Development
334 St Francis
Wichita, KS 67202
Email: randyf@crainco.com

with a copy to:

Hinkle Law Firm, LLC Attn: Chris Arellano.
1617 N. Waterfront Pkwy, Suite 400
Wichita, KS 67206
Email: carellano@hinklaw.com

To the City:

City of Wichita
Attn: City Manager
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202
Email: rlayton@wichita.gov

with a copy to:

City of Wichita
Department of Economic Development
Attention: Troy Anderson
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202
Email: tanderson@wichita.gov

and

City of Wichita
Department of Law
Attention: City Attorney
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202
Email: jmagana@wichita.gov

or at such other addresses as the Parties may indicate in writing to the other either by email, personal delivery, national overnight courier service, or by certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof. Emailed notices will be deemed effective: (a) when sent, if followed by transmittal by national overnight courier or hand delivery on the next business day; or (b) upon recipient's acknowledgment of receipt. Mailed notices sent via certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof, will be deemed effective on the third day after mailing; mailed notices sent via national overnight courier service will be deemed effective on the next business day after they are sent; all other notices will be effective when delivered.

Section 6.06. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement. Hand signatures transmitted via portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

Section 6.07. Conflicts of Interest.

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

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

Section 6.08. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 6.09. Tax Implications. The Developer acknowledges and represents that (1) neither

the City, nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon their own tax advisors in this regard.

Section 6.10. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by Developer Representative; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this **Section 6.10.**

Section 6.11. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.12. References. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. All references to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

Section 6.13. Headings. Headings are for convenience only and do not affect the interpretation of this Agreement.

Section 6.14. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

Section 6.15. Recording. This Agreement, or a memorandum of this Agreement, shall be promptly recorded by the Developer at Developer's cost after execution against the Property.

Section 6.16. No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

Section 6.17. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 6.18. Reporting Requirements. Developer will cooperate with the City and/or the Secretary of Commerce of the State to provide information required for compliance with the reporting requirements in K.S.A. Section 74-50,226 *et seq.* Developer will also pay any and all administrative fees to be collected by the Secretary of Commerce or the State in connection with these reporting requirements.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

CITY OF WICHITA, KANSAS

By: _____
Lily Wu, Mayor

ATTEST:

Deputy City Clerk

STATE OF KANSAS)
)
) ss.
COUNTY OF SEDGWICK)

On this ____ day of _____, 2025, before me personally appeared Lily Wu, personally known, who being by me duly sworn did say that she is the Mayor of the City of Wichita, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that she executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

APPROVED AS TO FORM:

Jennifer R. Magaña

b Jennifer Magaña, Director of Law
and City Attorney

MCCLELLAN HOTEL 1923 LLC

By: _____
Name: _____
Title: _____

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

On this _____ day of _____, 2025, before me personally appeared
_____, to me personally known, who being by me duly sworn did say that s/he is
the _____ of MCCLELLAN HOTEL 1923 LLC, and that said instrument was signed and
delivered on behalf of said limited liability company and acknowledged to me that s/he executed the same
as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year
first above written.

Notary Public

PETROLEUM BUILDING 1923 LLC

By: _____

Name: _____

Title: _____

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

On this _____ day of _____, 2025, before me personally appeared
_____, to me personally known, who being by me duly sworn did say that s/he is
the _____ of PETROLEUM BUILDING 1923 LLC, and that said instrument was signed
and delivered on behalf of said limited liability company and acknowledged to me that s/he executed the
same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year
first above written.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 14, 16, 18 and 20, on Lawrence, now Broadway Avenue, in Greiffenstein's Addition to Wichita, Sedgwick County, Kansas.

Lots 22, 24 and 26, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by City of Wichita ordinance No. 140.

Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas

Unit 1, Unit 2, Unit 3, Unit 4, Unit 5A, Unit 5B, Unit 6, Unit 7 and Unit 8, in Petroleum Building, a Condominium located on Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140, together with an undivided interest in the common areas and facilities as established by the Declaration of Office Condominium recorded as Doc.#/FLM-PG: 28810901.

EXHIBIT B
FORM OF CERTIFICATE OF FULL COMPLETION

Pursuant to that certain Development Agreement dated as of August 19, 2025 (the “**Agreement**”) among the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **PETROLEUM BUILDING 1923 LLC**, a Kansas limited liability company, and **MCCLELLAN HOTEL 1923 LLC**, a Kansas limited liability company (collectively, the “**Developer**”), the Developer hereby certifies to the City as follows:

1. That as of _____, 20_____, the construction, renovation, repairing, and equipping of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Project has been completed in a good and workmanlike manner and in accordance with the Project construction plans and contains all components of the applicable portion of the Project required by or described in the Agreement.

3. This Certificate of Full Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Project has been substantially completed in accordance with the Agreement.

4. This Certificate of Full Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the applicable portion of the Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the acceptance of this Certificate by the City, shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of
_____, _____.

[_____], LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF WICHITA, KANSAS

By: _____

Name: _____

Title: _____

EXHIBIT C

PROJECT MILESTONES

<u>Date</u>	<u>Developer Obligation</u>
November 1, 2025	Submit an application and associated construction drawings sufficient to obtain a Building Permit from City of Wichita and Sedgwick County Metropolitan Area Building & Construction Department
April 1, 2026	Commence Construction of the Project
August 1, 2027	Obtain Temporary Certificate of Occupancy for all buildings comprising the Project

EXHIBIT D

PROJECT

BUDGET

Total Cost Estimate

Hotel Indigo Estimated Project Costs	
Acquisition Costs	\$ 4,195,195
Financing Costs	884,629
Soft Costs	5,131,461
Total Hard Costs	30,197,572
Interest Carry Cost	<u>3,350,000</u>
 Total Uses	\$ 43,758,856

TIF Eligible Project Budget

Hotel Indigo TIF Eligible Expenses	
Acquisition Costs	\$ 4,195,195
Petroleum Garage Updates	141,800
Parking Lot & Site Work	325,832
Utility Work	<u>40,000</u>
 Total TIF Eligible Expenses	\$ 4,702,827

CID Eligible Project Budget

Hotel Indigo CID Eligible Expenses	
Soft Costs	\$ 5,131,461
Hard Costs (excl. parking, site work and utility)	<u>29,689,940</u>
 Total CID Eligible Expenses	\$ 34,821,400

EXHIBIT E
FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS

Request No. _____

Date: _____

Pursuant to the Development Agreement (the "Agreement") by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "City"), and [____], LLC, a Kansas limited liability company (the "Developer"), Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, notation of whether each cost is a CID Eligible Project Cost or TIF Eligible Project Cost, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are costs that are reimbursable under the Agreement.
5. Each item listed above has not been previously reimbursed pursuant to the Agreement and no part has been included in any other certificate previously filed with the City.
6. Developer is not in default or breach of any term or condition of the Agreement or any other agreement between the Developer and the City, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
7. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

[____], LLC

By: _____
Name: _____
Title: _____

Approved this ____ day of _____, 20____

CITY OF WICHITA

By: _____
City Representative

ATTACHMENT I
TO CERTIFICATE OF ELIGIBLE PROJECT COSTS

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made	Amount to be reimbursed	CID Eligible or TIF Eligible	Description of Expenditure
---------------------------------------------------------------	----------------------------	---------------------------------	----------------------------

[supporting documents attached]

EXHIBIT F
FORM OF IRB LETTER OF INTENT



[August 19, 2025]

Petroleum Building 1923, LLC
McClellen Hotel 1923, LLC
Attn: Randy Furstenberg CEO, Crain Development
334 St Francis
Wichita, KS 67202

At its regular meeting held on August 19, 2025, the City Council (the “Governing Body”), of the City of Wichita, Kansas (the “City”) adopted Resolution No. 25-[] (the “Resolution of Intent”) indicating an intent to issue an aggregate principal amount not to exceed \$42,500,000 in City of Wichita, Kansas Taxable Industrial Revenue Bonds (Hotel Indigo Project) (the “Bonds”), for the purposes further set forth below, subject to certain conditions, including the execution of a letter of intent as described in the Resolution of Intent.

The Mayor of the City, on behalf of the Governing Body, hereby tenders its written intent to issue the Bonds. Absent subsequent rescission or extension by action of the Governing Body, this intent to issue the Bonds will remain in effect for a period ending December 31, 2027. This letter (the “Letter of Intent”) is an indication of the intent of the City to issue the proposed Bonds, and is subject in all respects to the Governing Body’s final approval of the terms of a Bond Ordinance, Trust Indenture, Site Lease, Project Lease and other related documents for the Bonds (collectively, the “Financing Documents”). In the event that the proposed Bonds are not ultimately issued for any reason, the City shall not be deemed to have assumed or incurred any liability or obligation to Petroleum Building 1923 LLC, a Kansas limited liability company or McClellan Hotel 1923 LLC, a Kansas limited liability company (collectively, the “Tenant”) or any other party by virtue of any proceedings or actions taken in connection therewith.

The purpose of the Bond issue will be to enable the Tenant to finance the cost of acquiring, constructing, renovating, and equipping a hotel facility in the City to be located at 221 S Broadway & 229 E William St, Wichita, Kansas (the “Project”) to be leased by the City to the Tenant. The Tenant has represented that a total capital investment of approximately \$42,500,000 will be made in the Project.

The Governing Body has determined that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. This sales tax exemption has an estimated value of \$1,500,000. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

The sales tax exemption is within the description of “public incentives” in the City of Wichita/Sedgwick County Economic Development Guidelines (the “Guidelines”) and will be fully subject

to the ongoing compliance and repayment provisions of such Guidelines, the provisions of the Resolution of Intent and the requirements set forth in this Letter of Intent.

This intent to issue the Bonds is given subject to the following conditions:

1. Preparation of an appropriate Bond Ordinance, which will contain a provision pledging the financed property and net earnings therefrom as security for payment of the Bonds, pursuant to K.S.A. 12-1744.
2. Negotiation of a Lease Agreement (the "Lease") which shall incorporate the following:
 - a) A provision prohibiting assignments or subleases made without the City's consent, subject to any prior City approval of required subleases;
 - b) A provision regarding the Tenant's option to purchase the Project that states a firm option price and the obligation of the Tenant to provide for payment of all other expenses related to the exercise of such option to purchase;
 - c) An agreement that the Tenant will use and operate the Project in accordance with all applicable environmental laws and regulations, and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City's own agents or employees) arising under any environmental law or regulation;
 - d) An agreement to obtain all insurance the City may require in connection with the construction, maintenance or operation of the Project, or liabilities arising out of the operation of the Project;
 - e) An agreement requiring the Tenant to comply with the ordinances of the City, as then in existence or as may thereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City;
 - f) An agreement by the Tenant that it will not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and its use or occupancy of the Project;
 - g) An agreement by the Tenant that it will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000 et seq.; the Code of the City of Wichita Section 2.12.950; and, any laws amendments or regulations promulgated thereunder, including any ordinance of the City presently existing or hereinafter enacted, which pertains to civil rights and equal employment opportunity;
 - h) An agreement by the Tenant that it will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and the Tenant will annually file an Equal Employment Opportunity/Affirmative Action Plan with the City;

- i) An agreement by the Tenant that it will, during the term of the Lease, in addition to performing the Tenant's obligations to pay impositions relating to the Project or its interest therein required by the Lease, (subject to any lawful right to contest the same) timely pay all *ad valorem* property taxes lawfully levied against the Tenant's real or personal property in Sedgwick County, Kansas;
 - j) An agreement by the Tenant that it will, during the term of the Lease, comply with all applicable governmental laws, rules and regulations applicable to the Project; and
 - k) An agreement by the Tenant that it will, during the term of the Lease, abide by the terms and conditions of this Letter of Intent.
3. Execution of guarantees for the payment of the Bonds that may be required by the purchaser or underwriter of the Bonds, (which, for the Tenant, may be in the form of an unconditional guaranty incorporated in the Lease).
4. Agreement by the Tenant or other party to the transaction to pay all costs incurred by the City for processing the application to issue the Bonds and in connection with the subsequent issuance of the Bonds.
5. Agreement by the Tenant to enter into the City's Origination Fee Agreement providing for annual payments of \$2,500 in each year that the Bonds are outstanding.
6. Agreement that, prior to the issuance of the Bonds, the Tenant will have an approved Equal Employment Opportunity/Affirmative Action Plan on file with the City.
7. Agreement by the Tenant or other appropriate party to furnish to the City copies of any annual financial statements and accompanying audit reports required by the Guidelines.
8. Agreement that, prior to issuance of the Bonds, the Tenant will provide proof that all *ad valorem* property taxes on the Project property which are due and owing up to the proposed date of issuance have been paid.
9. Agreement that, prior to the issuance of the Bonds, the Tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing, or if no real property is conveyed to the City, evidence acceptable to the City that the Tenant has title to the real property on which the Project is located.
10. An arrangement (such as a Bond Purchase Agreement or a Bond Placement Agreement) for the sale/placement of the Bonds which shall contain suitable indemnification agreements from the Tenant and any underwriter indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.
11. If the Bonds are to be sold by public sale, agreement that the Tenant will not, while any of the Bonds are outstanding, have a commercial banking relationship with the trustee for the Bond issue; or, if the Bonds are to be privately placed, agreement that the Tenant will not have such a relationship with the trustee for the Bond issue unless the purchasers of the Bonds shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.

12. Where the Project involves the acquisition of any interest in real property, an agreement by the Tenant to provide the City, at the time the Lease is submitted for review, an Environmental Site Assessment (“ESA”) performed by an independent consultant recognized as an expert in the area that documents the environmental condition of the property. Bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property.
13. If the Project involves new construction, substantial renovation or substantial landscaping, the Tenant shall provide the following:
 - a) An agreement to provide the City with documented evidence, prior to the issuance of the Bonds, that the Tenant used procedures that do not exclude qualified Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) from serving as subcontractors, engineers, architects, suppliers and vendors on the Project; and
 - b) If the Project has not been completed at the time the Bonds are issued, a performance bond naming the City and the bond trustee as additional insureds in an amount sufficient to secure completion of the Project.
14. In connection with the Public Incentives approved in connection with the Project, the Lease shall include:
 - a) An agreement by the Tenant to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with the conditions contained in the Resolution of Intent, including any annual reports required of the Tenant and any inspections of the Tenant’s premises or interviews with the Tenant’s staff;
 - b) A commitment for completion of the capital investment goals upon which approval of the Public Incentives was based; and
 - c) An agreement that the Tenant may be required to make a payment to the Kansas Department of Revenue in amount of additional Kansas, County or City sales and use tax which the Tenant would have been required to bear on personal property and services obtained for the Project, if such property and services had been obtained with funds of the Tenant rather than with proceeds of the Bonds.
15. Legal opinions regarding certain aspects of a Bond issuance that may be required by the City Attorney or Bond Counsel.

As a guide for developing the Lease and Bond Ordinance, your proposal dated March 11, 2025, to the extent not inconsistent herewith, is incorporated as a part of this Letter of Intent.

A copy of this Letter of Intent is enclosed for your records. Please have the appropriate Tenant representative sign and return the original to the City’s Economic Development Office, 455 N. Main Street – 13th Floor, Wichita, Kansas 67202, to evidence the Tenant’s acceptance of the terms and conditions hereof.

Sincerely,

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

ACCEPTED:

PETROLEUM BUILDING 1923 LLC

By: _____

Name:

Title:

MCCLELLAN HOTEL 1923 LLC

By: _____

Name:

Title:

cc: Troy Anderson, Assistant City Manager
Brian K. McLeod, Esq., Deputy City Attorney
Sarah O. Steele, Esq., Bond Counsel
Chirs Arellano, Esq., Tenant Counsel

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The City Commission (the "Governing Body") of the City of Wichita, Kansas (the "City") met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

A City representative outlined certain information regarding the creation of a proposed community improvement district in accordance with K.S.A. 12-6a26 *et seq.*, as amended (the "Act"). Thereafter, pursuant to notice published and mailed in accordance with the requirements of the Act, the Mayor opened the public hearing regarding the creation of the proposed community improvement district. After hearing the comments of persons desiring to speak with respect to the above matter, the Mayor closed the public hearing. There was then presented an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF WICHITA, KANSAS ESTABLISHING THE
HOTEL INDIGO COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING
THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING
THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT
IMPROVEMENTS; LEVYING A 2.0% CID SALES TAX; PROVIDING FOR THE
METHOD OF FINANCING THE SAME; AND AUTHORIZING THE
EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.**

Commissioner _____ moved that the Ordinance be passed on first reading. The motion was seconded by Commissioner _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance on first reading was carried by the following vote of the Governing Body:

Aye:

Nay:

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Deputy City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 26, 2025**

The City Commission (the "Governing Body") of the City of Wichita, Kansas (the "City") met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

There was then presented on the consent agenda the second reading of an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF WICHITA, KANSAS ESTABLISHING THE
HOTEL INDIGO COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING
THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING
THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT
IMPROVEMENTS; LEVYING A 2.0% CID SALES TAX; PROVIDING FOR THE
METHOD OF FINANCING THE SAME; AND AUTHORIZING THE
EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.**

Mayor _____ moved that the consent agenda be passed. The motion was seconded by Vice-Mayor _____ and upon being put, the motion for the passage of the consent agenda, including final passage of the Ordinance, was carried by the following vote of the Governing Body:

Aye:

Nay:

The Ordinance was then duly numbered Ordinance No. 52-802, was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City and recorded with the Sedgwick County Register of Deeds.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Deputy City Clerk

(Published at Wichita.gov/LegalNotices on August 29, 2025)

ORDINANCE NO. 52-802

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS ESTABLISHING THE HOTEL INDIGO COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 2.0% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

WHEREAS, the provisions of KS.A. 12-6a26 *et seq.*, as amended, (the "Act") set forth the procedure for the establishment of a community improvement district; and

WHEREAS, pursuant to the Act, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City"), which Petition proposes the creation of a community improvement district (the "Hotel Indigo Community Improvement District"), the completion of a project therein consisting of redevelopment of certain property into a hotel facility, and associated financing and administrative costs, and other items eligible for reimbursement under the Act (the "CID Project"), provides the maximum cost of the CID Project, and proposes the imposition of a community improvement district sales tax in the amount of 2.0% (the "CID Sales Tax"); and

WHEREAS, the Act provides that prior to creating a community improvement district, the City Council of the City (the "Governing Body") shall, by resolution, direct and order a public hearing on the advisability of the creation of such community improvement district; and

WHEREAS, the Governing Body adopted Resolution No. 25-321 (the "Resolution") on July 15, 2025, directing that a public hearing on the proposed Hotel Indigo Community Improvement District be held August 19, 2025, and directing the City Clerk to provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the Resolution was published once each week for two consecutive weeks in the official newspaper of the City and notice of the hearing regarding the creation of the Hotel Indigo Community Improvement District was given to all property owners within the proposed Hotel Indigo Community Improvement District in accordance with the Act.

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

Section 1. Creation of the Hotel Indigo Community Improvement District; Authorization of CID Project. The Governing Body hereby creates the Hotel Indigo Community Improvement District within the City and approves the boundaries thereof. A legal description of the property within the Hotel Indigo Community Improvement District is set forth in **Exhibit A** attached hereto. A map generally outlining the boundaries of the Hotel Indigo Community Improvement District is attached hereto as **Exhibit B** and incorporated herein by reference. The Governing Body hereby finds and determines that it is advisable to authorize the CID Project described herein and as such authorizes the CID Project.

Section 2. Maximum Cost of CID Project; No Special Assessments. The estimated cost of the CID Project is \$41,015,094. The maximum cost of the CID Project expected to be funded from the CID Sales Tax, exclusive of administrative fees, is \$2,500,000.

Section 3. Method of Financing. The Project will be financed on a pay-as-you-go basis from revenues received from the imposition the CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the District. There will be no special assessments levied pursuant to the Act and there will be no bonds issued pursuant to the Act.

Section 4. Imposition of CID Sales Tax. The Governing Body hereby imposes the CID Sales Tax within the Hotel Indigo Community Improvement District in an amount of 2.0% on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the Hotel Indigo Community Improvement District. The City Clerk shall cause all notices required by the Act to be given following passage of this ordinance. The CID Sales Tax will commence on the day set forth in the required documentation provided by the City to the Kansas Department of Revenue or as soon as may be imposed thereafter. The CID Sales Tax shall remain in effect for the maximum period provided for in the Act, or such period as may be required for payment from CID Sales Tax revenues of the maximum amount of costs approved for CID Project in *Section 2*, above, whichever is the lesser period.

Section 5. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the Act.

Section 6. Segregation of the Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Hotel Indigo CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis and related expenses.

Section 7. Development Agreement. The City and signers of the Petition have negotiated a Development Agreement (the "Development Agreement") relating to the CID Project, the development thereof, and the construction and payment of improvements related thereto. The Development Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Manager and as may be approved as to form by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Ordinance and the Development Agreement, as may be approved by the City Manager and as may be approved as to form by the City Attorney, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 8. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect thereto.

Section 9. Effective Date; Recording. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City. This Ordinance shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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PASSED by the City Council of the City of Wichita, Kansas, on August 26, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TOFORM:



Jennifer Magana, Director of Law
and City Attorney

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 26, 2025; that the record of the final vote on its passage is found on page ____ of journal____; and that the Ordinance or a summary thereof was published in the official City newspaper on August 29, 2025.

DATED: August 29, 2025.

Deputy City Clerk

EXHIBIT A

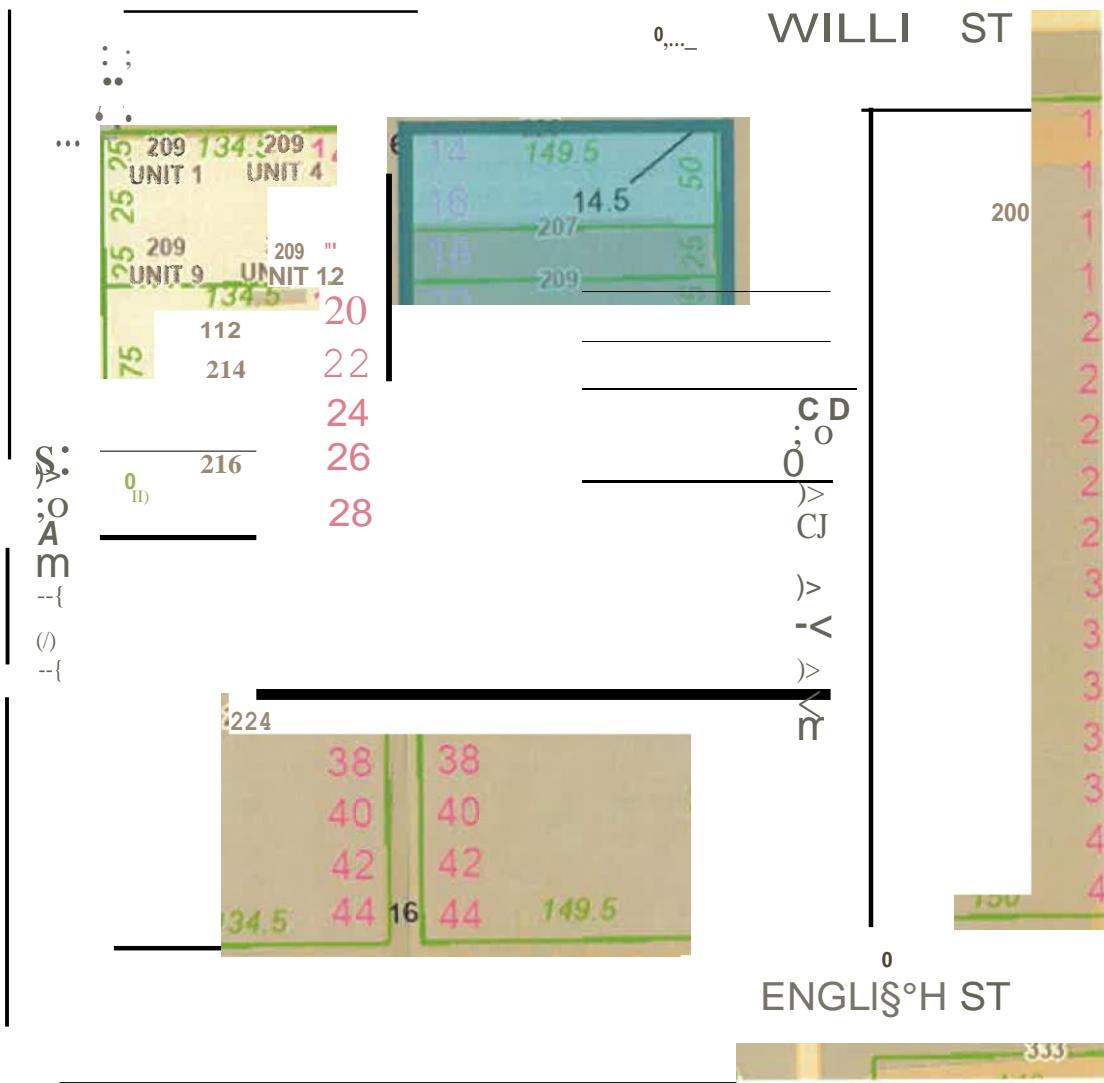
LEGAL DESCRIPTION OF DISTRICT

The following described property in the City of Wichita, Sedgwick County, Kansas:

Lots 14, 16, 18 and 20, on Lawrence, now Broadway Avenue, in Greiffenstein's Addition to Wichita, Sedgwick County, Kansas.
Lots 22, 24 and 26, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by City of Wichita ordinance No. 140.
Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, Sedgwick County, Kansas
Unit 1, Unit 2, Unit 3, Unit 4, Unit 5A, Unit 5B, Unit 6, Unit 7 and Unit 8, in Petroleum Building, a Condominium located on Lots 28, 30, 32 and 34, on Lawrence Avenue, now Broadway Avenue, in Greiffenstein's Addition to the City of Wichita, together with that portion of vacated Lawrence Avenue, now Broadway Avenue, vacated by the City of Wichita Ordinance No. 140, together with an undivided interest in the common areas and facilities as established by the Declaration of Office Condominium recorded as Doc.#/FLM-PG: 28810901.

EXHIBITB

MAP OF DISTRICT



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

A City Representative outlined certain information regarding the proposed project plan for redevelopment of the Project Area 3A of the Center City South Redevelopment District in accordance with K.S.A. 12-1770 *et seq.*, as amended (the “Act”). Thereafter, pursuant to Resolution No. 25-320 of the City and a Notice of Public Hearing duly published at Wichita.gov/LegalNotices on August 8, 2025, and mailed certified mail, return receipt requested, to each owner and occupant of land within the proposed redevelopment project area, to the Board of County Commissioners of Sedgwick County, Kansas and the Board of Education of Unified School District No. 259, the Mayor opened the public hearing regarding the proposed project plan.

After hearing the comments of persons desiring to speak with respect to the above matters, the Mayor closed the public hearing.

There was presented to the Governing Body an Ordinance entitled:

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS ADOPTING A REDEVELOPMENT PROJECT PLAN FOR PROJECT AREA
3A OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT WITHIN THE
CITY.**

Councilmember _____ moved that the Ordinance be approved for first reading. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage upon first reading of the Ordinance was carried by the vote of the Governing Body as follows:

Aye:

Nay:

(Other Proceedings)

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Council of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Deputy City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 26, 2025**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented for second reading on the Governing Body’s consent agenda an Ordinance entitled:

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS ADOPTING A REDEVELOPMENT PROJECT PLAN FOR PROJECT
AREA 3A OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT
WITHIN THE CITY.**

Mayor _____ moved that the consent agenda be passed. The motion was seconded by Vice-Mayor _____. The motion that the consent agenda be passed, including final passage of the Ordinance, was carried by not less than a two-thirds vote of the Governing Body as follows:

Aye:

Nay:

The Ordinance was then duly numbered Ordinance No. 52-_____, was signed by the Mayor and attested by the Clerk, and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Council of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Deputy City Clerk

ORDINANCE NO. 52-[]

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS ADOPTING A REDEVELOPMENT PROJECT PLAN FOR PROJECT
AREA 3A OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT
WITHIN THE CITY.**

WHEREAS, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) desires to promote, stimulate and develop the general and economic welfare of the City and the state of Kansas (the “State”) and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by acquiring property and providing for the development and redevelopment thereof and the financing relating thereto; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1770, *et seq.*, as amended (the “TIF Act”), the City is authorized to establish redevelopment districts within eligible areas of the City, as said terms are defined in the Act, to approve redevelopment district plans for the completion of redevelopment projects within such redevelopment project areas, and to finance all or a portion of redevelopment project costs from tax increment revenues and various fees collected within such redevelopment district, revenues derived from redevelopment projects, revenues derived from local sales taxes, other revenues described in the Act, or a combination thereof or from the proceeds of full faith and credit tax increment bonds of the City or special obligation tax increment bonds of the City payable from such described revenues; and

WHEREAS, pursuant to TIF Act and Ordinance No. 47-475, passed May 8, 2007, and published May 11, 2007, the City Council (the “Governing Body”) of the City established a redevelopment district pursuant to the TIF Act known as the Center City South Redevelopment District (the “District”) and approved a District Plan (the “District Plan”), and

WHEREAS, the District Plan, as amended from time to time in accordance with the TIF Act, provides that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City pursuant to the TIF Act; and

WHEREAS, the City has prepared a redevelopment project plan entitled “Center City South Redevelopment District Project Area 3A Project Plan, dated June 2025” (the “Project Plan”) in accordance with the Act which Project Plan includes rehabilitation of property within the project area including but not limited to site acquisition, site improvements, parking, landscaping, lighting, infrastructure, and streetscape improvements, including the costs of design, engineering, surveying and inspection; and

WHEREAS, the City is considering adoption of the Project Plan; and

WHEREAS, on June 26, 2025, the Wichita-Sedgwick County Metropolitan Area Planning Commission reviewed the proposed Project Plan and adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, a copy of the Project Plan has been delivered by the City to the Board of County Commissioners of Sedgwick County, Kansas and to the Board of Education of U.S.D. No. 259, Sedgwick County, Kansas (Wichita); and

WHEREAS, pursuant to the requirements of the Act and Resolution No. 24-430, adopted July 15, 2025, the Governing Body set a public hearing to consider the adoption of the Project Plan on August 19, 2025, at 9:00 a.m. or as soon thereafter as the matter could be heard, at the City Council Chambers in City Hall, 455 N. Main, Wichita, Kansas; and

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

WHEREAS, on August 19, 2025, the public hearing was opened, public comment was received by the Governing Body and the public hearing was closed; and

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

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

Section 1. Project Plan Approval. The Project Plan for the redevelopment of the Project Area 3A within the District, together with all attachments and exhibits thereto, which is on file in the office of the City Clerk, is hereby adopted

Section 2. Further Action. The Mayor, City Manager, Director of Finance, City Clerk, City Attorney and other officials, agents and employees of the City, including Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 3. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City and publication one time in the official City newspaper.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

PASSED by not less than two-thirds vote the City Council of the City on August 26, 2025 and
SIGNED by the Mayor.

(SEAL)

Lily Wu, Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:


Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 52-____ (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by not less than two-thirds vote of the City Council on August 26, 2025, that the record of the final vote on its passage is found on page ____ of journal ____; that a Summary of the Ordinance was published in the official newspaper of the City on August 29, 2025; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: August 29, 2025.

Deputy City Clerk

(Published in the *Wichita Eagle* on August 29, 2025)

SUMMARY OF ORDINANCE NO. 52-[]

On August 26, 2025, the City Council of the City of Wichita, Kansas (the “City”) passed an ordinance entitled:

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS ADOPTING A REDEVELOPMENT PROJECT PLAN FOR PROJECT
AREA 3A OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT
WITHIN THE CITY.**

The Ordinance authorizes the approval of a redevelopment project plan entitled “Center City South Redevelopment District Project Area 3A Project Plan, dated June 2025” (the “Project Plan”) regarding the financing and rehabilitation of property within the project area including but not limited to site acquisition, site improvements, parking, landscaping, lighting, infrastructure, and streetscape improvements, including the costs of design, engineering, surveying and inspection. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

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

DATED: August 29, 2025.

Jennifer Magaña, Director of Law
and City Attorney

RESOLUTION NO. 25-383

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICIDTA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF A HOTEL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to finance the cost of acquiring, constructing, renovating, and equipping a hotel facility (the "Project") to be located in the City and to be leased by the City to Petroleum Building 1923 LLC and McClellan Hotel 1923 LLC (collectively, the "Tenant") or an entity or entities formed by the principal of Petroleum Building 1923 LLC or McClellan Hotel 1923 LLC; and

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction, renovation, and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$42,500,000 (collectively, the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds (the "Letter of Intent") in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the "Guidelines"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees

and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 5. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After compliance with the provisions of the Letter of Intent by the Tenant has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (b) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2027, unless extended by affirmative vote of a majority of the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:



Jennifer Magana, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on August 19, 2025, as the same appears of record in my office.

DATED: August 19, 2025.

Shinita Rice, Deputy City Clerk

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The City Council (the "Governing Body") of the City of Wichita, Kansas (the "City") met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent: .

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Among other business, in accordance with notice published on August 12, 2025, at Wichita.gov/LegalNotices, a public hearing was held by the Governing Body relating to the proposed issuance of not to exceed \$42,500,000 principal amount of Taxable Industrial Revenue Bonds (Hotel Indigo Project) (the "Bonds"). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE
INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE
ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF A
HOTEL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING
EXECUTION OF RELATED DOCUMENTS.**

Thereupon, _____ moved that the Resolution be adopted. The motion was seconded by _____ The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. 25-383 and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Council of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Shinita Rice, Deputy City Clerk

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Amendments to Title 4.08 of the Code of the City of Wichita Relating to the Creation of a Common Consumption Area for the Consumption of Alcoholic Liquor

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinances on first reading and authorize the necessary signatures.

Background: On July 8, 2025, the City Council passed amendments to Title 4.08 of the City Code which authorized the City to be a permit holder for a common consumption area (CCA). Staff was directed to seek input from businesses and vendors in the Delano District regarding the implementation of a CCA generally on Douglas from Seneca to the Arkansas River and south to the Equity Bank Park. Based on business input, a resolution establishing a CCA will be presented to the City Council for consideration. Following conversations with the Kansas Alcohol and Beverage Control (ABC) regarding the proposed CCA, additional ordinance revisions are required.

Analysis: The proposed amendments:

1. Allow the permit for a CCA to be issued for a period not exceeding one year. The ABC has indicated that all state CCA permits will be issued for not less than one year. The state would not recognize a shorter permit period implemented by the City for the length of the CCA permit;
2. Require staff to provide to the City Manager six months following the issuance of a CCA permit a report regarding any criminal or alcohol-related offenses occurring within the CCA;
3. Require businesses which serve alcohol and wish to participate in a CCA to obtain a participant's license to participate in a CCA. The cost of the license is \$250 annually; and
4. Provides for the immediate suspension by the Chief of Police for participant licenses and the CCA permit if an emergency exists.

Financial Considerations: Revenue generated will be dependent upon the number of businesses participating in the CCA. If the City is the CCA permit holder, additional costs would be incurred. The cost of additional insurance coverage to cover alcohol-related incidents is estimated at \$25,000 per year for \$1 million dollars in liability coverage. There would also be costs associated with signage or other barriers to clearly mark the common consumption area. Public Works has indicated that signs would cost approximately \$300 per sign. Based on the size of the CCA and number of streets/sidewalks entering into the area, it is estimated that between 60-70 signs will be required. State law requires that signage or some other method of demarcation be posted at all access points. Total signage costs are estimated at approximately \$22,000.

Legal Considerations: The ordinances have been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council place the ordinances on first reading and authorize the necessary signatures.

Attachments: Clean and delineated ordinances.

Org. No. _____

08/07/2025

PUBLISHED AT WICHITA.GOV/LEGALNOTICES ON _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4.08.030 AND CREATING
SECTIONS 4.08.045 AND 4.08.085 OF THE CODE OF THE CITY OF
WICHITA, KANSAS RELATING TO COMMON CONSUMPTION AREAS.

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

SECTION 1. Section 4.08.030 of the Code of the City of Wichita, is hereby amended to read as follows:

“Authorization by City Council.

(A) Following the review of the application by city staff, the City Council shall review the application for the designation of a common consumption area, recommendations of city staff and may, by Resolution authorize the possession and consumption of alcoholic liquor or cereal malt beverages in designated common consumption areas. In determining if approval should be given, the City Council shall consider the following factors:

- (1) The adequacy of security to be provided in the common consumption area.
- (2) The proposed closure of any street, alley or roadway and whether such closure would cause significant hardship to pedestrians or vehicle traffic.

Alternative routes must be available for public, transit and emergency vehicles.

- (3) The zoning classification for the proposed consumption area and the compatibility of the consumption area with other uses near the location. Special consideration should be given regarding compatibility issues of applications which propose a common consumption area within three hundred (300) feet of any residential zoning district, public park, public or parochial school, church or other place of worship.
- (4) No common consumption area will be approved at or on premises located in areas zoned for more restricted uses than LC - Limited Commercial pursuant to the Wichita-Sedgwick County Unified Zoning Code.
- (5) No common consumption area will be approved at or on premises which do not conform to the Wichita-Sedgwick County Unified Building and Trade Code, health, housing or fire codes of the City of Wichita or any provision of the Wichita-Sedgwick County Unified Zoning Code.
- (6) The distance between the proposed common consumption area and other common consumption areas approved by the City.
- (7) Any protests or concerns expressed by neighborhood, businesses, residents or other citizens regarding the proposed common consumption area.
- (8) The city staff's review and comments of the proposed application.
- (9) If the application is for a renewal, the Wichita Police Department, Wichita Fire Department, and Metropolitan Area Planning Department shall provide the City Council with a report of all calls for service and number

of arrests or citations issued for offenses occurring in or upon the designated common consumption area and the areas immediately adjacent to the common consumption area which are part of the common consumption area.

- (10) No common consumption area permit shall be approved to authorize the consumption of alcoholic liquor or cereal malt beverages prior to 9:00 a.m. or after midnight. The provisions of this section shall not apply to events scheduled between 8:00 a.m. on December 31st through 8:00 a.m. on January 1st of any year.
- (11) In addition, no common consumption area permit shall be issued to:
 - (a) A person who has been convicted of or has pled guilty to a felony within the five (5) years preceding the application under the laws of this state or any other state or of the United States;
 - (b) A person who has had a liquor license revoked for cause under the provisions of Article 26 of Chapter 41 of the Kansas Statutes Annotated;
 - (c) A person who has been convicted of or has pled guilty to being the keeper or is keeping or has forfeited bond to appear in court to answer charges of being a keeper of any property, whether real or personal, where sexual relations are being sold or offered for sale by a person who is eighteen (18) years of age;
 - (d) A person who has been convicted of or has pled guilty to being a proprietor of a gambling house or of pandering or other crimes or

misdemeanors opposed to decency and morality or shall have forfeited bond to appear in court to answer charges for any such violations;

- (e) A person who is not at least twenty-one (21) years of age;
- (f) A person who, other than as a member of the governing body of the City of Wichita or of Sedgwick County, appoints or supervises any law enforcement officer, or who is a law enforcement official;
- (g) A person who intends to carry on the business authorized by the permit as agent of another;
- (h) A person who at the time of application for renewal of any permit issued hereunder would not be eligible for such license upon a first application; and
- (i) Any person, if the spouse of such person would be ineligible to receive such a license hereunder for any reason other than citizenship, or age, except that this subsection shall not apply in determining eligibility for a renewal permit or to a person whose spouse is a law enforcement officer.

If the City Council determines that the application for designation of a common consumption permit is to be approved, the City Council will adopt a Resolution setting forth the area designated as a common consumption area, the times, dates and/or days of the week that consumption of alcoholic liquor or cereal malt beverages may be consumed in such area, a list of all public streets, alleys, roads, highways and right of ways which may be closed and providing that all rules and regulations set forth in this chapter are to be complied with by the permit

holder. The City Clerk shall provide the applicant a certified copy of the Resolution and submit a copy of the Resolution to the Director of the Alcoholic Beverage Control (“ABC”) within ten (10) business days of approval by the City Council.

The Resolution approved by the City Council and the ~~initial~~ permit issued are for a period not to exceed one year six (6) months. Staff shall provide a report to the City Manager regarding the status of a permitted common consumption area following an initial permit being in effect for six months. Such report shall contain information regarding any police incidents or reports of unlawful consumption of alcoholic liquor or cereal malt beverages occurring within the six-month period. Subsequent permit renewals may be issued for a period not to exceed one (1) year. Such permits are not transferrable or assignable.”

SECTION 2. Section 4.08.045 of the Code of the City of Wichita is hereby created to read as follows:

“Licensee participation and regulations.

A. A common consumption area permit allows the possession and consumption of alcoholic liquor and cereal malt beverages in the designated common consumption area.

B. No sales of alcoholic liquor or cereal malt beverage may occur within the permitted common consumption area, except as follows:

An establishment that is licensed to sell alcoholic liquor and/or cereal malt beverages for possession and consumption on a premises that is within or immediately adjacent to the permitted common consumption area may allow its legal patrons to remove alcoholic liquor and/or cereal malt beverages purchased on its licensed premises into the common consumption area, as follows:

- (1) After receiving written approval from ABC to participate in a common consumption area, the establishment/licensee shall apply for and maintain a common consumption area participant permit.
 - (2) To apply for the permit, the establishment/licensee shall submit to the City a completed common consumption area participant permit application form, a copy of the ABC approval, and a \$250 non-refundable fee.
 - (3) If approved, the common consumption area participant permit term shall coincide with the term of the common consumption area permit issued by the ABC, subject to termination by the City for failure to abide by this Chapter or by the rules and regulations of the Alcohol Beverage Commission.
 - (4) If the establishment/licensee no longer intends to participate in the common consumption area after obtaining the common consumption area participant permit, the establishment/licensee shall provide a copy of the ABC withdrawal form to the City within 48 hours of submission to the ABC.
 - (5) If approved, the establishment/licensee shall post the ABC approval and common consumption area participant permit in a conspicuous place on the establishment's premises at all times.
- (C) The establishment/licensee must ensure that the common consumption area permit is in effect prior to allowing patrons to possess or consume alcoholic liquor or cereal malt beverages in the common consumption area.

(D) All establishments/licensees shall at all times comply with laws, ordinances, regulations and permit requirements related to the purchase, sale and consumption of alcoholic liquor and cereal malt beverages. All establishments/licensees shall be liable for all violations of laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the establishment/licensee's premises."

SECTION 3. Section 4.08.085 of the Code of the City of Wichita is hereby created to read as follows:

"Immediate suspension due to immediate threat to public safety.

- A. The Chief of Police, or Acting Chief, may require a common consumption permit holder or common consumption participant permit holder to cease operations and disperse all patrons whenever conduct by disorderly patrons reaches a magnitude that presents an immediate threat to the public safety and well-being of the patrons and general public in the vicinity of the common consumption area. The common consumption area shall remain closed until the threat has passed.
- B. The Chief of Police or Acting Chief may temporarily suspend a permit without five days' written notice or make additional security requirements without five days' written notice if it is determined that the permit holder has a lack of security sufficient to protect the public and the lack of security poses a substantial risk of harm to patrons or others. An emergency suspension without five days' written notice shall only be used in cases where there has been a significant violent act or a credible threat of future violence. The suspension shall be effective immediately upon verbal notification by the Chief of Police or Acting Chief or designee to the

licensee, permit holder, manager, agent or representative and shall be effective for up to ten days as needed to restore order or to ensure the safety of the public. In lieu of suspension, the Chief of Police or Acting Chief may require additional conditions of operation including but not limited to restricted hours, additional security personnel, wands, security cameras, bag checks, and restrictions on type of bags allowed in common consumption areas. The Chief, or designee, shall promptly complete a report outlining the basis for the decision to suspend the permit and recommendations to adequately remedy the deficiencies of the common consumption area's security or safety plans. A copy of the report shall be provided to the City Manager on the first business day following the suspension or the placement of additional conditions. The Chief of Police or designee shall officially notify the permit holder in writing by depositing such notice in first class mail to the address listed on the permit the first business day after a suspension or imposition of additional conditions. The notice shall include the reason for the suspension or conditions, the length and dates of suspension, and rights of appeal.

C. If the Chief of Police or designee is unable to affect personal notification of an emergency suspension, notice will be posted upon the permit holder's property and sent by first class mail to the primary contact or owner listed on the license.

D. The permit holder or a designee shall meet with the Chief of Police or designee within three calendar days of an emergency suspension.

E. It is unlawful for any person to fail to comply with any directive issued by the Chief of Police or designee under the authority of this section.

F. The provisions of this Chapter are in addition to any other violation enumerated
within the ordinances of the Code of the City of Wichita. This Chapter in no way
limits the penalties, actions or abatement procedures which may be taken by the
City for a violation of any ordinance of the City or statute of the State of Kansas.

SECTION 4. The original of Section 4.08.030 of the Code of the City of Wichita,
Kansas is hereby repealed.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita,
Kansas, and shall be effective upon publication of the ordinance summary once in the official
paper.

ADOPTED by the governing body of the City of Wichita, Kansas, this _____ day of
_____ 2025.

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

Approved as to form:

Jennifer Magaña
City Attorney and Director of Law

Org. No. _____

08/07/2025

PUBLISHED AT WICHITA.GOV/LEGALNOTICES ON AUGUST 29, 2025

ORDINANCE NO. 52-797

AN ORDINANCE AMENDING SECTION 4.08.030 AND CREATING
SECTIONS 4.08.045 AND 4.08.085 OF THE CODE OF THE CITY OF
WICHITA, KANSAS RELATING TO COMMON CONSUMPTION AREAS.

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

SECTION 1. Section 4.08.030 of the Code of the City of Wichita, is hereby amended to read as follows:

“Authorization by City Council.

(A) Following the review of the application by city staff, the City Council shall review the application for the designation of a common consumption area, recommendations of city staff and may, by Resolution authorize the possession and consumption of alcoholic liquor or cereal malt beverages in designated common consumption areas. In determining if approval should be given, the City Council shall consider the following factors:

- (1) The adequacy of security to be provided in the common consumption area.
- (2) The proposed closure of any street, alley or roadway and whether such closure would cause significant hardship to pedestrians or vehicle traffic.

Alternative routes must be available for public, transit and emergency vehicles.

- (3) The zoning classification for the proposed consumption area and the compatibility of the consumption area with other uses near the location. Special consideration should be given regarding compatibility issues of applications which propose a common consumption area within three hundred (300) feet of any residential zoning district, public park, public or parochial school, church or other place of worship.
- (4) No common consumption area will be approved at or on premises located in areas zoned for more restricted uses than LC - Limited Commercial pursuant to the Wichita-Sedgwick County Unified Zoning Code.
- (5) No common consumption area will be approved at or on premises which do not conform to the Wichita-Sedgwick County Unified Building and Trade Code, health, housing or fire codes of the City of Wichita or any provision of the Wichita-Sedgwick County Unified Zoning Code.
- (6) The distance between the proposed common consumption area and other common consumption areas approved by the City.
- (7) Any protests or concerns expressed by neighborhood, businesses, residents or other citizens regarding the proposed common consumption area.
- (8) The city staff's review and comments of the proposed application.
- (9) If the application is for a renewal, the Wichita Police Department, Wichita Fire Department, and Metropolitan Area Planning Department shall provide the City Council with a report of all calls for service and number

of arrests or citations issued for offenses occurring in or upon the designated common consumption area and the areas immediately adjacent to the common consumption area which are part of the common consumption area.

- (10) No common consumption area permit shall be approved to authorize the consumption of alcoholic liquor or cereal malt beverages prior to 9:00 a.m. or after midnight. The provisions of this section shall not apply to events scheduled between 8:00 a.m. on December 31st through 8:00 a.m. on January 1st of any year.
- (11) In addition, no common consumption area permit shall be issued to:
 - (a) A person who has been convicted of or has pled guilty to a felony within the five (5) years preceding the application under the laws of this state or any other state or of the United States;
 - (b) A person who has had a liquor license revoked for cause under the provisions of Article 26 of Chapter 41 of the Kansas Statutes Annotated;
 - (c) A person who has been convicted of or has pled guilty to being the keeper or is keeping or has forfeited bond to appear in court to answer charges of being a keeper of any property, whether real or personal, where sexual relations are being sold or offered for sale by a person who is eighteen (18) years of age;
 - (d) A person who has been convicted of or has pled guilty to being a proprietor of a gambling house or of pandering or other crimes or

misdemeanors opposed to decency and morality or shall have forfeited bond to appear in court to answer charges for any such violations;

- (e) A person who is not at least twenty-one (21) years of age;
- (f) A person who, other than as a member of the governing body of the City of Wichita or of Sedgwick County, appoints or supervises any law enforcement officer, or who is a law enforcement official;
- (g) A person who intends to carry on the business authorized by the permit as agent of another;
- (h) A person who at the time of application for renewal of any permit issued hereunder would not be eligible for such license upon a first application; and
- (i) Any person, if the spouse of such person would be ineligible to receive such a license hereunder for any reason other than citizenship, or age, except that this subsection shall not apply in determining eligibility for a renewal permit or to a person whose spouse is a law enforcement officer.

If the City Council determines that the application for designation of a common consumption permit is to be approved, the City Council will adopt a Resolution setting forth the area designated as a common consumption area, the times, dates and/or days of the week that consumption of alcoholic liquor or cereal malt beverages may be consumed in such area, a list of all public streets, alleys, roads, highways and right of ways which may be closed and providing that all rules and regulations set forth in this chapter are to be complied with by the permit

holder. The City Clerk shall provide the applicant a certified copy of the Resolution and submit a copy of the Resolution to the Director of the Alcoholic Beverage Control ("ABC") within ten (10) business days of approval by the City Council.

The Resolution approved by the City Council and the ~~initial~~ permit issued are for a period not to exceed one year. Staff shall provide a report to the City Manager regarding the status of a permitted common consumption area following an initial permit being in effect for six months. Such report shall contain information regarding any police incidents or reports of unlawful consumption of alcoholic liquor or cereal malt beverages occurring within the six-month period. Such permits are not transferrable or assignable."

SECTION 2. Section 4.08.045 of the Code of the City of Wichita is hereby created to read as follows:

"Licensee participation and regulations.

- A. A common consumption area permit allows the possession and consumption of alcoholic liquor and cereal malt beverages in the designated common consumption area.
- B. No sales of alcoholic liquor or cereal malt beverage may occur within the permitted common consumption area, except as follows:

An establishment that is licensed to sell alcoholic liquor and/or cereal malt beverages for possession and consumption on a premises that is within or immediately adjacent to the permitted common consumption area may allow its legal patrons to remove alcoholic liquor and/or cereal malt beverages purchased on its licensed premises into the common consumption area, as follows:

- (1) After receiving written approval from ABC to participate in a common consumption area, the establishment/licensee shall apply for and maintain a common consumption area participant permit.
 - (2) To apply for the permit, the establishment/licensee shall submit to the City a completed common consumption area participant permit application form, a copy of the ABC approval, and a \$250 non-refundable fee.
 - (3) If approved, the common consumption area participant permit term shall coincide with the term of the common consumption area permit issued by the ABC, subject to termination by the City for failure to abide by this Chapter or by the rules and regulations of the Alcohol Beverage Commission.
 - (4) If the establishment/licensee no longer intends to participate in the common consumption area after obtaining the common consumption area participant permit, the establishment/licensee shall provide a copy of the ABC withdrawal form to the City within 48 hours of submission to the ABC.
 - (5) If approved, the establishment/licensee shall post the ABC approval and common consumption area participant permit in a conspicuous place on the establishment's premises at all times.
- (C) The establishment/licensee must ensure that the common consumption area permit is in effect prior to allowing patrons to possess or consume alcoholic liquor or cereal malt beverages in the common consumption area.

(D) All establishments/licensees shall at all times comply with laws, ordinances, regulations and permit requirements related to the purchase, sale and consumption of alcoholic liquor and cereal malt beverages. All establishments/licensees shall be liable for all violations of laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the establishment/licensee's premises."

SECTION 3. Section 4.08.085 of the Code of the City of Wichita is hereby created to read as follows:

"Immediate suspension due to immediate threat to public safety.

- A. The Chief of Police, or Acting Chief, may require a common consumption permit holder or common consumption participant permit holder to cease operations and disperse all patrons whenever conduct by disorderly patrons reaches a magnitude that presents an immediate threat to the public safety and well-being of the patrons and general public in the vicinity of the common consumption area. The common consumption area shall remain closed until the threat has passed.
- B. The Chief of Police or Acting Chief may temporarily suspend a permit without five days' written notice or make additional security requirements without five days' written notice if it is determined that the permit holder has a lack of security sufficient to protect the public and the lack of security poses a substantial risk of harm to patrons or others. An emergency suspension without five days' written notice shall only be used in cases where there has been a significant violent act or a credible threat of future violence. The suspension shall be effective immediately upon verbal notification by the Chief of Police or Acting Chief or designee to the

licensee, permit holder, manager, agent or representative and shall be effective for up to ten days as needed to restore order or to ensure the safety of the public. In lieu of suspension, the Chief of Police or Acting Chief may require additional conditions of operation including but not limited to restricted hours, additional security personnel, wands, security cameras, bag checks, and restrictions on type of bags allowed in common consumption areas. The Chief, or designee, shall promptly complete a report outlining the basis for the decision to suspend the permit and recommendations to adequately remedy the deficiencies of the common consumption area's security or safety plans. A copy of the report shall be provided to the City Manager on the first business day following the suspension or the placement of additional conditions. The Chief of Police or designee shall officially notify the permit holder in writing by depositing such notice in first class mail to the address listed on the permit the first business day after a suspension or imposition of additional conditions. The notice shall include the reason for the suspension or conditions, the length and dates of suspension, and rights of appeal.

- C. If the Chief of Police or designee is unable to affect personal notification of an emergency suspension, notice will be posted upon the permit holder's property and sent by first class mail to the primary contact or owner listed on the license.
- D. The permit holder or a designee shall meet with the Chief of Police or designee within three calendar days of an emergency suspension.
- E. It is unlawful for any person to fail to comply with any directive issued by the Chief of Police or designee under the authority of this section.

F. The provisions of this Chapter are in addition to any other violation enumerated within the ordinances of the Code of the City of Wichita. This Chapter in no way limits the penalties, actions or abatement procedures which may be taken by the City for a violation of any ordinance of the City or statute of the State of Kansas.

SECTION 4. The original of Section 4.08.030 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon publication of the ordinance summary once in the official paper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 26th day of August, 2025.

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

Approved as to form:

Jennifer Magaña
City Attorney and Director of Law

Agenda Report No. VI-6

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Designation of Common Consumption Area Authorizing Possession and Consumption of Alcoholic Liquor – Public Hearing and Resolution (Districts V and VI)

INITIATED BY: Department of Park & Recreation

AGENDA: New Business

Recommendation: Close the public hearing and adopt the resolution authorizing the designation of a Common Consumption Area and allowing the consumption of alcoholic liquor on property not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act.

Background: In 2017, the Kansas legislature authorized cities or counties to establish one or more Common Consumption Areas (CCA) by ordinance or resolution, designate the boundaries of any CCA, and prescribe the times during which alcoholic liquor may be consumed. A CCA is defined as “an indoor or outdoor area, clearly marked using a physical signage conspicuously posted identifying the boundaries of such area in a size and manner that provides notice to persons entering or leaving the area, not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act where the consumption of alcoholic liquor is allowed pursuant to a common consumption area permit. In January 2018, the City Council created Chapter 4.08 of the Code of the City of Wichita, which allows the establishment of CCAs by resolution within the City.

An application that would establish a CCA and allow alcohol consumption has been submitted by the City of Wichita for an annual term beginning September 5, 2025. In accordance with Subsection 4.08.020 (c) of the Code of the City of Wichita, upon review of the CCA application by City staff, written comments are to be provided and included in the final recommendation to the City Council. Following the staff review, a public hearing is to be scheduled before the City Council and notice of the hearing is to be mailed to all record owners of real property within 200 feet of the proposed CCA.

Following the public hearing the City Council may, by resolution, authorize the possession and consumption of alcoholic liquor in the designated CCA. The CCA will include portions of the Delano Area bounded by Seneca Street in the west, McLean Boulevard in the east, Douglas Avenue in the north and Maple Street in the south. Such designation with alcoholic possession and consumption shall be effective daily on Fridays and Saturdays from 10:00 am to 10:00 pm. Consumption of alcoholic liquor will be allowed throughout all portions of the proposed CCA.

Analysis: Section 4.08.030 of the Code of the City of Wichita sets forth the criteria for approval of a proposed CCA, which include providing adequate security; and special consideration has been given regarding compatibility issues of any residential zoning district, public park, public or parochial school, church, or other place of worship located within 300 feet of the CCA. The City Council is also asked to

consider any staff comments, though there were no staff comments received for this application. Additionally, the City Council shall consider any protests or concerns expressed by the neighborhood, businesses residents or other citizens regarding the proposed CCA.

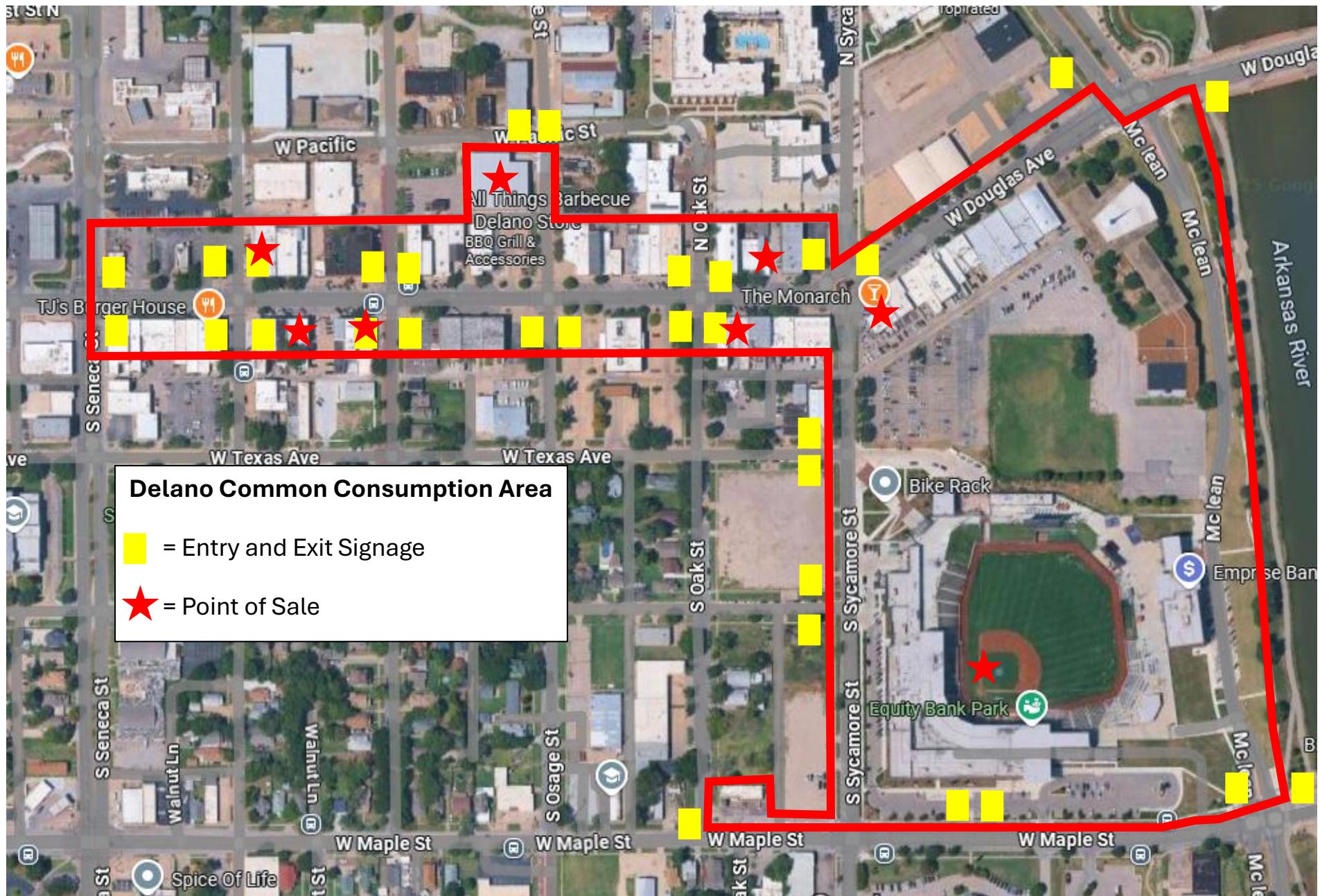
Applying the criteria from Section 4.08.030 of the Code of the City of Wichita, staff has reviewed the application of the City of Wichita for a CCA in the Delano area with consumption of alcoholic liquor allowed as set forth above, finds that such criteria has been met and recommends approval of the event permit subject to any public concerns raised at the public hearing.

Financial Consideration: If the City is the permit holder for a common consumption area, additional costs would be incurred by the City. The cost of additional insurance coverage to cover alcohol-related incidents is approximately \$25,000 per year for \$1 million dollars in liability coverage. There would also be costs associated with signage or other barriers to clearly mark the common consumption area as required by state law. Public Works has indicated that signs would cost approximately \$300 per sign. Based on the size of the CCA and number of streets/sidewalks entering the area, it is estimated that between 60-70 signs will be required. State law requires that signage or some other method of demarcation be posted at all access points. Total signage costs is not expected to exceed \$22,000. In total, additional insurance and the CCA signage will be up to \$47,000.

Legal Consideration: The Law Department has prepared the proposed resolution and approved as to form.

Recommendation/Actions: It is recommended that the City Council close the public hearing and adopt the resolution authorizing the designation of a Common Consumption Area and allowing the consumption of alcoholic liquor on the date, at the location and during the times set forth therein and authorize the necessary signatures.

Attachments: Resolution and map of proposed site for CCA.



RESOLUTION NO. 25-376

A RESOLUTION AUTHORIZING THE DESIGNATION OF A COMMON CONSUMPTION AREA AND ALLOWING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PROPERTY NOT OTHERWISE SUBJECT TO A LICENSE ISSUED PURSUANT TO THE KANSAS LIQUOR CONTROL ACT OR THE CLUB AND DRINKING ESTABLISHMENT ACT.

WHEREAS, an application has been filed seeking the designation of a Common Consumption Area by the City Council pursuant to Chapter 4.08 of the Code of the City of Wichita and as authorized by K.S.A. 41-2659, and

WHEREAS, the applicant has complied with all requirements to obtain such a designation as set forth in Chapter 4.08 of the Code of the City of Wichita, and

WHEREAS, the designation of an annual Common Consumption Area is being sought by the City of Wichita in the delano Area to be effective daily on Fridays and Saturdays from 10:00 am to 10:00 pm beginning on Friday, September 5, 2025, and

WHEREAS, the location of the proposed Common Consumption Area for which the applicant seeks approval is depicted in the attached map and includes the following streets as well as the participating establishments and properties ajacent to them:

- Douglas Avenue from Seneca Street to McLean Boulevard;
- Sycamore Street from Douglas Avenue to Maple Street;
- McLean Boulevard from Douglas Avenue to Maple Street;
- Handley Street from Douglas Avenue extending 300 feet to the north.

WHEREAS, all alcohol vendors will be licensed to sell alcoholic liquor within the boundaries of the proposed Common Consumption Area by filing a written request with the State of Kansas Division of Alcohol Beverage Control to participate in the Common Consumption area (ABC Form #838) or by obtaining a temporary permit for such sale to be issued by the State of Kansas and the City of Wichita, or shall sell pursuant to a caterer's license issued by the State of Kansas and the City of Wichita by providing the required notification pursuant to K.S.A. 41-2643, and

WHEREAS, the applicant has agreed to abide by all rules and regulations for a Common Consumption Area as set forth in K.S.A. 41-2659 and Chapter 4.08 of the Code of the City of Wichita, and

WHEREAS, the application for a Common Consumption Area has been reviewed by

City staff as required by Section 4.08.020(B) of the City Code and any written comments have been provided to the City Council for consideration in approving the application, and

WHEREAS, the applicant has sent notification of the application to all property owners in the vicinity of the proposed Common Consumption Area and a public hearing has been held as required by Section 4.08.020(C) of the Code of the City of Wichita.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to and in consideration of the factors set forth in Section 4.08.030 of the Code of the City of Wichita, grants its approval for the designation of a Common Consumption Area upon the property, days and times as mentioned above with alcohol possession and consumption allowed thereon.

ADOPTED by the governing body of the City of Wichita, Kansas, this 19th day of August, 2025.

CITY OF WICHITA, KANSAS

By _____
Lily Wu, Mayor

ATTEST:

Shinita Rice
Deputy City Clerk

Approved as to Form:

Jennifer Magana, City Attorney &
Director of Law

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Lincoln Park Renaming (District III)

INITIATED BY: Department of Park & Recreation

AGENDA: New Business

Recommendation: Approve the park renaming.

Background: Lincoln Park, located near the intersection of Lincoln and Broadway, has been a public park since 1900. The Kansas Firefighters Museum and Fallen Firefighters Memorial are located within the park. The Fire Department is working with the State to designate the memorial as the official Kansas Fallen Firefighters Memorial.

Analysis: The Fire Department/Wichita IAFF Local 135 Fire Union approached the Department of Park & Recreation (P&R) with the idea of redeveloping Lincoln Park as a memorial park for fallen firefighters. The redevelopment would include an expanded memorial for firefighters who fell in the line of duty, security improvements, elements to educate about firefighting, and firefighter-themed playground features, art, and a splash pad.

On September 9, 2024, the Board of Park Commissioners (BOPC) voted to support the Fire Department's request to pursue the idea of dedicating Lincoln Park as a memorial park for firefighters. On July 17, 2025, the BOPC voted to recommend that the City Council rename Lincoln Park as "Kansas Fallen Firefighters Memorial Park."

In compliance with City Council Policy 13 on Naming of Public Facilities and/or Land, the Board of Park Commissioners is acting as the Naming Committee under that policy in considering a proposal to name the park. The name recommendation identifies the location of the park by historical and geographical landmarks associated with the Kansas Firefighters Museum. The name "Lincoln Park" was chosen due to the proximity of Lincoln Street. There is no other nostalgic or meaningful association with the current name of the park.

Financial Consideration: The financial impact of renaming the park is limited to the cost of installing new signage. The Fire Department will coordinate with the Police and Fire Foundation, Wichita Parks Foundation, and other groups to raise funds for the park improvements, which will include the cost of new signage. The sign replacement will not come out of P&R's budget.

Legal Consideration: None.

Recommendation/Actions: It is recommended that City Council approve the renaming of the park as Kansas Fallen Firefighters Memorial Park.

Agenda Item No. VI-8

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: State Revolving Fund (SRF) Loan 2 Agreement for the Biological Nutrient Removal (BNR) Program

INITIATED BY: Department of Public Works and Utilities

AGENDA: New Business

Recommendation: Approve the loan agreement and authorize the required insurance payment.

Background: The two main financing sources for the BNR program are Water Infrastructure Finance and Innovation Act (WIFIA), offered by the Environmental Protection Agency, and a loan through the State of Kansas Clean Water SRF administered by the Kansas Department of Health and Environment (KDHE) in coordination with the Kansas Department of Finance and Administration. The WIFIA Credit Agreement was approved by the City Council on March 14, 2023. SRF financing is a series of loans, the first of which was approved by the City Council on July 11, 2023, in the amount of \$65,000,000.

Analysis: The SRF assistance will provide financing for approximately 47% of the project costs. The aggregate maximum amount available is \$185 million, including all capitalized interest.

The second loan amount is \$65,000,000 and the interest rate has been set at 2.91%, which is estimated to save \$9.1 million compared to municipal bonds of a similar maturity in the current market. The first SRF loan was estimated to save \$19 million. The savings of each subsequent loan will be calculated as each new interest rate is determined.

The basic terms of the SRF Loan Agreement are provided in the table below.

Basic SRF Credit Terms	
Amount	<ul style="list-style-type: none">• \$185,000,000 maximum aggregate principal (capitalized interest included);• August 2023 loan amount: \$65,000,000 (first of three loans) (including \$1 million anticipated forgiveness); and• August 2025 loan amount: \$65,000,000
Interest Rate	<ul style="list-style-type: none">• August 2023 loan agreement: 2.13%;• August 2025 loan agreement: 2.91%; and• The interest rate for each subsequent loan will be determined on the effective date of each loan agreement in accordance with Kansas Administrative Regulations (KAR). The KAR currently calculates interest rates as a percentage of the Bond Buyer Index for similar maturities.
Repayment	<ul style="list-style-type: none">• August 2025 Loan<ul style="list-style-type: none">○ Repayment begins the earlier of two years after first disbursement, or one year after project completion, or March 1, 2027;○ The August 2025 loan is expected to be fully amortized in 2046.• Similar 20-year terms are anticipated for each subsequent loan.

Service Fees	The gross interest rate and annual debt service payments include a portion for annual service fees. The total estimated cost for the life of the August 2025 loan is approximately \$7.7 million.
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The SRF loan is backed by municipal bond insurance provided by Build America Mutual. The quoted cost of the insurance is 0.25% of the total debt service amount of the loan. The estimated cost of insurance for the August 2025 loan is \$215,496 and is due at closing.

Financial Considerations: The annual principal and interest payments estimated by the KDHE for the loan are in line with the City's previous projections. The cost of insurance for this loan is also within the City's previous projections. No changes to the future rate increases shared with the City Council on December 3, 2024, are expected as a result of this loan.

Legal Considerations: The Law Department has reviewed and approved the SRF Loan Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the SRF Loan Agreement, authorize the required insurance payment, and authorize the necessary signatures.

Attachment: SRF Loan Agreement No. 2.

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

AND

**CITY OF WICHITA, KANSAS
KWPCRF PROJECT NO.: C20 3049 02**

EFFECTIVE AS OF JUNE 20, 2025

The interest of the Kansas Department of Health and Environment (“KDHE”) in the Loan Repayments to be made by the Municipality and certain other revenues (the “Revenues”) under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the “Authority”) pursuant to a Master Financing Indenture, between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority’s Kansas SRF Bonds, pursuant to a Master Financing Indenture adopted by the Authority.

This loan is considered a Non-Equivalency Loan which means it is not considered federal assistance.

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Exhibit A – Description of the Project

Exhibit B - Dedicated Source of Revenues and Loan Repayment Schedule

Exhibit C - Conditions Applicable to Construction of the Project

Exhibit D - Use of Loan Proceeds

Exhibit E - Instructions for Requesting Disbursements

Exhibit F - Municipality Ordinance

Exhibit G - Form of Opinion of Municipality's Counsel

Exhibit H - Municipality's Notice Address

Exhibit I - Borrower Sample Annual Compliance Checklist

Exhibit J – Form of Bond Insurance Policy

KANSAS WATER POLLUTION CONTROL REVOLVING FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of June 20, 2025, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and CITY OF WICHITA, KANSAS, a "Municipality" according to K.S.A. 65-3321 (the "Municipality");

WITNESSETH:

WHEREAS, the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended by the Federal Water Quality Act of 1987, (the "Federal Act") established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports ("the DOA"), and the Kansas Development Finance Authority (the "Authority") have entered into an Inter-Agency Agreement effective December 23, 2019, (the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Financing Indenture, dated November 1, 2010, as the same has been amended and may be further amended and supplemented from time to time, (jointly the "Master Indenture"), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the “KDFA Bonds”) for the purpose of providing funds to implement the State’s requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act);

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, KDHE has approved the Municipality’s application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the KDFA Bonds when issued by the Authority; and

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise or as otherwise defined in the Master Resolution, have the following meanings:

“**Additional Bonds**” means Additional Parity Bonds and Subordinate Bonds; provided that any General Obligation Indebtedness shall not constitute Additional Parity Bonds.

“**Additional Indebtedness**” means Additional Parity Indebtedness and Subordinate Indebtedness.

“**Additional Parity Bonds**” means any bonds secured by the Net Revenues hereafter issued pursuant to the Bond Resolutions and standing on a parity and equality with the Loan with respect to the Lien on the Net Revenues.

“**Additional Parity Indebtedness**” means, collectively or individually, as the context requires, the Additional Parity Bonds and the Additional Parity Obligations.

“**Additional Parity Obligations**” means any leases, loans or other obligations, other than the Parity Bonds, of the Municipality hereafter issued or incurred, payable from the Net Revenues and standing on a parity and equality with the Parity Bonds and the Loan with respect to the Lien on the Net Revenues.

“**Additional Payments**” means the payments described in **Section 2.06** hereof.

“Annual Compliance Checklist” means a questionnaire and/or checklist designed to ensure compliance with the requirements related to the use of proceeds of this Loan Agreement, the use of the Financed Facility and the investment of gross proceeds of this Loan Agreement that is completed each year by the Municipality initially in the form set forth in **Exhibit I**.

“Authority” or “KDFA” means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

“Authorized Investments” means the investments hereinafter described, provided that no moneys or funds shall be invested in a Derivative:

- (a) investments authorized by the Kansas Statutes Annotated (“K.S.A.”) 12-1675 and amendments thereto;
- (b) the municipal investment pool established pursuant to K.S.A. 12-1677a and amendments thereto;
- (c) direct obligations of the Government;
- (d) the Municipality’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto;
- (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Municipality is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in clause (c) of this definition;
- (f) obligations of the federal national mortgage association, federal home loan banks, the federal home loan mortgage corporation or government national mortgage association;
- (g) repurchase agreements for securities described in clauses (c) or (f) of this definition;
- (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s Investors Service or S&P Global Ratings, a division of S&P Global Inc.;
- (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (c) or (f) of this definition;
- (j) receipts evidencing ownership interests in securities or portions thereof described in clauses (c) or (f) of this definition;

(k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101, and amendments thereto, which are general obligations of the municipality issuing the same;

(l) bonds of any municipality of the State as defined in K.S.A. 10-1101, and amendments thereto, which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in clauses (c) or (f) of this definition; or

(m) other investment obligations authorized by the laws of the State and approved in writing by the Insurer, all as may be further restricted or modified by amendments to applicable State law.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Balloon Indebtedness" means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

"Bond Reserve Account" means the Water and Sewer Utility Bond Reserve Account established in the Treasury of the Municipality.

"Bond Reserve Requirement" means, collectively or individually, as the context requires, any bond reserve requirement for each series of Outstanding Parity Bonds and any bond reserve requirement for any subsequent series of Parity Bonds; provided that there shall be no bond reserve requirement for the Loan and the KDHE shall have no Lien on the Bond Reserve Account or any bond reserve subaccount established in connection with the issuance of other Parity Indebtedness.

"Bond Resolutions" means, collectively, the Outstanding Parity Bond Resolutions, any supplemental resolution authorizing any Additional Indebtedness, including the WIFIA Bond Resolution, and any loan agreement or other evidence of indebtedness, including this Loan Agreement and any other loan agreement between KDHE and the Municipality relating to Additional Indebtedness.

"Bonds" means collectively, the Outstanding Parity Bonds and any Additional Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder promulgated by the Department of the Treasury.

"Conditions Applicable to Construction of the Project" shall have the meaning set forth on Exhibit C hereto.

"Contractual Obligation" means any contractual provision or any pledge issued or entered into by the Municipality or the Utility under any indenture, resolution, contract, agreement, instrument or other undertaking to which the Municipality or the Utility is a party or by which it or any of its property or assets is bound.

"Consultant" means the consulting engineer, the independent accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Municipality for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolutions.

"Continuing Disclosure Undertaking" means, with respect to any series of KDFA Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

"Current Expenses" means, as applied to either component of the Utility, the Municipality's reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Indebtedness, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Municipality or by improvement districts heretofore annexed by the Municipality to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Municipality under the provisions of the Bond Resolutions or by law. "Current Expenses" shall not include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

"Debt Service Coverage Ratio" means, for any Municipal Fiscal Year: (a) with respect to the Rate Covenant, the ratio determined by dividing (i) a numerator equal to the Net Revenues for such Municipal Fiscal Year by (ii) a denominator equal to the Debt Service Requirements and/or the Payment to the City, as applicable, for such Municipal Fiscal Year; and (b) with respect to Additional Indebtedness, the ratio determined by

dividing (i) a numerator equal to the average Net Revenues for the two (2) prior Municipal Fiscal Years by (ii) a denominator equal to the Maximum Annual Debt Service; provided that with respect to Additional Indebtedness that is proposed to be Parity Indebtedness, Debt Service Requirements with respect to Subordinate Obligations and General Obligation Indebtedness shall be disregarded.

“Debt Service Requirements” means, with respect to all or any Utility Indebtedness or General Obligation Indebtedness, as the context requires, the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on such Utility Indebtedness or General Obligation Indebtedness for the period of time for which calculated; provided that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Dedicated Source of Revenue” shall have the meaning ascribed thereto in Section 3.02(a) hereof.

“Depreciation and Replacement Account” means the Water and Sewer Utility Depreciation and Replacement Account established within the Treasury of the Municipality.

“Depreciation and Replacement Account Requirement” means an amount equal to fifteen percent (15%) of the Operating Revenues of the Utility for the preceding Municipal Fiscal Year.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Municipality or, in the Director’s absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Municipality.

“Discount Indebtedness’ means Long-Term Indebtedness that is originally sold at a price excluding accrued interest, but without deduction of any underwriters’ discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“Effective Date” means the date on which the Kansas Water Pollution Control Revolving Fund application process has been completed and KDHE sets the Gross Interest Rate in accordance with K.A.R. 28-16-113.

“EPA” means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

(a) Failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due.

(b) Failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration. If the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above, if corrective action is instituted by the Municipality within the applicable period and diligently pursued until such failure is corrected.

(c) Failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration. If the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until such failure is corrected.

(d) The discovery that any representation made by or on behalf of the Municipality in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect.

(e) The discovery that any representation made by or on behalf of KDHE in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement, is false or misleading in any material respect.

(f) The filing of a petition by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition is dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal.

(g) Failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

(h) Any Event of Default under any Utility Indebtedness of the Municipality.

“Federal Act” means the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended by the Federal Water Quality Act of 1987, as amended.

“Federal Tax Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the KDFB Bonds.

“Financed Facility” means the portion of the Project consisting of property financed or refinanced with the proceeds of this Loan Agreement as described herein.

“Flow of Funds” shall have the meaning set forth in *Section 3.02(c)* of this Loan Agreement.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in the Bond Resolutions.

“GAAP” means generally accepted accounting principles as applicable to municipal utility systems.

“General Obligation Indebtedness” means any of the Municipality’s general obligation bonds issued for improvements to the Utility.

“Gross Interest Rate” means an interest rate of 2.91% per annum, which includes a net loan interest rate and a service fee as described in **Exhibit B**.

“Gross Revenues” means all income and revenues derived and collected by the Municipality from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Improvement Account” means the Water and Sewer Utility Improvement Account established within the Treasury of the Municipality.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Municipality for the purpose of carrying out the duties imposed on the Independent Accountant by the Bond Resolutions.

"Index Rate" means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

"Initiation of Operations" means the ability to start operations of the Project, which may be coterminous with the substantial completion of the Project.

"Interim Indebtedness" means Utility Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

"Insurer" means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.

"KDFA Bonds" means the Kansas Development Finance Authority, Kansas Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Bond Resolution No. 287, and supplements thereto, or such other authorization, resolution, indenture, instrument or security agreement deemed appropriate by KDFA and KDHE.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Lien" means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or any other applicable law.

"Loan" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to **Section 2.05** of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in **Article II** hereof.

“Long-Term Indebtedness” means Utility Indebtedness having an original Stated Maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

“Management or Operating Agreement” means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

“Master Indenture” means the Master Financing Indenture adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.

“Maturity” means, when used with respect to any Utility Indebtedness, the date on which the principal of such Utility Indebtedness becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Municipal Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Utility Indebtedness shall be reduced by the value of cash and Authorized Investments on deposit in the subaccount of the Bond Reserve Account applicable to such series, so long as such subaccount for such Utility Indebtedness is maintained at the Bond Reserve Requirement.

“Municipal Bond Insurance Policy” means the Municipal Bond Insurance Policy issued by the Insurer insuring the payment, when due, of the Loan Repayments, as provided therein.

“Municipal Fiscal Year” means the twelve-month period ending on December 31 of each year.

“Municipality” means the City of Wichita, Kansas.

“Net Revenues” or “Net Revenues Available for Debt Service” means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; provided that such amount shall exclude Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

“Non-Qualified Use” generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to

the use made of the Financed Facility by any other member of the general public. The rules set out in Federal Tax Regulations § 1.141-3 determine whether the Financed Facility is “used” in a trade or business. Generally, ownership, a lease, a Management or Operating Agreement or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Federal Tax Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Operating Revenues” means the Gross Revenues, less investment income and less Current Expenses.

“Opinion of Bond Counsel” means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Ordinance” means the ordinance adopted by the governing body of the Municipality authorizing the Municipality to enter into and perform the Loan and Loan Agreement.

“Outstanding” means, when used with reference to any Utility Indebtedness, as of a particular date of determination, all Utility Indebtedness theretofore, authenticated and delivered, except the following Utility Indebtedness:

- (a) Utility Indebtedness theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolutions;
- (b) Utility Indebtedness deemed to be paid in accordance with the provisions of the Bond Resolutions;
- (c) Utility Indebtedness in exchange for or in lieu of which other Utility Indebtedness has been authenticated and delivered under the Bond Resolutions; and
- (d) Utility Indebtedness, the principal or interest of which has been paid by the Insurer.

“Outstanding Parity Bond Resolutions” means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds, as the same may be amended and supplemented from time to time.

“Outstanding Parity Bonds” means the Outstanding bonds of the Municipality that have been issued or incurred prior to the Loan Effective Date and standing on a parity and equality with the Loan with respect to the Lien on the Net Revenues, including but not limited to the WIFIA Bond.

"Outstanding Parity Indebtedness" means, collectively or individually, as the context requires, the Outstanding Parity Bonds and the Outstanding Parity Obligations.

"Outstanding Parity Obligations" means the Outstanding leases or other obligations, other than the Parity Bonds, of the Municipality that have been issued or incurred prior to the Loan Effective Date, payable from the Net Revenues and standing on a parity and equality with the Parity Bonds with respect to the Lien on the Net Revenues, including but not limited to the WIFIA Credit Agreement and the Loan.

"Owner" means, when used with respect to any Utility Indebtedness, the Person in whose name such Utility Indebtedness is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of the Bond Resolutions, and the Owner of the Utility Indebtedness, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Utility Indebtedness. For the avoidance of doubt, KDHE is the Owner of the Loan.

"Qualified User" means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Parity Bonds" means the Outstanding Parity Bonds and any Additional Parity Bonds.

"Parity Indebtedness" means, collectively or individually, as the context requires, the Parity Bonds and the Parity Obligations.

"Parity Obligations" means the Outstanding Parity Obligations, the Loan and any Additional Parity Obligations.

"Paying Agent" means (a) with respect to the Outstanding Parity Bonds other than the WIFIA Bond, the State Treasurer, and its successors and assigns; (b) with respect to the WIFIA Bond, Security Bank of Kansas City, Wichita, Kansas, and its successors and assigns; and (c) with respect to Additional Indebtedness, the entity designated as Paying Agent in the ordinance or resolution authorizing such Additional Indebtedness.

"Payment Date" means each date on which principal or interest is due on any Utility Indebtedness.

"Payment to the City" means the payment to the Municipality's general fund as a payment for operation of the Utility, the amount of which shall be governed by the terms of such ordinances of the Municipality which are then in effect with respect to the then outstanding Utility Indebtedness.

"Person" means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any governmental entity.

“Policy” means the means the Insurer’s policy of insurance insuring the Loan Repayments.

“Principal and Interest Account” means the Water and Sewer Principal and Interest Account established within the treasury of the Municipality.

“Project” means the acquisition, construction, improvement, repair, rehabilitation or extension of the System described in **Exhibit A** hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

“Project completion” or **“completion of the Project”** for purposes of this Loan Agreement means the completion of construction of the Project.

“Project Costs” means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) financing and administrative costs associated with the Loan Agreement; and (d) subject to the approval of Bond Counsel and the Authority, payment of temporary financing obligations issued by the Municipality to pay Project Costs;

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under the Bond Resolutions.

“Regulations” means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

“Revenue Fund” means the Water and Sewer Utility Revenue Fund established within the treasury of the Municipality.

“Revolving Fund” means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

“Secretary” means the Secretary of KDHE

"Sewer Utility" or **"System"** shall mean and include the sanitary sewer system now owned and operated by the City, and consisting of sewage disposal works, sewers, drains, pumping plants, force mains, service connections, canals, ponds, machinery, equipment and other property appurtenant thereto and any improvements, extensions and enlargements to the Sewer Utility hereafter constructed or acquired, which constitutes or includes Wastewater Treatment Works, including the Project described in ***Exhibit A***, for which the Municipality is making the borrowing under this Loan Agreement.

"Short-Term Indebtedness" means Utility Indebtedness having an original Maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"Stated Maturity" means, when used with respect to any Utility Indebtedness or any installment of interest thereon, the date specified in such Utility Indebtedness and the Bond Resolutions or Ordinance as the fixed date on which the principal of such Utility Indebtedness or such installment of interest is due and payable.

"Subordinate Bonds" means any bonds secured by the Net Revenues hereafter issued on a subordinate lien basis to any Parity Bonds.

"Subordinate Indebtedness" means, collectively or individually, as the context requires, the Subordinate Bonds and Subordinate Obligations.

"Subordinate Obligations" means any leases or other obligations, other than the Subordinate Bonds, of the Municipality hereafter issued or incurred, payable from the Net Revenues and secured by a lien on the Net Revenues, which lien is junior to that of any Parity Obligations.

"Uncontrollable Force" means any cause beyond the control of the Municipality, including: (a) a hurricane, tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, pandemic, or act of God (provided that the Municipality shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Municipality and the Municipality does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Municipality.

"Utility" means the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

"Utility Indebtedness" means, collectively or individually, as the context requires, the Parity Indebtedness and the Subordinate Indebtedness.

"Value" means, for purposes of the Bond Resolutions, the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis in ***The Wall Street Journal*** (or, if not there, then in ***The New York Times***), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis in ***The Wall Street Journal*** or in ***The New York Times***, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Municipality in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; and

(c) as to certificates of deposit and bankers acceptances, the face amount thereof, plus accrued interest.

"Variable Rate Indebtedness" means any Utility Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Utility Indebtedness.

"Wastewater Treatment Works" means any Wastewater Treatment Works, as defined in the Loan Act, and any Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

"Water Utility" shall mean and include the waterworks system now owned and operated by the Municipality and consisting of real estate, water rights, purification and pumping plants, reservoirs, mains, wells, pipelines, meters, hydrants, service connections, machinery, equipment and other property appurtenant thereto, and any improvements, extensions and enlargements to the Water Utility hereafter constructed or acquired.

"WIFIA" means the Water Infrastructure Finance and Innovation Act as enacted by the Congress of the United States of America and as amended by Section 1445 of the Fixing America's Surface Transportation Act of 2015, as further amended by Section 5008 of the Water Infrastructure Improvements For the Nation Act of 2016 and by Section 4201

of America's Water Infrastructure Act of 2018 (collectively, as the same may be amended from time to time), which is codified as 33 U.S.C. §§ 3901-3914.

"WIFIA Bond" means the Municipality's not to exceed \$250,000,000 principal amount Taxable Water and Sewer Utility Revenue Bond, Series 2023B (WIFIA) issued and delivered by the Municipality to WIFIA.

"WIFIA Bond Resolution" means Ordinance No. 52-042 and Resolution No. 23-101, each adopted by the governing body of the Municipality on March 14, 2023, as amended and supplemented from time to time, authorizing the Municipality to issue bonds and receive credit pursuant to WIFIA.

"WIFIA Credit Agreement" means the WIFIA Credit Agreement dated April 14, 2023 between the EPA and the Municipality for up to \$191,481,121 to finance a portion of the cost of the Project.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of KDFA Bonds, KDHE will loan an amount not to exceed \$65,000,000.00 to the Municipality to pay for a portion of the Project Costs for the Project described in **Exhibit A** hereto. KDHE has previously executed a loan for not to exceed \$65,000,000 for the Project and currently anticipates that it will execute 1 additional loan

for the Project up to an aggregate total loan amount of \$185,000,000; provided that each additional loan will be subject to the terms, provisions and conditions of its applicable loan agreement and subject to the availability of State and Federal funds and available proceeds of KDFA Bonds. The additional loans will be executed as funds are needed. Terms for additional loans may be different from terms in this Loan Agreement, including but not limited to the interest rate applicable to the additional loan and repayment terms and conditions established and determined in accordance with KDHE policies, the Loan Act and the Regulations, all as set out in the applicable loan agreement. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (***Exhibit B*** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. An amendment to ***Exhibit B*** must be accomplished by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The Gross Interest Rate on the Loan shall be 2.91% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, ***Exhibit B*** hereto. This Gross Interest Rate consists of a net loan interest rate and a service fee as described in ***Exhibit B***. Any subsequent revision to the amount of the Loan or ***Exhibit B*** hereto shall not change the Gross Interest Rate on the Loan. The interest rate for additional loans will be determined by K.A.R 28-16-113 based on the effective date of each additional loan.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as ***Exhibit E***), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs including:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement;
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of

such Project Costs by the Municipality is not required as a condition of the payment request);

(3) interest becoming due on the Loan prior to the initial scheduled payment of principal;

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall have funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) in KDHE's reasonable discretion, the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in **Exhibit C** attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest at the Gross Interest Rate on the Loan in accordance with **Exhibit B** attached hereto (the "Loan Repayments"), until the Loan has been paid in full. Nothing in this Loan Agreement shall prevent the Municipality from making a Loan Repayment (including interest at the Gross Interest Rate) prior to the due

date of such Loan Repayment. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on ***Exhibit B*** as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion, whichever comes first. Except for the first repayment, Loan Repayments will be due semiannually in March and September. The final installment of principal under the Loan shall be fully repaid not later than 21 years after Project completion.

(b) ***Prepayment of the Loan.*** The Municipality may not prepay the outstanding principal of the Loan, except as may be consented in writing by KDHE in advance of such prepayment, which consent, if any, shall be at the sole discretion of KDHE. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date of the Loan. A partial prepayment may be made only if the prepayment amount is equal to or greater than the greater of 10% of the original principal amount of the Loan or \$50,000. A new ***Exhibit B*** will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

Section 2.07. Additional Indebtedness. The Municipality shall not create, incur or suffer to exist any Additional Indebtedness, Utility Indebtedness or other obligations the payments of which are senior or prior in right to (A) the payment by the Municipality of the Loan and the other Parity Indebtedness or (B) the Lien on the Net Revenues in favor of the Loan.

(a) ***Issuance of Additional Parity Indebtedness.***

(1) The Municipality shall not issue any Additional Parity Indebtedness unless the following conditions are met:

(A) the Municipality shall not be in default in the payment of the Debt Service Requirements on any Parity Indebtedness then Outstanding or in making any payment at the time required to be made into the Funds and Accounts unless such Additional Parity Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(B) the Municipality shall have delivered the following:

(i) for issuance of any Long-Term Indebtedness, a certificate signed by the Municipality evidencing that the Debt Service Coverage Ratio on all Parity Indebtedness for the two (2) Municipality Fiscal Years immediately preceding the issuance of such Additional Parity Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.20, including such Additional Parity Indebtedness proposed to be issued. In the event that the Municipality has instituted any increase in rates for the use and services of the Utility and such increase shall not have been in effect during the full two (2) Municipality Fiscal Years immediately preceding the issuance of such proposed Additional Parity Indebtedness, the additional Net Revenues which would have resulted from the operation of the Utility during such two (2) preceding Municipality Fiscal Years had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant;

(ii) for issuance of any Short-Term Indebtedness, a certificate signed by the Municipality evidencing any one of the following: (1) the principal amount of all Outstanding Short-Term Indebtedness does not exceed fifteen percent (15%) of the Gross Revenues for the most recently ended Municipality Fiscal Year for which financial information is available from the Independent Accountant; (2) the Short-Term Indebtedness could be incurred assuming it was Long-Term Indebtedness; or (3) the Municipality has received a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Municipality will be able to refinance such Short-Term

Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement); and

(iii) for issuance of any Interim Indebtedness, a certificate signed by the Municipality evidencing either of the following: (1) the Interim Indebtedness could be incurred assuming it was Long-Term Indebtedness or (2) the Municipality has received a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Municipality will be able to refinance such Interim Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement);

(C) the issuance of Additional Parity Indebtedness is permitted by the laws of the State;

(D) with respect to the issuance of Additional Parity Bonds, an additional deposit to the Bond Reserve Account shall be made to bring the Bond Reserve Account to an amount equal to the Bond Reserve Requirement; and

(E) the ordinance and/or resolution authorizing such Additional Parity Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in the Bond Resolutions.

(F) The Secretary may waive any or all or any part of the conditions in (A), (B), (D) and (E) above by written waiver delivered

to the Municipality preceding issuance of the Additional Indebtedness. The Municipality will not issue any Utility Indebtedness as Parity Obligations pursuant to this *subsection 2.07(a)(1)* unless each of the foregoing conditions in (A) through (E) is first satisfied or waived by the Secretary.

(2) The Municipality shall have the right, without complying with the provisions of the foregoing terms and conditions of the issuance of Additional Parity Indebtedness to issue Additional Parity Indebtedness, for the purpose of refunding any Parity Indebtedness then Outstanding, and such Additional Parity Indebtedness so issued shall enjoy complete equality of pledge as did the Parity Indebtedness that was refunded.

(3) Additional Parity Indebtedness shall stand on a parity with other Parity Indebtedness and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Municipality may make equal provision for paying the Debt Service Requirements on such Additional Parity Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Additional Parity Indebtedness and the interest thereon out of moneys in the Revenue Fund.

(b) ***Issuance of Subordinate Indebtedness.*** The Municipality shall have the right to issue Subordinate Indebtedness for any lawful purpose related to the operation of and benefiting the Utility and to provide that the Debt Service Requirements on such Subordinate Indebtedness shall be payable out of the Net Revenues, provided that, at the time of the issuance of such Subordinate Indebtedness, the Municipality shall not be in default in the performance of any covenant or agreement contained in the Bond Resolutions (unless such Subordinate Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Indebtedness) so that if at any time the Municipality shall be in default in paying either interest on or principal of the Parity Indebtedness, or the Municipality is in default in payment of Current Expenses, Debt Service Requirements on Parity Indebtedness or transfers required by the Bond Resolutions prior to the payment of Debt Service Requirements on Subordinate Indebtedness; the Municipality shall make no payments of Debt Service Requirements on such Subordinate Indebtedness until such default is cured.

(c) ***Calculation of Debt Service Requirements.***

(1) **Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.**

(A) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under this *Section 2.07*, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Municipality for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under this *Section 2.07*, or Interim Indebtedness, shall be deemed to be payable as set forth below:

- (i) If the Municipality has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;
- (ii) If the Municipality has entered into a binding agreement providing for the deposit by the Municipality with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency), in trust herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short- Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;
- (iii) If the Municipality has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness,

Short-Term Indebtedness or Interim Indebtedness, other than those referred to in *subsections (i) and (ii)* above, which a Consultant in a certificate filed with the Municipality determines, taking into account the interests of the Owners of Utility Indebtedness, provides adequate assurances that the Municipality will be able to meet the Debt Service Requirements due on such Indebtedness. the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(iv) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be Utility Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Municipality a certificate stating that it is reasonable to assume that installment obligations of such term of the Municipality can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in this *Section 2.07*; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(B) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short- Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under *Section 2.07* or *Section 2.07(c)(A)(iv)* or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(C) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to

mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Municipality has a commitment to refinance such Put Indebtedness.

(2) *Debt Service Requirements on Discount Indebtedness.* At the election of the Municipality for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(A) If the Municipality has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof; including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Municipality has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Municipality has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Municipality determines, taking into account the interests of the holders of Utility Indebtedness, provides adequate assurances that the Municipality will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

(3) *Debt Service Requirements on Variable Rate Indebtedness.*

When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Municipality.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality represents as follows:

(a) *Organization and Authority.*

(1) The Municipality is a body corporate and politic duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Utility, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted and have not been repealed or modified.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Authorized Municipality Representative signing this Loan Agreement, after due investigation, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan, or otherwise, that materially adversely affects, or that will materially adversely affect, its properties, activities, the Utility, Gross Revenues, or ability to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** Other than claims challenging the Municipality's charter, legislative authorities and police powers that lack any reasonable merit, there is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the collection of revenues of the Utility; or (5) the imposition and collection of rates, fees and charges for use of the Utility; which if decided adversely to the Municipality could materially and adversely affect the transactions contemplated hereby or the validity or enforceability of the Loan or this Loan Agreement. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legality of any official act taken in connection with obtaining the Loan; (2) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (3) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (4) the pledging of Net Revenues to pay the principal of and interest on the Loan; or (5) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law, any Outstanding Utility Indebtedness, or any other agreement to which the Municipality is a party.

(e) **No Defaults.** To the knowledge of the Municipality, no event has occurred and no condition exists that would constitute an Event of Default under this Loan Agreement or any Outstanding Utility Indebtedness. There is presently no material default under any resolution, Outstanding Utility Indebtedness, or agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality Representative's knowledge:

(1) complied with all laws, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership and operation of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the System.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in **Exhibit D**: (1) to finance or refinance a portion of the Project Costs; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs paid or incurred in anticipation of reimbursement by KDHE and eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the statement of sources of funds and Project Costs, as listed in **Exhibit D**, is a reasonable and accurate estimation based on facts known to the Authorized Municipal Representative and, upon direction of KDHE, it will supply the same with a certificate from its consulting engineer stating that such sources of funds and Project Costs are reasonable and accurate estimations, taking into account investment income to be realized during the estimated course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

(i) **Parity Obligations.** The Municipality certifies that the Loan is a Parity Obligation as defined in the WIFIA Credit Agreement and is a Parity Obligation as defined in the Outstanding Parity Bond Resolutions. The Municipality hereby represents and covenants that the Loan granted by this Loan Agreement is so granted in full compliance with the restrictions and conditions upon which the Municipality may issue Additional Obligations which stand on a parity of lien with the Net Revenues with the Parity Indebtedness heretofore issued and Outstanding, as set forth and contained in the Outstanding Parity Bond Resolution, and that the Loan herein directed to be granted is so issued in all respects on a parity and equality with the Parity Indebtedness heretofore issued and Outstanding. In case any one or more of the provisions of this Loan Agreement or of the Loan granted hereunder shall for any reason be inconsistent with the provisions of the Outstanding Parity Bond Resolutions or the Parity Indebtedness: (a) the provisions of any Outstanding Parity Bond Resolution adopted prior to this Loan Agreement shall prevail with respect to Parity Indebtedness issued prior in time, so long as such Parity Indebtedness is Outstanding; and (b) the provisions of this Loan Agreement shall prevail

with respect to any Parity Bond Resolution adopted subsequent to this Loan Agreement, so long as any Parity Indebtedness issued under this Loan Agreement is Outstanding.

Section 3.02. Particular Covenants of the Municipality.

(a) *Dedicated Source of Revenue for Repayment of the Loan.*

(i) The Municipality hereby adopts the Net Revenues as the Dedicated Source of Revenue; which Dedicated Source of Revenue is hereby pledged to and as security for the Loan Repayments, Additional Payments and all other obligations under the Loan Agreement. The Loan shall be a special obligation of the Municipality payable solely from and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Municipality hereby pledges said Net Revenues to the payment of the principal and interest on the Loan. The Loan shall not be or constitute a general obligation of the Municipality and the taxing power of the Municipality is not pledged to the payment of the Loan, either as to principal or interest.

(ii) The obligation of the Municipality to make Loan Repayments is secured by the Municipal Bond Insurance Policy issued in favor of KDHE but obtained by and at the cost of the Municipality. The Municipality has obtained a commitment from Build America Mutual Assurance Company to provide the Municipal Bond Insurance Policy herein referenced. The cost of the policy can be included in the principal component of the Loan.

(b) **Rate Covenant.** The Municipality, in accordance with and subject to applicable law, shall fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Utility as will produce Gross Revenues sufficient to: (A) pay the Current Expenses; (B) pay the Debt Service Requirements on the Utility Indebtedness as and when the same become due at the Maturity thereof or on any interest payment date; (C) provide reasonable and adequate reserves for the payment of the Utility Indebtedness and for the protection and benefit of the Utility as provided in the Bond Resolutions; and (D) enable the Municipality to have in each Municipal Fiscal Year, a Debt Service Coverage Ratio of not less than (1) 1.20 on all Parity Indebtedness at the time Outstanding; (2) 1.00 on all Subordinate Indebtedness at the time Outstanding; (3) 1.00 on all General Obligation Indebtedness at the time Outstanding; and (4) 1.00 with respect to the Payment to the City; provided that, in determining the Net Revenues for purposes of the calculation of the Debt Service Coverage Ratio, estimated additional net income to be derived from rate increases in effect and being charged prior to the end of the applicable Municipal Fiscal Year, as determined by the Consultant, may be taken into account, and that, without giving effect to any such adjustments from rate increases, the Debt Service Coverage Ratio shall be not less than 1.00 of the current Municipal Fiscal Year's Debt Service Requirements for all Utility Indebtedness.

The Municipality shall, from time to time as often as necessary, in accordance with and subject to applicable law, revise the rates and charges aforesaid in such manner as

may be necessary or proper so that the Net Revenues will be sufficient to cover the obligations under the provisions of the Bond Resolutions. If in any Municipal Fiscal Year, Net Revenues are an amount less than as provided in the foregoing provisions of this section, the Municipality will make adjustments to such rates, fees and charges to bring the Utility into compliance with this covenant. It shall be the policy of the Municipality that the rates, fees and charges established for the Water Utility and the Sewer Utility shall each be sufficient to provide Net Revenues with respect to Utility Indebtedness issued for improvements to each such component of the Utility which meet the coverage requirements set forth herein to the extent reasonably practical.

(c) ***Application of Gross Revenues; Funds and Accounts.*** The Municipality's Gross Revenues shall be deposited into the Revenue Fund and applied in the following order of priority (the "Flow of Funds"):

first, to pay the cost of Current Expenses currently as bills accrue. Such amount as may be necessary in the opinion of the governing body of the Municipality to pay the reasonable and proper Current Expenses for the next succeeding sixty (60) days may be retained and accumulated in the Revenue Fund before making transfers to other funds and accounts;

second, to transfer on the first day of each month to the Principal and Interest Account, for credit to the respective subaccounts thereof, a proportionate amount necessary to meet on each Payment Date the payment of all interest on and principal of the Parity Indebtedness. All amounts transferred and credited to the various Principal and Interest subaccounts shall be expended and used by the Municipality for the sole purpose of paying the Debt Service Requirements of respective Parity Indebtedness as and when the same become due at Maturity and on each Payment Date. If at any time the moneys in the Revenue Fund are insufficient to make in full the transfers at the time required to be made to the Principal and Interest Account and to the subaccounts established to pay the principal of and interest on any Parity Indebtedness, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal or interest amounts, as applicable, of such Parity Indebtedness at the time Outstanding which are payable from the moneys in such Principal and Interest subaccounts;

third, to transfer monthly to the Bond Reserve Account, for the credit of the respective subaccounts thereof as appropriate, the amount, if any, required to restore the Bond Reserve Account to the Bond Reserve Requirement. Except as hereinafter provided, all amounts transferred and credited to the Bond Reserve Account shall be expended and used by the Municipality solely to prevent any default in the payment of interest on or principal of the Parity Bonds on any Maturity date or Payment Date if the moneys in the respective Principal and Interest subaccounts are insufficient to pay the Debt Service Requirements of such Parity Bonds as they become due. So long as the moneys in the Bond Reserve Account aggregate the Bond Reserve Requirement, no further transfers to such account

shall be required, but if the Municipality is ever required to expend and use a part of the moneys in any subaccount for the purpose herein authorized and such expenditure reduces the amount of the moneys in such subaccount below the Bond Reserve Requirement for such subaccount, or if the Value of any such subaccount is below the Bond Reserve Requirement for such subaccount, the Municipality shall make monthly payments into such subaccount so that the moneys in such subaccount shall again aggregate the Bond Reserve Requirement for such subaccount within twelve (12) months of such deficiency;

fourth, to transfer monthly to the debt service account(s) for any Subordinate Indebtedness, to the extent necessary to meet on each Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Indebtedness. The amounts required to be transferred and credited to the debt service account(s) for any Subordinate Indebtedness shall be made at the same time and on a parity with the amounts at the time required to be transferred and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Indebtedness;

fifth, to transfer monthly to the Depreciation and Replacement Account minimum monthly amounts so that the moneys in the Depreciation and Replacement Account will equal the Depreciation and Replacement Account Requirement within a period of thirty (30) months from the date of the first such transfer. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Municipality for the purpose of: (A) making extraordinary maintenance and repairs to the Utility, (B) making capital improvements in and to the Utility, and (C) keeping the Utility in good repair and working order so that it may continue in effective and efficient operation. If no other funds are available therefor, moneys in the Depreciation and Replacement Account may be used to pay Current Expenses. After the moneys in the Depreciation and Replacement Account aggregate the Depreciation and Replacement Account Requirement, no further transfers to the Depreciation and Replacement Account shall be required, but if the Municipality is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the moneys in the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Municipality shall resume and continue to transfer minimum monthly amounts to the Depreciation and Replacement Account so that the moneys in such account aggregate the Depreciation and Replacement Requirement within a period of eighteen (18) months of such deficiency;

sixth, to transfer monthly to such funds or accounts of the Municipality determined by the Director of Finance of the Municipality, proportionate monthly amounts equal to the Debt Service Requirements on General Obligation Indebtedness accruing in the next twelve (12) months;

seventh, to transfer monthly to such funds or accounts of the Municipality determined by the Director of Finance of the Municipality, proportionate amounts equal to the next required Payment to the City; and

eighth, Transfers from the Revenue Fund to the Improvement Account may be made on a monthly basis in such amounts as may be determined by the Director of Finance. Moneys in the Improvement Account may be expended and used for the following purposes:

- (1) Paying the Current Expenses.
- (2) Paying the cost of extending, enlarging or improving the Utility.
- (3) Preventing default in, making payments into or increasing the amounts in any of the Funds and Accounts or other payments required by first through seventh hereof.
- (4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Municipality, purchasing in the open market at fair market value, any Utility Indebtedness or General Obligation Indebtedness.
- (5) Any other lawful purpose in connection with the operation of the Utility and benefiting the Utility.
- (6) To make transfers to the Revenue Fund.

(d) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

- (1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to those rules and conditions set forth in **Exhibit C** hereto as are applicable to this Loan Agreement); and
- (2) to reasonably cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement and the Regulations, including, without limitation the requirements contained in **Exhibit C** hereto.

(e) **Completion of Project and Provision of Moneys Therefor.** The Municipality covenants and agrees:

- (1) to exercise its commercially reasonable efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in **Exhibit C** hereto; provided such completion date shall be extended for the period of any Uncontrollable Force; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(f) ***Delivery of Documents.*** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, a copy of which is attached hereto as ***Exhibit F***;

(3) an opinion of the Municipality's counsel substantially in the form set forth in ***Exhibit G*** attached hereto;

(4) a fully executed UCC Financing Statement or other security filing instrument, if applicable;

(5) the Municipal Bond Insurance Policy of the Insurer in substantially the form attached hereto as a part of ***Exhibit J***, the statement of insurance; and

(6) such other certificates, documents, opinions and information as KDHE may reasonably require.

(g) ***Operation and Maintenance of System.*** The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) at all times operate its System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its system in good repair, working order and operating condition;

(3) implement and collect any rates, fees and charges for use of the System that comprise the Dedicated Source of Revenues, including charges levied for use of the System adopted by the Secretary, after consultation with the governing body of the Municipality, to ensure repayment of all Parity Indebtedness (including the Loan) without preference in accordance with the provisions of the Loan Act, including Section 65-3327 thereof; and

(4) take such other action as the Secretary may require in accordance with express powers granted to the Secretary under the Loan Act and the Regulations.

(h) ***Disposition of System.*** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary and compliance with restrictions upon the same under the Bond Resolutions. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. Subject to compliance with the Bond Resolutions, the Municipality may enter into a lease of a portion of the System in conjunction with a lease-purchase transaction to finance improvements to the System; provided that such lease-purchase transaction is deemed to be an Additional Indebtedness and further provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(i) ***Creation of Liens; Adverse Amendments.***

(1) The Municipality will neither create, nor permit the creation of, any lien, encumbrance or charge upon its Utility or upon the Gross Revenues except the pledge, lien and charge securing its obligations under this Loan Agreement, any Outstanding Utility Indebtedness, any Additional Indebtedness issued as Parity Obligations, or any pledge, lien or charge created to secure any junior lien Revenue Obligation issue by the Municipality, as long as the rights of the owners of such obligations are subordinate in all respects to the covenants and provisions of this Loan Agreement and such lien, encumbrance or charge further complies with the Bond Resolutions. The Municipality further covenants that it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within 60 days after the same accrue, all lawful claims and demands for labor, materials, supplies or other obligations constituting operating expenses of its Utility which, if unpaid, might by law become a lien upon the Utility or upon the Gross Revenues. Nothing in this paragraph shall require the Municipality to pay or cause to be discharged, or to make provisions for payment of, any such lien, encumbrance or charge so long as the validity thereof is contested in good faith and by appropriate legal proceedings. If the Municipality proposes to issue any Utility Indebtedness or otherwise create a pledge of, or lien upon, its Gross Revenues, the Utility, or any part thereof, written notice of such proposed issuance or lien shall be given to KDHE and the Authority.

(2) The Municipality shall not, and shall not permit any Person to, without the prior written consent of KDHE, (i) extinguish or impair the Lien on the Net Revenues

granted pursuant to this Loan Agreement, (ii) amend, modify, replace or supplement the Ordinance or permit a waiver of any provision thereof, (iii) amend, modify, replace or supplement any related document or permit a waiver of any provision thereof in a manner that could adversely affect KDHE or (iv) subject to *Section 3.02(r)* (Particular Covenants of the Municipality – Additional Rights), provide any counterparty to a Contractual Obligation the right to accelerate any Utility Indebtedness or other obligations.

(j) **Records and Accounts.**

(1) The Municipality shall keep accurate records and accounts for its Utility (the “Utility Records”), separate and distinct from its other records and accounts (the “General Accounts”). Such Utility Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards if the total Disbursement of Loan Proceeds exceed \$25,000 for the Municipality’s fiscal year. Such audit may be a part of the single agency audit made in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, ***Audits of States, Local Governments, and Non-profit Organizations*** as amended in 1996 and 2003 and as may be further amended and revised. Such Utility Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality’s annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (j)(2) hereof.

(2) The Municipality shall maintain financial information in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(k) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, with reasonable prior notice, the property, constituting the Project and/or the Utility, and to inspect and make copies of any accounts, financial books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(l) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any “material event” (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice

from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

(1) **Timing.** Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event, no later than 7 business days after the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

(2) **Annual Information.** Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (j)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's annual comprehensive financial report (ACFR) and/or annual report of its Utility (if Gross Revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared but is not available within 270 days of the end of the Municipal Fiscal Year, unaudited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

(3) **Event Notices.** For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i)

bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(m) ***Insurance.*** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of the Utility as would be carried by similar municipal operators of wastewater treatment systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence). The Municipality shall cause all liability insurance policies that it maintains (and, during the Construction Period, that are maintained by any entity that has contract of which costs will be reimbursed with funds from this loan), other than workers' compensation insurance, to reflect the Kansas Department of Health and Environment as an additional insured to the extent of its insurable interest. In lieu of the foregoing, the Municipality may establish a self-insurance program which will provide substantially the same protection for KDHE.

(n) ***Notice of Material Adverse Change.*** The Municipality shall promptly notify KDHE and the Insurer of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Utility, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(o) ***Additional Covenants and Requirements.*** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure KDFA Bonds or other financings of the Authority. Should it be necessary to modify any covenants, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws and all Bond Resolutions. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any KDFA Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by the Revolving Fund. The Municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by subsections (j) and (l) of this section, or any other relevant information or operating data of the Utility reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

(p) ***Parity Obligations.*** The Municipality agrees that it will not take any action that would result in the Loan no longer remaining at least a Parity Obligation as defined

in the WIFIA Credit Agreement and a Parity Obligation as defined in the Parity Bond Resolutions.

(q) ***Additional Rights.*** In the event that the Municipality shall, directly or indirectly, enter into, consent to, or otherwise grant any Contractual Obligation, which provides any counterparty to such Contractual Obligation with rights to accelerate any Utility Indebtedness or other obligations (the “Additional Rights”), then such Additional Rights shall automatically be deemed to be incorporated into this Loan Agreement and KDHE shall have the benefit of such Additional Rights including the right to accelerate the Loan pursuant to *Section 5.02(a)* of this Loan Agreement. The Municipality shall promptly, upon entering into or otherwise consenting to a Contractual Obligation containing such Additional Rights, notify KDHE of such Contractual Obligation and enter into an amendment to this Loan Agreement to incorporate such Additional Rights herein; provided that KDHE shall have the benefit of such Additional Rights even if the Municipality fails to provide such notice or enter into an amendment hereto to incorporate such Additional Rights into this Loan Agreement. As of the Effective Date and as of the date of the execution of this Loan Agreement, the Municipality does not have Contractual Obligations that contain Additional Rights.

Section 3.03 Federal Tax Compliance Representations and Covenants.

(a) The Municipality is the owner of the Financed Facility. As long as any portion of this Loan Agreement is unpaid, the Municipality will not dispose of any portion of the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(b) As long as any portion of this Loan Agreement is unpaid, the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel. In furtherance of this covenant, the Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User or provide any Non-Qualified User with a special legal right or entitlement to use the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(c) None of the proceeds of this Loan Agreement will be loaned directly or indirectly to any Non-Qualified User.

(d) All costs previously paid by the Municipality that are to be reimbursed from the proceeds of this Loan Agreement either (1) were paid by the Municipality after the date the Municipality filed its application with KDHE and not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the Project paid prior to the date construction commenced.

(e) The Municipality will not take any action or permit any action to be taken which would cause this Loan Agreement to be "federally guaranteed" within the meaning of Code § 149.

(f) No operating costs or expenses of the Municipality are being paid from the proceeds of this Loan Agreement.

(g) Upon the written request of the Authority or KDHE, the Municipality will provide written confirmation of compliance with the federal tax requirements through use of an Annual Compliance Checklist in a form acceptable to the Authority and KDHE. A sample Annual Compliance Checklist is attached to this Loan Agreement as Exhibit I.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments to the Authority, and the Authority's pledging of all or a portion of the same to the KDFA Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE, the Insurer, and the Authority shall have approved the assignment in writing;

(b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State of Kansas or any combination thereof that has legal responsibility to treat wastewater;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under its Master Indenture nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on any KDFA Bonds; and

(e) the Municipality shall, provide KDHE and the Insurer with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in **Section 7.01** hereof.

Section 5.02. Remedies on Default.

(a) Whenever an Event of Default shall have occurred and be continuing, KDHE, the Insurer or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements and cancellation of the Loan Agreement (subject to consent of the Insurer as provided in Article VI)), or such other remedies provided to the Secretary in the Loan Act and the Regulations; provided that:

(1) the remedies for any Event of Default resulting solely from noncompliance by the Municipality with *Section 3.02(l)* (Particular Covenants of the Municipality - Obligation to Provide Information if Notified by KDHE) of this Loan Agreement shall be limited to such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under such section; and

(2) subject to the limitation in clause (1) of this subsection, if KDHE has a right to accelerate the Loan pursuant to *Section 3.02(q)* (Particular Covenants of the Municipality – Additional Rights) of this Loan Agreement, KDHE may declare the outstanding balance of the Loan to be, and the same shall thereupon forthwith become, immediately due and payable, together with the interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Loan Agreement, all without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived.

(b) The parties hereto acknowledge that the Bond Resolutions and all of the provisions thereof shall constitute a contract between the Municipality, the Bond Insurer, if any, and each of the Owners of Utility Indebtedness incurred under the applicable Bond Resolution, and any such Owner may by suit, action, mandamus, injunction or other

proceeding, either at law or in equity, enforce and compel performance of all duties, obligations and conditions determined and required by the applicable Bond Resolutions, subject to the limitations set forth in the applicable Bond Resolutions; provided however, that no Owner of Subordinate Indebtedness shall have the ability to impair the rights of Owners of Parity Indebtedness. Upon the happening and continuance of any Event of Default under a Bond Resolution, then and in every such case any Owner of Utility Indebtedness issued under such Bond Resolution may proceed, subject to the provisions of the applicable Bond Resolution, to protect and enforce the rights of the Owners by a suit, action or special proceeding in equity, or at law, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy as such Owner shall deem most effectual to protect and enforce such rights.

(c) The parties further acknowledge that anything in the Bond Resolutions to the contrary notwithstanding, if at any time moneys in the Principal and Interest Account shall not be sufficient to pay the interest on or the principal of the Utility Indebtedness as the same shall become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Section or otherwise, shall be applied as follows:

(1) If the principal of all the Parity Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Parity Indebtedness which shall have become due and payable (other than Parity Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolutions), in the order of their due dates, with interest on the principal amount of such Parity Indebtedness at the respective rates specified therein from the respective dates upon which such Parity Indebtedness' became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Parity Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Parity Indebtedness, to the purchase and retirement of the Parity Indebtedness and to the redemption of the Parity Indebtedness, all in accordance with the provisions of the Bond Resolutions.

(2) If the principal of all of the Parity Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness, and then to the payment of any interest due and payable after maturity on the Parity Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness; and

second: to the payment of the principal of the Parity Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Parity Indebtedness over any other Parity Indebtedness.

(3) If the principal of all the Subordinate Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Subordinate Indebtedness which shall have become due and payable (other than Subordinate Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Subordinate Indebtedness at the respective rates specified therein from the respective dates upon which such Subordinate Indebtedness' became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Subordinate Indebtedness due and payable on any particular date, together

with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Subordinate Indebtedness, to the purchase and retirement of the Subordinate Indebtedness and to the redemption of the Subordinate Indebtedness, all in accordance with the provisions of the Bond Resolution.

(4) If the principal of all of the Subordinate Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably', according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Indebtedness, and then to the payment of any interest due and payable after maturity on the Subordinate Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Indebtedness; and

second: to the payment of the principal of the Subordinate Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Subordinate Indebtedness over any other Subordinate Indebtedness.

(d) In case any proceeding taken by any Owner on account of any default under this Loan Agreement shall have been discontinued or abandoned for any reason, then and in every such case the Municipality and the Owner shall be restored to its former position and rights under this Loan Agreement, respectively, and all rights and remedies of the Owner shall continue as though no such proceedings had been taken. No Owner of any of any Utility indebtedness shall have any right in any manner whatever to affect, disturb or prejudice the security of this Loan Agreement or to enforce any right under this Loan Agreement, except in any manner herein provided, and all proceedings at law or in equity, other than those available to KDHE (but not other Owners) pursuant to the Loan Act, the Regulations or this Loan Agreement, shall be instituted, had and maintained for the equal benefit of all Owners of the same class of Parity Indebtedness. No remedy herein conferred on the Owners is intended to be exclusive of any other remedy or remedies, and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement and under the Loan Act

or now or hereafter existing at law or in equity or by statute. No delay or omission of any Owner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 5.03. Expenses.

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum in addition to Loan Repayments due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to **Section 5.03** hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to **Section 5.03** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that KDHE's right to receive Loan Repayments is on a parity of lien basis with the lien of Utility Indebtedness on the Municipality's Net Revenues, such moneys shall be applied to the Loan as a Parity Obligation under the Bond Resolutions as described in **Section 5.02(c)** hereof.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner,

however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management Review. As provided in the Loan Act and the Regulations, upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, may require the Municipality to undergo a financial and management operations review. The governing body shall correct any deficiencies noted during such review and collect charges or surcharges as may be adopted by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MUNICIPAL BOND INSURANCE PROVISIONS

Section 6.01. Notice and Other Information to be given to BAM. The Municipality will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Undertaking for the 2023A Bonds even if such bonds are no longer outstanding and (ii) to KDHE under the Security Documents. All financial information described in *Section 3.02(l)* required to be delivered by the Municipality to KDHE shall also be delivered to BAM at the times described in *Section 3.02(l)*.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2023B0273, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 6.02. Consent of BAM. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted

below. The Municipality shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations, if any.

(a) ***Amendments or Supplements to Security Documents.*** Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:

- (1) To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the Security Documents or in any supplement thereto, or
- (2) To grant or confer upon KDHE any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or
- (3) To add to the conditions, limitations and restrictions on the issuance of Additional Indebtedness under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or
- (4) To add to the covenants and agreements of the Municipality in the Security Documents other covenants and agreements thereafter to be observed by the Municipality or to surrender any right or power therein reserved to or conferred upon the Municipality, or
- (5) To issue additional Parity Indebtedness in accordance with the requirements set forth in the Security Documents (unless otherwise specified herein).

(b) ***Consent of BAM in Addition to KDHE Consent.*** Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of KDHE or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.

Section 6.03. Insolvency. Any reorganization or liquidation plan with respect to the Municipality must be acceptable to BAM. KDHE hereby appoints BAM as its agent and attorney-in-fact with respect to the Insured Obligations and agrees that BAM may at any time during the continuation of any proceeding by or against the Municipality under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (1) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (2) the direction of any appeal of any order relating to any Claim, (3) the posting of any surety, supersedeas or performance bond pending any such appeal, and (4) the right to vote to accept or reject any plan of adjustment. In addition, KDHE delegates and assigns to BAM, to the fullest extent permitted by law, the rights of KDHE with respect to

the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

Section 6.04. Control by BAM Upon Default. Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to KDHE under any Security Document. No default or event of default may be waived without BAM's written consent.

Section 6.05. BAM as Owner. Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.

Section 6.06. Consent of BAM for Acceleration. BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.

Section 6.07. Grace Period for Payment Defaults. No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.

Section 6.08. Special Provisions for Insurer Default. If an Insurer Default shall occur and be continuing, then, notwithstanding anything in *Section 6.02* through *Section 6.05* above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding described in (i), (ii) or (iii), (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

Section 6.09. BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

Section 6.10. Payment Procedure Under the Policy.

(a) In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Municipality, the assignment and pledge of the Dedicated Source of Revenue and all covenants, agreements and other obligations of the Municipality to KDHE shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of KDHE with respect to such Insured Obligations.

(b) In the event that KDHE has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on any payment date, KDHE shall immediately notify BAM or its designee on such payment date by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part following the payment date, KDHE shall so notify BAM or its designee.

(c) In addition, if KDHE has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then KDHE shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

(d) The Municipality consents to the following, and KDHE shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for subsequent holders of the Insured Obligations:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, KDHE shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for KDHE as holder (or attorney-in-fact for subsequent holders) of the Insured Obligations, in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as holder of the Insured Obligations (or attorney-in-fact for subsequent holders), in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to pay Insured Obligations; and

(2) If there is a deficiency in amounts required to pay principal of the Insured Obligations, KDHE shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for KDHE as holder (or attorney-in-fact for subsequent holders) of the Insured Obligations, in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as holder of the Insured Obligations (or attorney-in-fact for subsequent holders), in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to pay Insured Obligations.

(3) KDHE shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether when due or upon prepayment, on its books as a reduction in the principal amount of Insured Obligations and shall prepare a new Exhibit B (Loan Repayment Schedule) reflecting such payment by BAM; provided that KDHE's failure to so designate any payment or prepare a new Exhibit B shall have no effect on the amount of principal or interest payable by the Municipality on any Insured Obligation or the subrogation or assignment rights of BAM.

(e) Payments with respect to claims for interest on and principal of Insured Obligations disbursed by KDHE from proceeds of the Policy shall not be considered to discharge the obligation of the Municipality with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

(f) Irrespective of whether any such assignment is executed and delivered, the Municipality and KDHE agree for the benefit of BAM that:

(1) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through a paying agent or trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of KDHE to receive the amount of such principal and interest from the Municipality, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and

(2) The Municipality will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the Loan Agreement and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to KDHE, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

Section 6.11. Reimbursement of BAM.

(a) The Municipality agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Municipality agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

(b) Notwithstanding anything herein to the contrary, the Municipality agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Municipality, payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts and Administrative Costs shall be, and the Municipality hereby covenants and agrees that the BAM Reimbursement Amounts and Administrative Costs are, solely payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations under the Loan Agreement on a parity with debt service due on the Insured Obligations under the Loan Agreement.

Section 6.12. Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of KDHE and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of KDHE or any other person is required in addition to the consent of BAM.

Section 6.13. Payment upon Nonpayment by Municipality. BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Municipality (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.

Section 6.14. No Transfer. So long as the Insured Obligations are outstanding or any amounts are due and payable to BAM, the Municipality shall not sell, lease, transfer, encumber or otherwise dispose of the Utility or any material portion thereof, except upon obtaining the prior written consent of BAM.

Section 6.15. No Impairment. No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.

Section 6.16. Additional Events of Default. If an event of default occurs under any agreement pursuant to which any Obligation of the Municipality has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under this Loan Agreement and the related Security Documents for which BAM or KDHE, at the direction of BAM, shall be entitle to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

Section 6.17. Definitions. Terms used in this *Article VI* and not otherwise defined herein shall have the following meanings. For the avoidance of confusion, it is understood and agreed that the Insured Obligations bear interest at the Gross Interest Rate and that references in this *Article VI* to the payment of interest on the Insured Obligations are references to payment of interest at such Gross Interest Rate.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Insured Obligations" shall mean the Loan.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates including K.S.A. 10-1009. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"Policy" shall mean the Municipal Bond Insurance Policy as defined in *Section 1.01* of this Loan Agreement.

"Security Documents" shall mean the Municipality's Ordinance, this Loan Agreement and/or any additional or supplemental document executed in connection with the Insured Obligations.

"2023A Bonds" shall mean the Municipality's Water and Sewer Utility Revenue Bonds, Series 2023A.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in subsection (b), to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367
Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance Authority
534 South Kansas Avenue, Suite 800
Topeka, Kansas 66603
Attention: President,

(3) Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, NY 10281
Attention: Surveillance
Re: Policy No. 2023B0273
Telephone: (212) 235-2500
Telecopier: (212) 235-1542
Email: notices@buildamerica.com.

(4) to the Municipality:

at the address set forth on ***Exhibit H***.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 7.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 7.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 7.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 7.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 7.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 7.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by KDHE.

Section 7.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS



By: _____

Janet Stanek,
Secretary
Kansas Department of Health and Environment

Date: _____

CITY OF WICHITA, KANSAS

[seal]

By: _____
Lily Wu, Mayor

ATTEST:

By: _____
Shinita Rice, Deputy City Clerk

Date: _____

EXHIBIT A

DESCRIPTION OF THE PROJECT

This project will include rehabilitation of two wastewater facilities, Plants 1 and 2, which provide conveyance and treatment within the City's largest sewer shed. The project is known as the Wastewater Reclamation Facilities Biological Nutrient Removal Improvements Project. The project will generally include the following elements:

Plant 1 – rehabilitation of influent pumping, grit removal, and excess flow holding.

Plant 2 – facility rehabilitation to provide biological nutrient removal using a three-stage, anaerobic-anoxic-oxic (A2O) treatment process and side stream treatment.

Collection System – rehabilitation is necessary to carry wastewater from the western service area to Plants 1 and 2 for treatment.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide Gross Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the Debt Service Requirements on the Loan and any other Utility Indebtedness as and when the same become due at the Maturity thereof or on any interest payment date, (c) pay all other amounts due at any time under the Loan Agreement, (d) provide reasonable and adequate reserves for the payment of the Utility Indebtedness and for the protection and benefit of the Utility, (e) make the additional transfers of moneys on deposit in the Revenue Fund as described in *Section 3.02(c)* hereof and (f) enable the Municipality to maintain the Debt Service Coverage Ratios described in *Section 3.02(b)* hereof, all as more fully set forth in said *Sections 3.02(b) and 3.02(c)*; provided, however, the pledge of the Gross Revenues contained herein shall be subject to reasonable expenses of operation and maintenance of the System.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs as of 06-20-2025

Project Principal:	65,000,000.00
Interest During Const.:	0.00
Service Fee During Const.:	0.00
Gross Loan Costs:	65,000,000.00

Prepared for:
City of Wichita, Project No. C20 3049 02

Gross Interest Rate Allocation	thru 9/1/2030	after 9/1/2030	Gross Interest Rate:	2.91%
Service Fee Rate:	2.66%	0.25%	First Payment Date:	3/1/2027
Net Loan Interest Rate:	0.25%	2.66%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2027	65,000,000.00	81,250.00	1,209,205.40	864,500.00	2,154,955.40	63,790,794.60
2	9/1/2027	63,790,794.60	79,738.49	1,226,799.34	848,417.57	2,154,955.40	62,563,995.26
3	3/1/2028	62,563,995.26	78,204.99	1,244,649.27	832,101.14	2,154,955.40	61,319,345.99
4	9/1/2028	61,319,345.99	76,649.18	1,262,758.92	815,547.30	2,154,955.40	60,056,587.07
5	3/1/2029	60,056,587.07	75,070.73	1,281,132.06	798,752.61	2,154,955.40	58,775,455.01
6	9/1/2029	58,775,455.01	73,469.32	1,299,772.53	781,713.55	2,154,955.40	57,475,682.48
7	3/1/2030	57,475,682.48	71,844.60	1,318,684.22	764,426.58	2,154,955.40	56,156,998.26
8	9/1/2030	56,156,998.26	70,196.25	1,337,871.07	746,888.08	2,154,955.40	54,819,127.19
9	3/1/2031	54,819,127.19	729,094.39	1,357,337.10	68,523.91	2,154,955.40	53,461,790.09
10	9/1/2031	53,461,790.09	711,041.81	1,377,086.35	66,827.24	2,154,955.40	52,084,703.74
11	3/1/2032	52,084,703.74	692,726.56	1,397,122.96	65,105.88	2,154,955.40	50,687,580.78
12	9/1/2032	50,687,580.78	674,144.82	1,417,451.10	63,359.48	2,154,955.40	49,270,129.68
13	3/1/2033	49,270,129.68	655,292.72	1,438,075.02	61,587.66	2,154,955.40	47,832,054.66
14	9/1/2033	47,832,054.66	636,166.33	1,458,999.00	59,790.07	2,154,955.40	46,373,055.66
15	3/1/2034	46,373,055.66	616,761.64	1,480,227.44	57,966.32	2,154,955.40	44,892,828.22
16	9/1/2034	44,892,828.22	597,074.62	1,501,764.74	56,116.04	2,154,955.40	43,391,063.48
17	3/1/2035	43,391,063.48	577,101.14	1,523,615.43	54,238.83	2,154,955.40	41,867,448.05
18	9/1/2035	41,867,448.05	556,837.06	1,545,784.03	52,334.31	2,154,955.40	40,321,664.02
19	3/1/2036	40,321,664.02	536,278.13	1,568,275.19	50,402.08	2,154,955.40	38,753,388.83
20	9/1/2036	38,753,388.83	515,420.07	1,591,093.59	48,441.74	2,154,955.40	37,162,295.24
21	3/1/2037	37,162,295.24	494,258.53	1,614,244.00	46,452.87	2,154,955.40	35,548,051.24
22	9/1/2037	35,548,051.24	472,789.08	1,637,731.26	44,435.06	2,154,955.40	33,910,319.98
23	3/1/2038	33,910,319.98	451,007.26	1,661,560.24	42,387.90	2,154,955.40	32,248,759.74
24	9/1/2038	32,248,759.74	428,908.50	1,685,735.95	40,310.95	2,154,955.40	30,563,023.79
25	3/1/2039	30,563,023.79	406,488.22	1,710,263.40	38,203.78	2,154,955.40	28,852,760.39
26	9/1/2039	28,852,760.39	383,741.71	1,735,147.74	36,065.95	2,154,955.40	27,117,612.65
27	3/1/2040	27,117,612.65	360,664.25	1,760,394.13	33,897.02	2,154,955.40	25,357,218.52
28	9/1/2040	25,357,218.52	337,251.01	1,786,007.87	31,696.52	2,154,955.40	23,571,210.65
29	3/1/2041	23,571,210.65	313,497.10	1,811,994.29	29,464.01	2,154,955.40	21,759,216.36
30	9/1/2041	21,759,216.36	289,397.58	1,838,358.80	27,199.02	2,154,955.40	19,920,857.56
31	3/1/2042	19,920,857.56	264,947.41	1,865,106.92	24,901.07	2,154,955.40	18,055,750.64
32	9/1/2042	18,055,750.64	240,141.48	1,892,244.23	22,569.69	2,154,955.40	16,163,506.41
33	3/1/2043	16,163,506.41	214,974.64	1,919,776.38	20,204.38	2,154,955.40	14,243,730.03
34	9/1/2043	14,243,730.03	189,441.61	1,947,709.13	17,804.66	2,154,955.40	12,296,020.90
35	3/1/2044	12,296,020.90	163,537.08	1,976,048.29	15,370.03	2,154,955.40	10,319,972.61
36	9/1/2044	10,319,972.61	137,255.64	2,004,799.79	12,899.97	2,154,955.40	8,315,172.82
37	3/1/2045	8,315,172.82	110,591.80	2,033,969.63	10,393.97	2,154,955.40	6,281,203.19
38	9/1/2045	6,281,203.19	83,540.00	2,063,563.90	7,851.50	2,154,955.40	4,217,639.29
39	3/1/2046	4,217,639.29	56,094.60	2,093,588.75	5,272.05	2,154,955.40	2,124,050.54
40	9/1/2046	2,124,050.54	28,249.87	2,124,050.54	2,654.99	2,154,955.40	0.00

Totals	13,531,140.22	65,000,000.00	7,667,075.78	86,198,216.00
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EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a. Advertising for construction contract bids within 30 days of KDHE authorization to advertise.
 - b. Bid opening no sooner than 30 days after advertisement for bids.
 - c. Contract award within 60 days of a bid opening for a construction contract.
 - d. Issuance of notice to proceed within 30 days of a construction contract award.
 - e. Initiation of operation for the entire project no later than December 31, 2027
 - f. Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes to this project schedule.

2. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (*i.e.*, all real property has been acquired, bona fide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
3. The Municipality agrees that all bid solicitations will include the following statement in the "Advertisement for Bids" for this project:

Nondiscrimination in Employment

- a. Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended. Requirements for bidders and contractors under this order are explained in the specifications.
4. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.
 - a. The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.
5. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act,

K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.

6. The Municipality agrees to include Section 202 of Executive Order 11246 in all contracts and subcontracts for all construction contracts exceeding \$10,000.00.
7. If the project is for construction, alteration, and repair of treatment works, the municipality shall comply with KWPCRF wage rate requirements listed below:
 - a. insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b. while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c. incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
 - d. review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

- e. either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- f. provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
- g. interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- h. establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- i. periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with

Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- j. periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.
- k. must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
8. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.
9. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.
10. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at <https://www.kdhe.ks.gov/756/Industrial-Programs-Section-Stormwater-P> .
11. The Municipality shall follow applicable state procurement laws and regulations. KDHE approval is required prior to procurement.
12. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

13. The Municipality will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications per K.A.R. 28-16-55 and Water Quality Policy Memorandum No. 2-78 dated January 18, 1978 and will furnish progress reports and such other information as the State may require.
14. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction (engineer associated with the design build team) will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
 - a. The Municipality agrees the performance standards applicable to the Project are:
 - (1) All construction deficiencies have been resolved.
 - b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - c. Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
15. A final plan of operation and draft O&M Manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion and the Final O&M Manual must be submitted at 90% construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.
16. The rates and ordinances enacting the approved user charge system and sewer use requirements as approved by KDHE shall be enacted prior to initiation of operation.

17. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Loan Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.
18. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
19. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.
20. The Loan Recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Loan Recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
21. The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of the project. The Municipality hereby agrees to request and obtain intergovernmental environmental evaluations of the proposed rehabilitation wastewater stabilization lagoon and the Municipality agrees to implement measures to mitigate all known adverse environmental effects of the project. The following mitigate actions are required: (Subject to Environmental Clearance)
22. The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
23. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.

24. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in Exhibit C(1), regardless of whether KDHE funding is available for the remaining System improvements.
25. The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project.

FINAL for Review
Not for Execution

EXHIBIT D
USE OF LOAN PROCEEDS

Wastewater Reclamation Facilities Biological Nutrient Removal Improvements Project

The Project will be jointly funded by proceeds of the WIFIA Credit Agreement, City of Wichita Utility Funds and loans from KDHE. KDHE funding is expected to be provided over multiple loans, the aggregate total of which will not exceed \$185,000,000.00.

Rehabilitation of plant 1, plant 2, and the collection system, which provide conveyance and treatment within the City's largest sewershed.

The loan proceeds will be utilized to pay the costs of:

1. Construction: All actual construction costs of the improvements to the wastewater collection and treatment system and incidental work associated with construction.
2. Engineering: All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use ordinance development, one year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan.
3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.

Unallowable Costs: The costs of full time employees of the municipality.

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EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Request for Disbursement from KDHE Revolving Loan Programs form (currently located at:
<https://www.kdhe.ks.gov/DocumentCenter/View/2852/Loan-Disbursement-Request-Forms-PDF>).
2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services, which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds, which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water
Kansas SRF
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:		KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)																																													
KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____		KWPCRF PROJECT # C20																																													
KANSAS PUBLIC WATER SUPPLY LOAN FUND _____		KPWSLF PROJECT #																																													
IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION																																														
	NAME :																																														
PAYMENT REQUEST NUMBER :	ADDRESS or PO box (include City, State, Zip) :																																														
<p>The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:</p> <table border="1"> <thead> <tr> <th>Classification</th> <th>Invoice amounts (invoices must be attached)</th> <th>Invoiced from (list payee(s))</th> <th>Description</th> </tr> </thead> <tbody> <tr><td>a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)</td><td></td><td></td><td></td></tr> <tr><td>b. Engineering services expense</td><td></td><td></td><td></td></tr> <tr><td>c. Land, easements (Not allowable under KWPCRF)</td><td></td><td></td><td></td></tr> <tr><td>d. Construction Contract Expense</td><td></td><td></td><td></td></tr> <tr><td>e. Equipment (by separate KDHE approved contract or procedure)</td><td></td><td></td><td></td></tr> <tr><td>f. Miscellaneous cost (not categorized above)</td><td></td><td></td><td></td></tr> <tr><td>g. Total of Invoices Submitted (sum of lines a thru f)</td><td></td><td></td><td></td></tr> <tr><td>h. Deductions for other sources of funding used (from grants or cash on hand)</td><td></td><td></td><td></td></tr> <tr><td>i. Total Disbursement Requested from KDHE *</td><td></td><td></td><td></td></tr> <tr> <td colspan="4">(Line g minus line h)</td> </tr> </tbody> </table>				Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description	a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)				b. Engineering services expense				c. Land, easements (Not allowable under KWPCRF)				d. Construction Contract Expense				e. Equipment (by separate KDHE approved contract or procedure)				f. Miscellaneous cost (not categorized above)				g. Total of Invoices Submitted (sum of lines a thru f)				h. Deductions for other sources of funding used (from grants or cash on hand)				i. Total Disbursement Requested from KDHE *				(Line g minus line h)			
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i. Total Disbursement Requested from KDHE *																																															
(Line g minus line h)																																															

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

2

Date Signed

Telephone (Area Code, number & ext.)

Email

EXHIBIT F
MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON JULY 11, 2023**

The Governing Body of the City of Wichita, Kansas met in regular session at the usual meeting place, at 9:00 a.m., the following members being present and participating, to-wit:

Brandon Whipple, Mayor; Maggie Ballard, District 6; Jeff Blubaugh, District 4; Bryan Frye, District 5; Mike Hoheisel, Vice Mayor & District 3; Brandon Johnson, District 1; and Becky Tuttle, District 2

Absent:

None

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Among other business, there came on for first reading, consideration and discussion the following:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN CITY OF WICHITA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Following first reading, Mike Hoheisel moved that said Ordinance be passed. The motion was seconded by Brandon Whipple. Said Ordinance was duly read and considered, and upon being put, the motion for the adoption of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yes: Brandon Whipple, Maggie Ballard, Jeff Blubaugh, Bryan Frye, Mike Hoheisel, Brandon Johnson and Becky Tuttle

No: None

Thereupon, the Ordinance was duly numbered Ordinance No. 52-210 and was signed by the Mayor and attested by Clerk.

Thereafter, the Governing Body of the City of Wichita, Kansas met again in regular session, at the usual meeting place in said City on July 18, 2023 at 9:00 a.m., the following members being present and participating, to-wit:

Brandon Whipple, Mayor; Maggie Ballard, District 6; Jeff Blubaugh, District 4; Bryan Frye, District 5; Mike Hoheisel, Vice Mayor & District 3; Brandon Johnson, District 1; and Becky Tuttle, District 2

Absent:

None

The Mayor declared that a quorum was present and called the meeting to order.

Thereupon, among other business, there again came on for second reading, consideration and discussion the following:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN CITY OF WICHITA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, Brandon Whipple moved that said Ordinance be passed. The motion was seconded by Mike Hoheisel. Said Ordinance was duly read and considered, and upon being put, the motion for the adoption of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yes: Brandon Whipple, Maggie Ballard, Jeff Blubaugh, Bryan Frye, Mike Hoheisel, Brandon Johnson and Becky Tuttle

No: None

Thereupon, the Mayor declared said Ordinance duly passed. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)



A handwritten signature in blue ink, appearing to read "Dan Brown". Below the signature, the word "Clerk" is printed in a smaller, sans-serif font.

FINAL for Review
Not for Execution

(Published in The Wichita Eagle on July 21, 2023)

ORDINANCE NO. 52-210

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN CITY OF WICHITA, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the City of Wichita, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”) and a municipality as said term is defined in the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive, as amended, (the “Loan Act”); and

WHEREAS, the governing body of the City has heretofore, by Ordinance No. 39-888 adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the “City of Wichita, Kansas Water and Sewer Utility” (the “Utility”); and

WHEREAS, the City is authorized under the provisions of K.S.A. 10-1201 *et seq.*, as amended, (the “Utility Revenue Bond Act”) to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues (as defined in the Bond Resolutions defined below) derived by the City from the operation of the Utility; and

WHEREAS, the governing body has heretofore by various resolutions (collectively, together with each hereinafter-defined Loan Agreement when entered, the “Bond Resolutions”), duly adopted, found and determined it to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend or enlarge the Utility, and found and determined it to be necessary and advisable to issue certain revenue bonds pursuant to the provisions of the Utility Revenue Bond Act in order to pay the costs thereof, secured on a parity basis by the Utility’s Net Revenues and co-equal in priority and lien (collectively, the “Parity Bonds”); and

WHEREAS, the City has previously identified the need for rehabilitation and improvement of its wastewater treatment system to serve the City and adopted Resolution No. 20-180 on July 7, 2020, as amended by Resolution No. 20-403 adopted on December 15, 2020, Resolution No. 20-436 adopted on November 16, 2021, Resolution 21-445 adopted on December

7, 2021, and Resolution No. 22-439 adopted on October 4, 2022, authorizing the issuance of revenue bonds of the City in an amount not to exceed \$429,964,450 to pay the costs of the Project (as defined below), interest on interim financing and associated reserves; and

WHEREAS, the City has previously issued a revenue bond in the principal amount of not to exceed \$250,000,000 (the “WIFIA Bond”) as a Parity Bond and delivered the same to the United States Environmental Protection Agency (the “WIFIA Credit Provider”) to enable the City to participate in the federal Water Infrastructure Finance and Innovation Act (“WIFIA”) and finance a portion of the costs of the Project, subject to the terms of a credit agreement between the City and the WIFIA Credit Provider (the “WIFIA Credit Agreement”); and

WHEREAS, the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*), as amended by the Federal Water Quality Act of 1987 (the “Federal Act”) established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the “EPA”) to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive, as amended, (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the “Authority”) and KDHE have entered into a Master Financing Indenture (the “Master Indenture”) pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the “Projects”) and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the “Bonds”) for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the Utility includes Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its Utility consisting of the following:

Construction of a project to rehabilitate and improve the wastewater treatment works, known as the Wastewater Reclamation Facilities Biological Nutrient Removal Improvements Project

(the “Project”); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the “Regulations”) applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for loans in an aggregate amount of not to exceed \$185,000,000 (each a “Loan” and collectively the “Loans”) in order to finance a portion of the cost of the Project, with the first such Loan to be made in calendar year 2023 in an amount not to exceed \$65,000,000 (the “2023 Loan”); and

WHEREAS, the City is permitted, pursuant to the provisions of the Bond Resolutions, to issue and enter into obligations (“Parity Obligations”) secured by the Net Revenues on a parity and co-equal in priority and lien with the Parity Bonds and other Parity Obligations (Parity Bonds and Parity Obligations being referred to herein collectively as “Parity Indebtedness”), and each Loan when entered into shall be such a Parity Obligation; and

WHEREAS, the governing body hereby finds and determines that each and all of the conditions precedent to the issuance of additional obligations on a parity with and co-equal in priority and lien to the existing revenue bond indebtedness of the Utility have been, or can and will be in due course and as required, satisfied prior to or upon the execution and delivery of the Loans; provided that such conditions precedent shall only apply to amounts actually disbursed pursuant to the terms of the Loan Agreements (defined below); and

WHEREAS, the governing body hereby finds and determines that it is necessary and desirable to accept the Loans as Parity Obligations payable from Net Revenues of the Utility and to enter into the Loan Agreements and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreements.

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

Section 1. Authorization of the Project. The Project (as defined above) is hereby determined to be advisable, and it is further hereby authorized, ordered and directed that the Project shall be constructed in accordance with the plans and specifications and estimates of costs therefor, which have been and are hereby approved by the governing body and are on file in the office of the City Clerk.

Section 2. Authorization of Loan Agreements. The City is hereby authorized to accept the Loans and to enter into, deliver, and perform all obligations under the Loan Agreements, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the “Loan Agreements”) to finance the Project Costs (as defined in the Loan Agreements). The Mayor and Clerk are hereby authorized to execute the Loan Agreements from time to time as necessary to pay Project Costs in substantially the form of Loan Agreement relating to the 2023 Loan presented to the governing body this date, with such changes or modifications thereto (including applicable interest rates and repayment periods for each Loan Agreement) as may be approved by the Mayor and the City’s legal counsel, the Mayor’s execution of each Loan Agreement being conclusive evidence of such approval.

Section 3. Establishment of Dedicated Source of Revenue for Repayment of Loans. Pursuant to the Loan Act, the City hereby adopts the Net Revenues (as defined in the Loan Agreements) as the dedicated source of revenue for repayment of the Loans. Such dedicated source of revenue is hereby pledged as security for repayment of the Loans, which pledge of security is no less than a Parity Obligation as defined in the WIFIA Credit Agreement and the Outstanding Parity Bond Resolutions (as said terms are defined in the Loan Agreements). The Loans shall be a special obligation of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal and interest on the Loans. The Loans shall not be or constitute a general obligation of the City and the taxing power of the City is not pledged to the payment of the Loans, either as to principal or interest.

Section 4. Terms, Details and Conditions of the Loan Agreements. Each Loan shall be dated and bear interest, shall be payable at such times, shall be in such forms, shall be subject to prepayment, and shall be governed by and subject to the provisions, covenants and agreements set forth in the applicable Loan Agreement.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Gross Revenues sufficient to (a) pay Current Expenses (as defined in the Loan Agreements); (b) pay the Debt Service Requirements on the Utility Indebtedness (each as defined in the Loan Agreements) as and when the same become due; (c) provide reasonable and adequate reserves for the payment of the Parity Indebtedness and the interest thereon and for the protection and benefit of the Utility as provided in this Ordinance and the Loan Agreements, and (d) enable the Municipality to maintain the Debt Service Coverage Ratios described in the Loan Agreements, all as more fully set forth in the Loan Agreements. The Loan Agreements may establish requirements in excess of the requirements set forth herein.

Section 6. Further Authority. The Mayor, City Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which

they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. The Ordinance and the Loan Agreements shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

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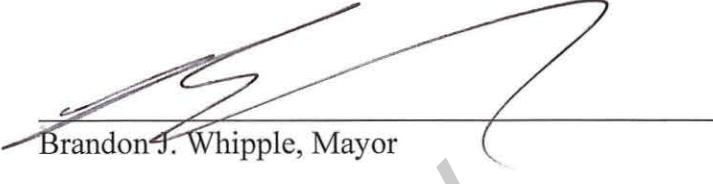
FINAL for Review
Not for Execution

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita,
Kansas on the 11th day of July, 2023.

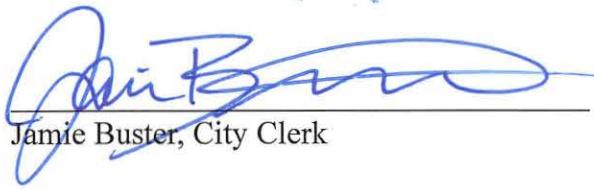
CITY OF WICHITA, KANSAS

[seal]




Brandon J. Whipple, Mayor

ATTEST:


Jamie Buster, City Clerk

FINAL for Review
Not for Execution

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of June 20, 2025, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and City of Wichita, Kansas (the "Municipality")

We have acted as special counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In our capacity as special counsel to the Municipality, We have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a dedicated source of revenue for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, we have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. _____ of the Municipality (the "Ordinance") adopted on [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

(d) such other proceedings, documents and instruments as we have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, we have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is our opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion we have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. The Loan Agreement is a Parity Obligation as defined in the WIFIA Credit Agreement and the Outstanding Parity Bond Resolutions; provided that the Secretary or KDHE may have certain additional powers, payments, and security under or incident to the Loan Act and the Regulations.
7. By adopting the Ordinance, the Municipality has duly adopted the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
8. To the best of our knowledge, the execution and delivery of the Loan Agreement by the Municipality will not materially, adversely conflict with or result in a material breach of any of the terms of, or constitute a material default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument known to us to which the Municipality is a party or by which it or its Net Revenues are pledged, or any of the rules or

regulations applicable to the Municipality or its Net Revenues, or of any court or other governmental body.

This opinion may be relied upon by the addressees alone and only in connection with the Loan Agreement referenced herein and may not be used or relied upon for any other purpose or by any other person for any reason whatsoever, without obtaining in each instance our prior written consent.

Very truly yours,

FINAL for Review
Not for Execution

EXHIBIT H
MUNICIPALITY'S NOTICE ADDRESS

The City of Wichita, Kansas
Director of Public Works & Utilities
455 N. Main St., 8th Floor
Wichita, Kansas 67202

with copies to:

The City of Wichita, Kansas
Director of Finance
455 N. Main St., 12th Floor
Wichita, Kansas 67202

The City of Wichita, Kansas
Director of Law
455 N. Main St., 13th Floor
Wichita, Kansas 67202

EXHIBIT I

BORROWER SAMPLE ANNUAL COMPLIANCE CHECKLIST
(Example – Do Not Complete)

Name of Borrower: City of Wichita, Kansas
Number of Borrower Loan financing the Financed Facility: KWPCRF Proj. No. C20 3049 02
Financed Facility and Placed in Service Date: Wastewater Reclamation Facilities Biological Nutrient Removal Improvements Project This loan agreement (C20 3049 02) provides funds for planning, administrative, design and construction costs and interest during construction.
Issue Date of Borrower Loan: June 20, 2025
Name of Borrower Bond Compliance Officer:
Period covered by request (“Annual Period”):

Item	Question	Response
1 Project Completi on	Has the Project intended to be financed from proceeds of the Borrower Loan been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Please provide the completion date of the Borrower Project, or, if the Borrower Project is not yet complete, the <u>expected</u> completion dates of the Project.	

Item	Question	Response
2 Own ershi p	Was the Financed Facility owned by the Borrower during the entire Annual Period? If answer above was “No,” please describe the assets no longer owned and indicate whether KDFA and KDHE were notified and advice or an Opinion of Bond Counsel obtained prior to the transfer. Include a copy of any advice or Opinion of Bond Counsel in your response.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response

3 Leases and Other Rights to Possession	<p>During the Annual Period, was any part of the Financed Facility used by any entity other than the Borrower at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Borrower entered into an agreement permitting a cell phone tower or advertisement on a Financed Facility)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If the answer above was "Yes", describe the Financed Facility subject to the lease or similar use agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the lease or use agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.</p>	

Item	Question	Response
4 Management or Service Agreements	During the Annual Period, has the Borrower entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Borrower)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was "Yes", describe the Financed Facility subject to the management or operating agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the management or operating agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	
5 Other Use	During the Annual Period, was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility (e.g., has the Borrower entered into a take or pay contract or similar agreement related to output from the Financed Facility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was "Yes", describe the Financed Facility subject to the agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Borrower Authorized Representative (Print Name):

Borrower Authorized Representative (Signature):

Date: _____

EXHIBIT J

FORM OF BOND INSURANCE POLICY

FINAL for Review
Not for Execution

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Concept and Progressive Design Build Amendment No. 1 for the 1st Street Bridge Over the Arkansas River (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the concept and Amendment No. 1.

Background: On October 8, 2024, the City Council approved the initial budget for multiple Capital Improvement Program (CIP) projects, including the 1st Street Bridge over the Arkansas River project. On December 10, 2024, the City Council approved use of progressive design-build (PDB) project delivery for the project. On May 6, 2025, the City Council approved the selection of and project development agreement with Dondlinger & Sons Construction, Inc. for refinement of the project scope. On August 11, 2025, the District Advisory Board VI and Wichita Bicycle and Pedestrian Advisory Board approved the concept.

Analysis: The initial PDB agreement provided a design discovery phase to refine the scope for a bridge repair or replacement project. Traffic volume, structural condition and cost-benefit analysis were evaluated to develop a concept and scope for Amendment No. 1 of the PDB agreement using Engineers Joint Contract Document Committee format.

The discovery phase showed that the replacement of the bridge, rather than rehabilitation, is the most cost-effective option and provides for the longest service life. The project will include a new three-lane bridge and 14 feet-wide multi-use walkways on each side of the bridge including connections to the bike paths along the Arkansas River.

Construction is projected to start in late 2025 and will return to the City Council prior to construction for approval of the project.

Financial Considerations: The design fee to date is \$360,700. The cost of Amendment No. 1 is \$957,000 for a total fee to date of \$1,317,700. Funding is available within the existing budget of \$1,500,000, which was approved by the City Council on October 8, 2024, and is funded by Local Sales Tax.

The Proposed 2026-2035 Capital Improvement Program includes \$1,500,000 in 2025, \$8,400,000 in 2027, and \$4,200,000 in 2028 for a total programmed budget of \$14,100,000, of which \$600,000 is funded by General Obligation Funds for art.

Legal Considerations: The Law Department has reviewed and approved Amendment No. 1 as to form.

Recommendations/Actions: It is recommended that the City Council approve the concept and Amendment No. 1 and authorize the necessary signatures.

Attachment: Amendment No. 1.

**AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
FOR PROGRESSIVE DESIGN-BUILD**

THIS AGREEMENT is by and between The City of Wichita, Kansas ("Owner") and
Dondlinger & Sons Construction Co., Inc. ("Design-Builder").

PROJECT INFORMATION

Project: 1st Street Bridge at the Arkansas River

Design-Build Contract: #250018 *Design Build for 1st Street Bridge* (the "Contract")

Owner's Consultant: none

Engineer: Design-Builder has retained TranSystems ("Engineer") for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner's Authorized Representative: James Wagner, City of Wichita Special Projects Engineer.
455 N. Main, Wichita, KS 67206. E-mail: JWagner@wichita.gov. Phone: 316-268-4505; Cell phone: 316-207-9777.
2. Design-Builder's Authorized Representative: Mark Lorenz, Dondlinger Construction Vice President of Civil Division. 2656 S. Sheridan, Wichita, KS 67217. E-mail: mlorenz@dondlinger.build. Phone: 316-945-0555; Cell phone: 316-680-3446.

Owner and Design-Builder further agree as follows:

ARTICLE 1 – THE WORK

1.01 *General Description:* Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following:
Replacement of the 1st Street Bridge at Arkansas River in Wichita, KS.

1.02 *Work Stages:*

- A. *Preliminary Stage:* As set forth in more detail in Exhibit A, which is attached and incorporated by reference, Design-Builder shall perform the following in the Preliminary Stage: Study and

Report services; drafting of Preliminary Technical Documents; and Construction Planning services (including preparation of proposed Completion Stage Price).

Owner and Design-Builder may, by Change Order to this Contract, authorize in the Preliminary Stage Design-Builder's procurement of long-lead materials and work to relocate utilities currently supported by the bridge.

- B. *Completion Stage:* If Owner and Design-Builder advance to the Completion Stage pursuant to Paragraph 3.03, then Design-Builder shall perform the following in the Completion Stage: Preparation of Construction Drawings and Construction Specifications, based on the Preliminary Technical Documents; Construction; and Correction Phase services.
- C. Regardless of stage, the Work is subject to the terms of the Standard General Conditions, EJCD form D-700 (2016), as modified by the parties.

ARTICLE 2 – CONTRACT TIMES

2.01 Time of the Essence

- A. All time limits for Design-Builder's attainment of Milestones, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 Contract Times: Preliminary Stage

- A. Design-Builder shall complete the Work under the Preliminary Stage within 90 calendar days after execution of this Contract. No damages for delay (liquidated or actual) will accrue to the Owner for this milestone.

2.03 Contract Times: Completion Stage

- A. The Work will be substantially completed within 240 working days after the Wichita City Council approves a binding Completion Stage Price.

2.04 Liquidated Damages

- A. *Construction:* Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 2.03, as such may be revised in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or mediation proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Design-Builder shall pay Owner \$[1,000] for each calendar day that expires after November 1, 2027 (as duly adjusted pursuant to the Contract) until the Work is substantially complete.

ARTICLE 3 – CONTRACT PRICE

3.01 Contract Price Definitions

- A. For purposes of this Agreement, the following definitions apply:
 - 1. Contract Price—The money that Owner has agreed to pay Design-Builder for performance and completion of the Work in accordance with the Contract Documents. Contract Price is comprised of the Preliminary Stage Price and the Completion Stage Price.

2. Preliminary Stage Price—the portion of the Contract Price established in Paragraph 3.02, as Design-Builder's compensation for the performance of the Preliminary Stage Work.
3. Completion Stage Price—the portion of the Contract Price established in Paragraph 3.03, as Design-Builder's compensation for the performance of the Completion Stage Work.
4. Owner's Completion Contingency—When applicable, a contingent amount included in the Contract Price for use by Owner, at its sole discretion, in funding the Completion Stage Price.

3.02 *Preliminary Stage*

- A. For performance of the Preliminary Stage Work in accordance with the Contract Documents, Owner shall pay Design-Builder the Preliminary Stage Price of \$ 957,000.00, subject to adjustment under the Contract. Design-Builder shall submit its Application for Payment to Owner on the 30th day of each month based upon the progress of the services in that month. Owner shall make payment within 15 days after its receipt of each properly-submitted and accurate Application for Payment, without retainage.
- B. Monetary amounts stated for portions of the work to be performed on a Stipulated Price basis are fixed and binding.

3.03 *Completion Stage*

- A. As part of Construction Planning under the Preliminary Stage, Design-Builder is required to determine an estimate of the cost of completion of the Work, including completion of the design and all Construction labor, administration, equipment, materials, and subcontracts ("Completion Cost Estimate"). Design-Builder shall use the final Completion Cost Estimate as the basis for developing and submitting to Owner a proposed lump-sum Completion Stage Price. The lump-sum Completion Stage Price will include cost allowances for a limited number of specific work activities that will be billed on a unit-price basis.
- B. The proposed Completion Stage Price shall be based on the Contract Times established in this Agreement.
- C. The proposed Completion Stage Price submitted by Design-Builder to Owner constitutes an offer that is binding on Design-Builder for 30 days.
- D. After receipt of the proposed Completion Stage Price from Design-Builder, Owner shall either (1) accept the Completion Stage Price, in which case the Completion Stage Price is binding on both Owner and Design-Builder for the performance of the Completion Stage Work; or (2) enter into negotiations with Design-Builder regarding the Completion Stage Price and the corresponding scope of Work and schedule, or (3) reject the Completion Stage Price. If Owner accepts the Completion Stage Price, or an accord is reached through negotiations, the parties shall prepare and enter into a Change Order or special amendment to the Contract, memorializing the acceptance of such Completion Stage Price, as modified by any negotiations, and establishing an adjusted Contract Price or Guaranteed Maximum Price based upon such Completion Stage Price.

If Owner does not accept the proposed Completion Stage Price, and negotiations (if any) are not successful, then the Contract shall terminate for convenience. Under such a termination for convenience,

1. Design-Builder shall be entitled to full payment for all Preliminary Stage Work;

2. Owner shall be entitled to use of the Preliminary Technical Documents, in which case Owner (1) waives and releases Design-Builder and its consultants from all claims and causes of action arising from any such use; and (2) must indemnify and hold harmless the Design-Builder and its consultants, to the extent allowed by the Kansas Tort Claims Act and Exhibit C to this Contract, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity arising from the Owner's use of the Preliminary Technical Documents; and
3. Owner shall assume and discharge all remaining payment obligations for any equipment or materials that Design-Builder has ordered or purchased for the Project pursuant to express authorization from Owner, and Design-Builder shall assign to Owner all rights and interests in any such equipment and materials.

E. Owner's Completion Contingency. [not used]

ARTICLE 4 – PAYMENT PROCEDURES

4.01 Submittal and Processing of Payments

- A. Design-Builder shall submit Applications for Payment for processing by Owner in accordance with Article 14 of the General Conditions.

4.02 Progress Payments; Retainage

- A. During the Preliminary Stage the Owner shall make payment within 30 days of the receipt of Design-Builder's invoice for Preliminary Stage services. Owner shall not withhold any portion of such payment as retainage.

- B. During the Completion Stage the Owner shall make progress payments on account of the Completion Stage Price on the basis of Design-Builder's Applications for Payment on or about the [30th] day of each month during construction as provided in Paragraphs 4.02.A.1 and 4.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

- a. [95%] percent of the Cost of Work completed (or in the case of a Stipulated Price contract, such percentage of the value of Work completed), with the balance being retainage, and
- b. [95%] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- c. If Owner in its unlimited discretion determines that a higher rate of retainage is required to ensure performance of the Contract in any manner, Owner may give notice along with payment of the then-current, undisputed pay application that all future payments will be subject to a 10% retainage.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to [100%] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less [150%] percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

C. *For Design-Builder's fee:* [not used]

D. Notwithstanding any provision above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

4.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the final amount due.

ARTICLE 5 – INTEREST

5.01 *Interest Rate*

A. All amounts not paid when due shall bear interest at the rate of [18%] percent per annum to the extent required by the Kansas prompt payment statute, KSA 16-1903(e).

ARTICLE 6 – INSURANCE AND BONDS

6.01 *Insurance*

A. Design-Builder and Owner shall obtain and maintain insurance as required by the General Conditions and Supplementary Conditions.

6.02 *Performance, Payment, and Other Bonds*

A. As part of the Work under the Completion Stage, the Design-Builder shall furnish a performance bond, a payment bond, and a Kansas statutory payment bond (K.S.A. § 60-1111), each in an amount equal to the Completion Stage Price as duly established and modified under this Contract, as security for the faithful performance and payment of Design-Builder's obligations under the Completion Stage. These bonds shall be in the form prescribed by the Contract and governed by the provisions of Paragraph 6.01 of the General Conditions. Design-Builder shall also furnish such other bonds as are required by other specific provisions of the Contract.

ARTICLE 7 – DESIGN-BUILDER'S REPRESENTATIONS

7.01 *Representations*

A. Design-Builder makes the following representations for Owner's reliance:

1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- 3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
- 5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (3) Design-Builder's safety precautions and programs.
- 6. [not used].
- 7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.
- 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – ACCOUNTING RECORDS

8.01 Maintaining and Preserving Cost Records

- A. Design-Builder shall keep such full and detailed accounts of materials incorporated and labor, services, and equipment utilized for the Work as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to cost-based or time-based compensation or reimbursement of any type or description, including but not limited to direct labor hours, standard rate hours, reimbursable

expenses, change order pricing, and the Cost of the Work (if applicable). Design-Builder shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. General Conditions (pages 1 to 58, inclusive).
 - 3. [not used].
 - 4. 2025-07-10 GFT 1st Street -- Discovery Phase Memo
 - 5. Exhibit A, Preliminary Stage Work.
 - 6. Exhibit B, Compensation.
 - 7. [not used]
 - 8. [not used].
 - 9. [not used].
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Performance Bond.
 - b. Payment Bond.
 - c. Statutory Payment Bond.
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Record Drawings and Record Specifications.
- 11. Other Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit C, City of Wichita Mandatory Contractual Provisions Attachment.
 - b. Exhibit D, City of Wichita Mandatory Independent Contractor Addendum
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and any Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

10.03 Successors and Assigns

- A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract.

10.04 Severability

- A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Design-Builder's Certifications

- A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 15.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions: None.

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on [] (which is the Effective Date of the Contract).

OWNER:

City of Wichita

By: Lily Wu

Title: Mayor

Attest: Shinita Rice

Title: Deputy City Clerk

Address for giving notices:

Approved as to form:

Jennifer Magana, City Attorney

DESIGN-BUILDER:

Dondlinger & Sons Construction Co., Inc.

By: Mark Lorenz

Title: Vice President of Civil Division

Attest: _____

Title: _____

Address for giving notices:

2656 S. Sheridan

Wichita, KS 67217

EXHIBIT A – PRELIMINARY STAGE WORK

ARTICLE 1 –BASIC SERVICES: Preliminary Stage**A1.01 Study and Report Phase**

See attached Scope of Services, Preliminary Stage dated August 6, 2025

A1.03 Construction Planning

A. *Planning Tasks:* Concurrent with Design-Builder's development of the Preliminary Technical Documents, Design-Builder shall begin to plan and organize anticipated construction activities. Tasks shall include (but are not limited to) the following:

1. Identification of potential Construction Subcontractors and Suppliers.
2. Constructability reviews, with ongoing feedback to the design professionals.
3. Development and refinement of the construction schedule, with the addition of greater scheduling detail as the design and construction planning progresses.
4. Identification of potential for phased or fast-track construction, including an early commencement package.
5. Consideration of off-site fabrication options.
6. Identification of the need for or advantage in making long lead-time equipment and materials purchases.
7. Development of Subcontract bid packages that will be let by competitive bidding.

B. *Development of Completion Cost Estimate:* Throughout the Preliminary Stage, Design-Builder shall develop and refine the Completion Cost Estimate, based on Site information, square-foot or similar estimated costs, the draft design, budget considerations, construction planning, projected schedule, quantity estimates, unit prices, cost of materials and labor, anticipated allowances, permits and taxes, storage and transportation costs, insurance costs, information from prospective Subcontractors and Suppliers, construction-phase engineering services, standard contingencies, administrative costs, Contract terms and conditions, and other relevant factors. Design-Builder shall conduct the development and refinement of the Completion Cost Estimate using a transparent “open book” process. Under the open book process:

1. Owner and Design-Builder shall meet as needed to review the status of the draft Completion Cost Estimate, including detailed line item components and supporting data and information.
2. Owner may at any time during the Preliminary Stage indicate to Design-Builder ways in which the draft Completion Cost Estimate might be improved, including opportunities for Owner to furnish materials or equipment, access to improved information regarding the Site or local conditions, changes in scope or schedule, and enhancing competition.
- C. *Final Completion Cost Estimate:* After delivering the final Preliminary Technical Documents, as duly reviewed and revised, to Owner, as required in Paragraph A1.02 above, Design-Builder shall prepare a final Completion Cost Estimate, based on such final Preliminary Technical Documents and all other relevant factors relevant to cost.

EXHIBIT A – Preliminary Stage Work.

EJCDC® D-512, Agreement Between Owner and Design-Builder for Progressive Design-Build.

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- D. *Completion Price:* Pursuant to the Preliminary Stage Schedule, Design-Builder shall submit to Owner proposed Completion Price(s) as set forth in Paragraph 3.03 of this Agreement. The proposed Completion Price(s) shall indicate the Contract Times applicable to each specific Contract Price.

A1.04 Initial Equipment and Materials Procurement

- A. As Design-Builder develops the Preliminary Technical Documents, it shall:
1. identify equipment to be installed during construction that (a) requires early procurement to allow sufficient time for manufacture or customization, and delivery to the Site, or (b) will not be readily available, or will be inordinately expensive if not procured well in advance of construction.
 2. Identify materials needed for construction that (a) should be procured and stockpiled to avoid potential shortages, (b) are currently priced advantageously and should be procured or ordered to avoid possible price fluctuations, (c) require early procurement to give sufficient time for shipment and delivery.
- B. In the case of any such item, Design-Builder shall propose to Owner early procurement, prior to completion of the Preliminary Technical Documents. Owner shall at its option (1) procure the item itself, and make the item available to Design-Builder during construction, (2) authorize Design-Builder to purchase the item, for mutually agreed compensation or reimbursement based on cost and standard mark-ups, or (3) inform Design-Builder that the item is not to be procured until a later point, with acknowledged acceptance by Owner of the risk of adverse price or schedule impacts.

ARTICLE 2 – ADDITIONAL SERVICES

A2.01 Owner's Authorization in Advance Required

- A. If authorized in writing by Owner, during the Preliminary Stage the Design-Builder shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in Article 4 of the Agreement.
1. Prepare applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Verify the accuracy of drawings or other information furnished by Owner.
 3. Perform services resulting from significant changes in the scope, extent or character of the portions of the Project presented or specified by Design-Builder or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revise previously accepted studies, reports, technical exhibits, or other Contract Documents when such revisions are required by changes in Laws or Regulations enacted subsequent to the Effective Date of the Agreement, or are due to any other causes beyond Design-Builder's control.
 4. Perform services required as a result of Owner's providing incomplete or incorrect Project information.

EXHIBIT A – Preliminary Stage Work.

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5. Provide renderings or models for Owner's use.
6. Undertake investigations and studies of Owner's operations including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; prepare feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assist in obtaining financing for the Project; evaluate processes available for licensing, and assist Owner in obtaining process licensing, audits, or inventories required in connection with construction performed by Owner.
7. Perform services requiring out-of-town travel by Design-Builder, other than for visits to the Site or Owner's office.
8. Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and perform or furnish services required to revise studies, reports, Technical Documents or other Proposal Documents as a result of such review processes.

EXHIBIT A – Preliminary Stage Work.

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Exhibit "A"
Scope of Services
Preliminary Stage
1st Street Bridge at the Arkansas River

August 6, 2025

PROJECT UNDERSTANDING

The City of Wichita has selected, through a progressive design-build delivery model, a Design-Builder to conduct a **Preliminary Stage** - 60% design and provide a lump-sum Contract Price for the replacement of the 1st Street bridge over the Arkansas River. This Exhibit A generally defines the scope of services to be provided by Design-Builder in the Preliminary Stage.

SUMMARY OF TASKS

Task 100	Project Management
Task 200	Survey
Task 300	Roadway
Task 400	Bridge
Task 500	Utility Coordination
Task 600	Geotechnical
Task 700	Environmental
Task 800	H&H
Task 900	Landscaping
Task 1000	Artist Selection
Task 1100	Early Bid Package
Task 1200	Completion Stage Contract Price Development
Task 1300	Previous Work

FINAL DELIVERABLES

Design-Builder will provide the City of Wichita one full size set (22" x 36") electronic PDF copy of the Preliminary Stage Design Plans along with a proposed Completion Phase Contract Price.

PROJECT TASKS

Having received City approval of the concept developed in the Discovery Phase, the scope of services for the next, Preliminary Stage of the Project includes 60% design drawings and the development of a lump-sum Contract Price for the Completion Stage.

Preliminary Stage	60% Design and plan production to arrive at a lump-sum Completion Stage Contract Price.
--------------------------	-----------------------------------------------------------------------------------------

When authorized by the City of Wichita, Designer-Builder will initiate **Preliminary Stage**. The following services will be provided during this phase of the project.

Preliminary Stage

Task 100 Project Management

Manage and coordinate the tasks included in this scope of services. Provide Quality Control such that the deliverables submitted to the City have been reviewed prior to submittal. Submit progress reports of services monthly and prepare monthly billing reports for submittal to the City.

101. Communication and coordination with City staff on project related items.
102. Prepare and maintain work plan, project budget, and project schedule.
103. Prepare monthly progress reports and billing reports for submittal to the City.

104. Develop Quality Control Plan for tasks included in the scope. Quality reviews will be conducted at milestone tasks.
105. Prepare for and attend project meetings. The meetings will include:
 - Regular meetings with City staff at a frequency to be determined until the 60% design drawings and proposed Completion Stage Contract Price is delivered to the City (12 assumed)

Task 200 Survey/Basemap

Topo survey work has been completed during the Discovery Phase of the project.

201. Pick up five (5) boring locations for inclusion in design plans.
202. Develop two (2) tract maps and legal descriptions for temporary construction easements.

Task 300 Roadway Design

This task includes completing roadway design and drawing production to approximately 60% completion. Design will be in accordance with City of Wichita design criteria, standards, policies, and practices. For the purposes of this stage, the project limits for the proposed roadway improvements are limited to beginning at the east side of the 1st Street and McLean Boulevard intersection and extending west along 1st Street to the west side of the 1st Street and Waco Street intersection. Horizontal and vertical roadway geometrics will include one lane west-bound, two lanes east-bound, a physical barrier separating the drive lanes, and the pedestrian area on each side of the bridge which will include twelve feet with a one-foot shy distance on either side. The design will be developed based upon the approved Discovery Phase Concept utilizing the base mapping and existing ground digital terrain model (DTM) collected during the previously-completed Discovery Phase. Sidewalks and/or multi-use paths along 1st Street are included for the project extents along with multi-use path connections to the existing Arkansas River paths located at the northwest and southeast corners of the proposed bridge improvements. It is the intent of this project to utilize the existing storm water sewer trunk lines located within the project corridor; minimal storm water sewer design is included in this scope. In addition, roadway design efforts will be supplemented by City of Wichita GIS information, available LIDAR data, USGS mapping and existing as-built plans as necessary. This scope does not include efforts for the full re-design of either the McLean Boulevard or Waco Street intersections.

301. Roadway design will include horizontal and vertical geometrics, typical sections, concrete pavement, curb and gutter, curb inlet design and layout, sidewalks and/or multi-use paths, traffic signal modifications, pedestrian lighting, signing and pavement marking, traffic control, and cross sections.
302. Design plans will be prepared and submitted in accordance with the City of Wichita policies and practices and will be approximately 60% complete. Surveyed topographical information such as project survey control, existing utility information, benchmarks, section corner references, existing right-of-way, etc. will be incorporated into the preliminary plans. The following drawing sheets are anticipated to be included for determination of the Completion Stage Contract Price:
 - Title Sheet
 - General Notes
 - Typical Sections
 - Roadway Plan Sheets
 - Intersection Detail Sheets
 - Miscellaneous Details
 - Storm Water Sewer Plans
 - Summary of Quantities
 - Traffic Signal Plans and Details
 - Pedestrian Lighting Plans
 - Signing and Pavement Marking Plans and Details
 - Construction Sequencing
 - Traffic Control Plans and Details

- Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 25 ft., plus additional sections as needed at transition points, critical points, etc. to facilitate the design and accuracy of earthwork quantities.)
303. Coordination of roadway design elements with other design tasks (i.e. bridge, traffic, etc.).
304. Perform quality assurance/quality control reviews of the design and drawings.

Task 400 Bridge Design

Bridge design will include completing structural design and plan production to approximately 60% completion. Design will be in accordance with KDOT bridge design manual requirements and AASHTO LRFD 9th Edition, latest interims. For the purposes of this scoping document, a three-span steel superstructure is assumed to be approximately the same length and width as the existing bridge. The substructure is assumed to be supported on driven pile foundations. Lighting designs will be incorporated in the sheets. Aesthetic designs provided by the artist selected by the City will be included in the sheets as applicable. For the purposes of this scope, the aesthetic design is assumed to be similar to other projects in the area, tower or sculptures attached to the bridge near the piers with associated pedestrian bump outs. The Preliminary Stage scope does not include any stand-alone structural designs to support art or art installations.

401. Complete design plans for deck, substructure, and superstructure sufficient to calculate the Completion Stage Contract Price.
402. Project specifications and special provisions, if any.
403. Quantity estimates

Design Plan List – The following design sheets are anticipated for the 60% plan set

- Quantities and Index of Drawings
- General Notes
- Contour Map
- Construction Layout
- Footing Layout
- Engineering Geology
- Abutment Details 1
- Abutment Details 2
- Abutment Aggregate Drain Details
- Pier Details 1
- Pier Details 2
- Pier Details 3
- Aesthetic Details 1
- Aesthetic Details 2
- Bearing Details
- Steel Erection and Fit-up
- Framing Plan
- Girder Details
- Crossframe Details 1
- Crossframe Details 2
- Field Splice Details
- Miscellaneous Steel Details
- Slab Details 1
- Slab Details 2
- Roadway Surface Elevations
- Dead Load Deflections
- Barrier Rail Details 1
- Barrier Rail Details 2
- Utility Attachment Details
- Fencing Details
- KDOT Standard Sheets (3 sheets)
- Bill of Reinforcing

Task 500 Utility Coordination

This task will involve coordinating with public and private utilities located in the project area. Utility coordination will comply with the City of Wichita's Utility Location Coordination Subcommittee requirements.

501. Monthly Meetings – Continue to meet with City Staff, AT&T Legacy and AT&T to coordinate the relocation of AT&T Legacy off the north side of the bridge. [five (5) meetings].
502. Coordinate with Evergy on pedestrian/traffic lighting design across the new structure.
503. Submit plans and conflict list to the City's FTP site and send a notification to utilities to notify them to review and verify receipt of the utility plans. Post a summary to the City's FTP site on the third Thursday of each

month for the project's duration indicating each utility's response, a brief description of location in the project, needs for relocation, estimated time frame and any additional comments.

Task 600 Geotechnical Services

Geotechnical investigation will include typical borings per the KDOT geotechnical manual. For the purposes of this scope, testing for 2 abutments and as many as 3 piers (a four span bridge) is assumed.

601. One boring at each proposed substructure. The borings will be completed from deck level through the existing bridge deck. The borings will be drilled to rock and then extended 10-feet.
602. Traffic Control required to complete the bridge borings from deck. Road closure in one direction can be closed between 9a and 3p for drilling. Detour shall be to Douglas Avenue.
603. Testing of samples to determine geotechnical properties of foundation material. Laboratory testing may include the following:
 - Visual descriptions by color and texture of each sample.
 - Natural moisture content of fine grained samples
 - Atterberg limits on selected cohesive samples
 - Unconfined compressive strength test on selected cohesive samples
 - Minus #200 washes
 - Rock core photos
 - Unconfined compressive strength tests on selected rock cores.
604. Complete draft and final geotechnical report

Task 700 Environmental

This task will involve gathering environmental information and developing and submitting required permits based on the environmental information gathered.

701. Establish an environmental baseline using desktop resources.
702. Coordinate with environmental and wildlife agencies regarding advance permitting submittals.
703. Document conditions in advance of permitting.

Task 800 H&H

This task includes hydrologic and hydraulic design, including a detailed analysis of the 1st Street Bridge to support structural design and permitting requirements. A No-Rise Certification will be generated along with Floodplain Development permit documents that are signed and sealed by a Kansas Professional Engineer to satisfy NFIP and local guidelines.

801. Perform floodplain impact analysis for proposed bridge alternative.
802. Calculate and Document Scour Potential at new substructure elements.
803. Prepare No-Rise Package and Floodplain Development Permit

Task 900 Landscaping

This task includes developing conceptual and 60% plans for landscaping around the project area. The landscaping will be developed in coordination with the artistic elements selected for the site. For the purposes of this Phase, no irrigation, electrical or structural design is included.

901. Conceptual design
902. Develop aesthetic components to compliment art elements (barrier, underpass, etc.)

903. 60% plan development (hardscape, grading, planting)

Task 1000 Artist Selection

This task involves developing the Request for Proposal (RFP), coordinating with Design Council, and facilitating final artist selection.

1001. Develop RFQ for artists
1002. Attend Design Council Meeting (in person)
1003. Coordinate with Selection Committee
1004. Develop RFP for artist shortlist
1005. Facilitate interviews and final selection (in person)
1006. Manage Café (or similar online tool)

Task 1100 Early Bid Package(s)

The purpose of the early bid package is to complete a connection between the existing City of Wichita fiber on the northeast corner of the 1st Street bridge over the Arkansas River and Seneca Street to a separate City fiber on Seneca Street and Central Avenue, as well as splicing for the existing fiber lines on the northwest corner of McClean and Maple Streets. It is anticipated that the work in the early bid package will be put out to competitive bidding.

1101. Develop Plans – Two plan sheets are anticipated, with the following submittal schedule:
 - a. Field Check (approximately 30%) – end of September 2025
 - b. Final (100%) – end of December 2025

Each submittal will include standard sheets (full size 22"x36" PDF).
1102. Develop Engineers Opinion of Probable cost for City of Wichita to use as well as fixed price(s) for early work package by the Design-Builder.
1103. Meetings with the City to review the proposed Completion Stage Contract Price, costs, assumptions, clarifications, and contingencies. For scoping purposes, two (2) meetings area are assumed with up to six (6) team members, for two (2) hours' duration.

Task 1200 Completion Stage Contract Price Development

This task involves completing constructability, cost, and schedule reviews to develop a Completion Phase Contract Price proposal based on plan, specification and estimate (PS&E) documents assumed to be at the approximate 60% completion level. Complete risk reviews and provide a list of assumptions and clarifications to describe the proposed Completion Phase Contract Price. If needed, develop a list of contingency items and costs for discussion with the City.

When necessary, advertise subcontracted work based upon the current PS&E documents for bidding. Provide subcontractor bidders clarifications through the bidding process. Provide and document the selection process and include in the Completion Phase Contract Price proposal. Conduct one (1) pre-bid meeting/site visit with interested subcontractors as required.

Compile the subproject PS&E used to prepare the Completion Phase Contract Price, to be included as support for the proposal. If needed, prepare revisions and/or supporting information for finalizing the Completion Phase Contract Price proposal.

1201. Develop subcontractor procurement plan, including bid package break-out, bid package estimated value, advertisement date, bid date and time, pre-bid site visit date and time.
1202. Draft Completion Phase Contract Price document, including narrative and assumptions, summary level cost estimate, detail level cost estimate, subproject schedule, risk register, and contingency plans.

1203. Final Completion Phase Contract Price document, including narrative and assumptions, summary level cost estimate, subproject schedule, risk register, rolling action item list (RAIL), and contingency plans.
1204. Prepare for and attend Completion Phase Contract Price review meetings. Prepare a meeting agenda and provide to City one (1) business day prior to meeting. Provide draft meeting notes for each meeting, which will include draft action items and a record of any decisions from the meetings. Provide the draft summary notes to the City of Wichita for review within two (2) business days of the meeting (1 electronic copy) for distribution.
1205. Prepare and maintain risk register and RAIL to track action items and decisions discussed at Project meetings.

Task 1300 Previous Work

Additional work was done in the previous discovery phase that was not included in the original Discovery Phase scope. This work included removal and resetting of utility duct panels. See letter dated June 13th to City of Wichita for description of work completed to be reimbursed under this phase.

PROPOSAL CONDITIONS

The scope of services included in the Preliminary Stage is based upon the following list of assumptions and conditions:

- City of Wichita Construction Specifications will be used as the governing specifications for the roadway portion of the project and will be supplemented by Special Provisions as required.
- KDOT Bridge Design Manual and Standard Specifications will be used for the bridge portion of the project.
- MicroStation Select Series 10 or newer will be used for all CAD file creation to prepare plans as noted herein.
- English units will be used for this project.
- No high-level conceptual work for the 1st Street and McLean intersection will be performed under this Contract.
- No 4F or 6F analysis will be required for this project.
- The scope of work does not include waters of the U.S. mitigation (likely not required).
- It is assumed that others will be providing the following if necessary:
 - Threatened and endangered species surveys and habitat studies.
 - Cultural resource/archaeological surveys.
- Floodplain development permit or FEMA flood map revisions are not included in this scope of services.
- No utility potholing is included as part of this Phase.
- All deliverables will be electronic, such as PDF format. No hard copies of the report or other information will be provided. Hard copies would be available upon request for an additional fee in accordance with the Special and Extra Services provisions of this Agreement.

The City will provide the following:

- Review and comment on project alignment and design details.
- Attendance at meetings.
- Provide rights-of-entry for survey work on private property.
- Available As-Built Plans, GIS data, LiDAR data, etc.

EXHIBIT B – DESIGN BUILDER’S COMPENSATION**B-1: PRELIMINARY STAGE—STIPULATED PRICE**

Article 3 of the Agreement is supplemented as follows:

B3.01 Preliminary Stage Work Subject to Stipulated Price Compensation

- A. For each phase of Work under the Preliminary Stage that is subject to Stipulated Price compensation under Paragraph 3.02 of the Agreement, Owner shall pay Design-Builder for performance of such Work the Stipulated Price indicated in that paragraph.
- B. The Stipulated Price includes compensation for the subject Work and the services, labor, and materials furnished by Design-Builder’s Project Design Professionals and Construction Subcontractors, if any. Appropriate factors have been incorporated into the Stipulated Price to account for labor, overhead, profit, and expenses.
- C. The portion of the Stipulated Price billed will be based upon Design-Builder’s estimate of the proportion of the total Work actually completed during the billing period to the Stipulated Price for the phase.

B-4: PRELIMINARY STAGE—ADDITIONAL SERVICES

Article 3 of the Agreement is supplemented as follows:

B3.02 Preliminary Stage—Additional Services

- A. Owner shall pay Design-Builder for Additional Services as follows:

For Work performed by design and construction professional personnel engaged directly in providing services during the Preliminary Stage, regardless of the contractual tier of such design and construction professionals’ employers, an amount equal to the cumulative hours devoted to such services by each class of design and construction professionals times hourly rates for each applicable billing class for all Additional Services, plus Reimbursable Expenses, if any. The Design-Builder’s Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit B as Appendix 1 and Appendix 2. Standard Hourly Rates set forth in Appendix 1 to this Exhibit B include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

- 1. The amounts payable to Design-Builder for Reimbursable Expenses will be the internal expenses actually incurred or allocated by Design-Builder with respect to the Additional Services; plus all invoiced external Reimbursable Expenses allocable to the Additional Services.

EXHIBIT B-4: Preliminary Stage—Additional Services.

EJCD D-512, Agreement Between Owner and Design-Builder for Progressive Design-Build.

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Exhibit "B" - Appendix 1
Hourly Rates for Additional Services
Preliminary Stage

August 7, 2025

1st Street Bridge at the Arkansas River

Title	2025 Hourly Rate
Principal/Structural Engineer V	\$515.00
Civil Engineer IV	\$281.00
Civil Engineer III	\$230.00
Civil Engineer II	\$167.00
Civil Engineer I	\$130.00
Principal/Structural Engineer V	\$410.00
Structural Engineer IV	\$313.00
Structural Engineer III	\$224.00
Structural Engineer II	\$170.00
Structural Engineer I	\$134.00
Technician V	\$219.00
Technician IV	\$167.00
Technician III	\$126.00
Technician II	\$98.00
Technician III	\$81.00
Project Executive - Contractor	\$195.00
Senior Project Manager - Contractor	\$148.00
Project Controller - Contractor	\$115.00
Project Scheduler - Contractor	\$111.00

Exhibit "B" - Appendix 2
Reimbursables Schedule
Preliminary Stage

August 7, 2025

1st Street Bridge at the Arkansas River

Reimbursables	Cost
Vehicle Mileage	\$0.70/Mile
Hotel	\$165/Night
Meals	\$75/Day
Material	Cost plus 10%
Subcontractor/Outside Consultant	Cost plus 10%
Equipment Rental	Cost plus 10%

EXHIBIT C
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). City specifically reserves and does not intend to waive any and all defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq.* of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **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**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

EXHIBIT D
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

(Rev. 12/20/2024)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with one of the three Agreements between Owner and Design-Builder (EJCD® D-512, D-520, and D-525, 2016 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. The comments and instructions contained in the Guide to Use of EJCD Design-Build Documents (EJCD® D-001, 2016 Edition) are also carefully interrelated with the wording of these General Conditions.

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

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STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*: Written or graphic instruments issued by Owner prior to the opening of Proposals which clarify, correct, or change the Request for Qualifications, Request for Proposals, or the proposed Contract Documents, including the Conceptual Documents.
 2. *Agreement*: The written instrument, executed by Owner and Design-Builder, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific items that are Contract Documents.
 3. *Application for Payment*: The form which is to be used by Design-Builder during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Authorized Representative*: The individual designated by a party to represent it with respect to this Contract, as indicated in the Agreement.
 5. *Change Order*: A document which is signed by Design-Builder and Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 6. *Claim*: A demand or assertion by Owner or Design-Builder, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim. A demand for money or services by a third party is not a Claim.
 7. *Conceptual Documents*: The documents prepared by or for the Owner to describe the Work to be performed, issued to Proposers during the design-builder selection process, and expressly identified in the Agreement.
 8. *Constituent of Concern*: Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other Laws or Regulations regulating, relating to, or imposing liability or

standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction:* The part of the Work that consists generally of making physical improvements at the Site, and is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work (including any correction of defective Construction), and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents and Construction Drawings and Construction Specifications, as duly modified.
10. *Construction Drawings:* Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or specific portions of the Construction, and consisting of drawings, diagrams, illustrations, schedules, and other data that graphically show the scope, extent, and character of the Construction (or specific portions of the Construction) to be performed by or for Design-Builder. Construction Drawings are not Contract Documents.
11. *Construction Specifications:* Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or a specific portion of the Construction, and consisting of written requirements for materials, equipment, systems, standards, workmanship, and administrative procedures as applied to the Construction (or a specific portion of the Construction). Construction Specifications are not Contract Documents.
12. *Construction Subcontract:* A written agreement between Design-Builder and a Construction Subcontractor for provision of all or a portion of the Construction, and any delegated Design Professional Services.
13. *Construction Subcontractor:* An individual or entity (other than a Supplier) having a direct contract with Design-Builder or with any other Construction Subcontractor for the performance of a part of the Construction, and any delegated Design Professional Services.
14. *Contract:* The entire and integrated written agreement between Owner and Design-Builder concerning the Work.
15. *Contract Documents:* Those items so designated in the Agreement, and which together comprise the Contract.
16. *Contract Price:* The money that Owner has agreed to pay Design-Builder for completion of the Work in accordance with the Contract Documents.
17. *Contract Times:* The numbers of working days or the dates stated in the Agreement to (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
18. *Design-Builder:* The individual or entity with which Owner has contracted for performance of the Work, as designated in the Agreement.
19. *Design Professional Services:* That part of the Work comprised of the furnishing of engineering, surveying, architecture, and other design services, and including but not limited to providing research, analysis, and conclusions regarding engineering and related matters; exercising professional judgment with respect to technical issues; the preparation of plans, reports, calculations, models, schematics, drawings, specifications,

Design Submittals, the Construction Drawings, Construction Specifications, and other instruments of service; other services included in the Contract Documents and required to be performed by or under the responsible charge of licensed design professionals; and the review of shop drawings, observation of construction, response to requests for information or interpretation, analysis of the technical aspects of Change Orders, and other engineering and related professional services provided by or for licensed design professionals during Construction.

20. *Design Agreement:* A written agreement between Design-Builder and a design firm or entity for provision of Design Professional Services.
21. *Design Submittal:* A Submittal that pursuant to Laws and Regulations or this Contract must be prepared by or under the supervision of a licensed engineer or other licensed design professional, including drawings, specifications, Construction Drawings, Construction Specifications, and revisions to such documents (but not including Record Documents).
22. *Effective Date of the Contract:* The date indicated in the Agreement on which the Contract becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *Engineer:* The Project Design Professional identified as Engineer in the Agreement, and engaged by Design-Builder to provide engineering and related professional services under a Design Agreement.
24. *Hazardous Environmental Condition:* The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, statutes, rules, regulations, ordinances, binding resolutions, codes, decrees, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens:* Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone:* A principal event in the performance of the Work that the Contract requires Design-Builder to achieve by an intermediate completion date or by a time prior to Substantial Completion of Construction.
28. *Notice of Award:* The written notice by Owner to a Proposer stating that Owner will enter into the design-build contract with the Proposer.
29. *Notice to Proceed:* A written notice by Owner to Design-Builder fixing the date on which the Contract Times will commence to run and on which Design-Builder shall start to perform the Work.

30. *Owner:* The individual or entity with which Design-Builder has contracted regarding the Work, and which has agreed to pay Design-Builder for the performance of the Work, pursuant to the terms of the Contract.
31. *Owner's Consultant:* An individual or entity with which the Owner has contracted to furnish services (typically including planning, preparation of Conceptual Documents, and advisory services) to Owner with respect to the Project, and which is identified as such in the Agreement.
32. *Owner's Site Representative:* A representative of Owner at the Site, as indicated in Paragraph 10.05.
33. *Project:* The total undertaking to be accomplished for Owner by engineers, consultants, Design-Builder, subcontractors, and others, including planning, study, design, construction, testing, start-up, and commissioning, and of which the Work to be performed under the Contract Documents is a part.
34. *Project Design Professionals:* The Engineer and any other independent entities or individuals, or employees of Design-Builder, engaged by Design-Builder or a Construction Subcontractor to provide Design Professional Services with respect to a portion of the Work.
35. *Proposal:* The documents submitted by Design-Builder in response to the Request for Proposals, setting forth technical concepts, proposed prices, and other conditions for the Work to be performed, and stating any proposed revisions, modifications, clarifications, exceptions, or supplements to the proposed Contract Documents.
36. *Proposal Amendment:* A Contract Document that is prepared after submittal of Design-Builder's Proposal; identifies mutually agreed revisions, modifications, exceptions, supplements, and clarifications to the Proposal or proposed Contract Documents; and is executed by Owner and Design-Builder.
37. *Proposer:* An entity that submits a Statement of Qualifications or Proposal to Owner.
38. *Record Documents:* The record copy of all Construction Drawings, Construction Specifications, Addenda, Change Orders, Work Change Directives, and approved Submittals maintained by Design-Builder at the Site, including any annotations to such documents made by Design-Builder during Construction.
39. *Record Drawings and Record Specifications:* Documents depicting the completed, as-built Project, or a specific portion of the completed Project, based on or comprised of the Record Documents delivered to Owner by Design-Builder at the completion of the Construction.
40. *Request for Proposals:* The document prepared by or for Owner specifying and describing Owner's objectives, the procedures to be followed in preparing and submitting a Proposal, and the process for evaluating Proposals and awarding a contract.
41. *Request for Qualifications:* The document prepared by or for Owner requesting that Proposers submit a Statement of Qualifications with respect to their candidacy for selection as Design-Builder.

42. *Schedule of Values*: A schedule, prepared and maintained by Design-Builder, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Design-Builder's Applications for Payment.
43. *Site*: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of Design-Builder.
44. *Statement of Qualifications*: The document submitted by a Proposer in response to the Request for Qualifications, including any completed forms, attachments, and exhibits.
45. *Submittal*: A written or graphic document, prepared by or for Design-Builder, which the Contract Documents require the Design-Builder to submit to the Owner. Submittals may include reports, preliminary drawings and specifications, cost estimates, proposed Construction Drawings and Construction Specifications, progress schedules, cash flow projections, Schedules of Values, shop drawings, product data, samples, delegated designs, certifications, proposed modifications to the Construction Drawings and Construction Specifications, results of tests and evaluations, results of source quality control testing and inspections, results of field or Site quality control testing and evaluations, sustainable design information, information on special procedures, operations and maintenance data, sustainable design closeout information, record documents, records of spare parts and extra stock materials, and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or not, are not Contract Documents. Claims, notices, Change Orders, Applications for Payment, and requests for information/interpretation are not Submittals.
46. *Substantial Completion*: The time at which the Construction (or a specified part thereof) is open for unobstructed vehicular and pedestrian traffic in both directions in the intended configuration. The terms "substantially complete" and "substantially completed" as applied to all or part of the Construction refer to Substantial Completion thereof.
47. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.
48. *Supplier*: A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Design-Builder or with any Construction Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or a Construction Subcontractor, and any lessor of rental equipment used by Design-Builder or a Construction Subcontractor during Construction at the Site.
49. *Technical Data*: Data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding (a) subsurface conditions at the Site, (b) physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), or (c) environmental conditions at the Site, that are set forth in any geotechnical or environmental report prepared for the Project and relied upon by Design-Builder in agreeing to a price (either stipulated, or a Guaranteed Maximum Price) that includes Construction.
50. *Underground Facilities*: All underground lines, pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems, including but not limited to those that produce, transmit, distribute, or convey telephone or other

communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, fire or police signal systems, or traffic or other control systems; and any encasements containing such facilities or systems. An abandoned facility is not an Underground Facility.

51. *Underground Facilities Data:* Information and data shown or indicated in the Contract Documents or otherwise provided to Design-Builder by Owner with respect to existing Underground Facilities at or adjacent to the Site.
52. *Unit Price Work:* Work to be paid for on the basis of unit prices.
53. *Work:* The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished by Design-Builder under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
54. *Work Change Directive:* A written directive to Design-Builder, issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B are not defined terms that require initial capital letters, but when used in the Contract Documents have the indicated meanings.
- B. *Intent of Certain Terms or Adjectives:*
 1. The phrase "working day" shall mean a day during which at least 8 hours of scheduled critical-path construction activity can be completed between the hours of 7:00 am and 5:00 pm. In all other contexts in this Contract, the word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
 2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
 3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.

5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, "provide" is implied.
7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Design-Builder delivers the executed Agreements to Owner, Design-Builder shall also deliver to Owner such Bonds as Design-Builder may be required to furnish in accordance with Paragraph 6.01.A. Such bonds shall bear the file stamp of the district court and be accompanied by their supporting powers of attorney documents.
- B. *Evidence of Insurance:* Before any Work is started, Design-Builder and Owner shall each deliver to the other those certificates of insurance that Design-Builder and Owner respectively are required to purchase and maintain in accordance with Article 6.
- C. *Compliance with requirements:* The Owner will not issue a notice to proceed until Owner has accepted the bonds and insurance delivered by Design-Builder. If Owner reasonably finds the Contractor's bonds or insurance insufficient, Owner may declare the Notice of Award to be void, and then proceed to contract with the next most advantageous Proposer.

2.02 *Copies of Documents*

- A. Owner shall furnish to Design-Builder four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract. Owner shall make such original printed record version of the Contract available to Design-Builder for review.

2.03 *Conceptual Documents*

- A. *Design-Builder's Review of Conceptual Documents:*
 1. Design-Builder acknowledges that the Conceptual Documents furnished by Owner are preliminary and incomplete, and subject to stated limitations and reservations.
 2. Design-Builder shall carefully review, analyze, and verify the contents and suitability of the Conceptual Documents before proceeding with the Work (including but not limited to the Design Professional Services).
 3. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Design-Builder may discover in the Conceptual Documents, whether during such review or at any later point.

- 4. Upon receipt of a report from Design-Builder that there is a conflict, error, ambiguity, or discrepancy in the Conceptual Documents, Owner shall either provide a written interpretation, clarification, or correction to Design-Builder, or authorize Design-Builder to correct or resolve the issue under a Change Order providing an equitable adjustment in Contract Times or Contract Price, or both if necessary.
- 5. Design-Builder shall not proceed with any Work affected by a reported conflict, error, ambiguity, or discrepancy in the Conceptual Documents until the issue is resolved.
- B. [not used].
- C. Subject to the foregoing review and reporting obligations, Design-Builder may use the Conceptual Documents as a partial basis for performing or furnishing Design Professional Services, including the preparation of Design Submittals such as the Construction Drawings and Construction Specifications, but despite any such use of the Conceptual Documents the Design-Builder nonetheless shall be responsible to Owner for the quality and soundness of the Design Professional Services.

2.04 *Before Starting the Work*

- A. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design-Builder shall submit the following to Owner for Owner's timely review:
 - 1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. A preliminary schedule of Submittals (including Design Submittals) which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;
 - 3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and
 - 4. A preliminary cash flow projection, coordinated with the Schedule of Values, estimating that portion of the Contract Price to be due during each month of performance.

2.05 *Authorized Representatives*

- A. The Authorized Representative for each party has been designated in the Agreement. A party may change its Authorized Representative at any time by giving notice to the other party of the name, mailing and delivery addresses, e-mail address, and telephone numbers of the new Authorized Representative.

2.06 *Initial Conference*

- A. Within 20 days after the Contract Times start to run, Design-Builder will arrange a conference attended by Owner and Design-Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records, and other matters.

2.07 *Review of Schedules*

- A. Not less than 10 days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design-Builder will arrange a conference attended by Design-Builder, Owner, and others as appropriate to review and discuss the schedules submitted in accordance with Paragraph 2.04.A. Design-Builder shall have an additional 10 days after the conference to make corrections and adjustments and to complete and resubmit the schedules for Owner's acceptance. No progress payment shall be made to Design-Builder until Design-Builder submits schedules that comply with the following requirements:
 - 1. Design-Builder's progress schedule shall provide the critical path progression of the Work to completion, incorporating any specified Milestones and the Contract Times.
 - 2. Design-Builder's schedule of Submittals shall provide a workable arrangement for submitting, reviewing, and processing Submittals in accordance with Article 8.
 - 3. Design-Builder's Schedule of Values shall provide a reasonable allocation of the Contract Price to component parts of the Work.

2.08 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner and Design-Builder may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner and Design-Builder shall jointly develop such protocols.
- C. Unless expressly stated otherwise elsewhere in this Contract, Design-Builder shall not be obligated to furnish documents (including but not limited to Construction Drawings, Construction Specifications, or Record Drawings and Record Specifications) to Owner in any executable, native-file format.
- D. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Contract Documents*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents to require the design and construction of a functionally complete project (or part thereof).
- C. Design-Builder shall prepare or furnish Construction Drawings and Construction Specifications that are in accord with the Contract Documents and that describe a functionally complete Project (or part thereof) to be constructed in accordance with such Construction Drawings and Construction Specifications, as duly modified.

- D. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- E. Design-Builder will furnish or perform all labor, documentation, services (including professional services), materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result, whether or not specifically called for at no additional cost to Owner.

3.02 *Reference Standards*

- A. *Standards, Specifications, Codes, Laws or Regulations:*
 - 1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design-Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, elected officials, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Resolving Discrepancies*

- A. If there is a discrepancy between (1) the Conceptual Documents and (2) the Proposal, the Proposal will control.
- B. If there is a discrepancy between (1) the Conceptual Documents and (2) the Proposal Amendment, the Proposal Amendment will control.
- C. If there is a discrepancy between (1) the Contract Documents and (2) the Construction Drawings and Construction Specifications, the Contract Documents will control unless Design-Builder gave notice of the discrepancy in a Submittal, and Owner approved the Submittal, pursuant to the provisions of Article 8.

3.04 *Ownership and Reuse of Documents*

- A. All documents prepared for or furnished to Owner by Design-Builder pursuant to this Contract (including but not limited to Design Submittals) are instruments of service. With respect to such documents:
 - 1. Design-Builder shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in the documents. However, Design-Builder shall not assert its moral rights to any aspect of the Work, so that Owner will have no restrictions limiting its ability to construct additions or modifications to the Construction, including partial or complete demolition as the Owner may require. If Owner takes any such action, at Design-Builder's request, Owner will take reasonable steps to cease attribution of the Construction to the Design-Builder.

2. During the course of the Project, Design-Builder will provide copies of Design Submittals to Owner for purposes of review and comment. Owner may retain copies of such documents for its records.
3. Owner may use its copy of the as-built Record Drawings and Record Specifications for Owner's purposes in operating and maintaining the constructed facilities and for modifying the Construction, subject to the indemnification described in Paragraph 3.04.A.5.
4. Upon Owner's termination of this Contract for cause pursuant to Paragraph 15.02, Owner shall receive a limited, non-exclusive license to use any completed Design Submittals in continuing the Project, subject to the limitations in this Paragraph 3.04.
5. The documents prepared or furnished by Design-Builder under this Contract, regardless of ownership, transfer, license, completion status, or termination of the Contract, are for Design-Builder's use, and are not intended or represented to be suitable for use on the Project by Owner or any party other than Design-Builder, or for reuse by Owner or others on extensions of the Project or on any other project, except that any use or reuse by Owner or others on Owner's behalf will be at Owner's sole risk, and without liability or legal exposure to Design-Builder, the Project Design Professionals, or their subconsultants, and Owner shall defend, indemnify and hold harmless Design-Builder, the Project Design Professionals, and their subconsultants from all claims, damages, losses and expenses, but not including attorneys' fees, arising out of or resulting from any such use or reuse.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times

- A. The Contract Times will commence to run on the Effective Date of the Contract.

4.02 Starting the Work

- A. Subject to the prior delivery of acceptable bonds and insurance as required in Paragraph 2.01.C, the Design-Builder shall start to perform the Work as of the Effective Date of the Contract. No Construction shall be done at the Site prior to the Effective Date of the Contract.

4.03 Progress Schedule

- A. Owner may rely on the progress schedule established in accordance with Paragraph 2.04, as duly adjusted, in planning and conducting ongoing operations and other work at the Site.
- B. Design-Builder shall adhere to the progress schedule established in accordance with Paragraph 2.04 as it may be adjusted from time to time, as provided below:
 1. Design-Builder shall submit to Owner proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Owner shall accept such adjustments provided that Owner, in planning and conducting ongoing operations and other work at the Site, has not reasonably relied on the schedule element that is proposed to be adjusted. If Owner has so relied, then Owner and Design-Builder shall promptly meet and seek a resolution that addresses the objectives of both parties, or adjust the Contract Price.

- 2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Times (including Milestones) in accordance with the requirements of Paragraph 11.06. Such adjustments may only be made by a Change Order.
- C. *Continuing the Work:* Design-Builder shall continue the Work during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design-Builder and Owner may otherwise agree in writing.

4.04 Delays in Design-Builder's Progress

- A. If Owner or anyone for whom Owner is responsible delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.
- B. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference within the control of Design-Builder. Delay, disruption, and interference attributable to and within the control of a Project Design Professional, Construction Subcontractor, or Supplier shall be deemed to be delays within the control of Design-Builder.
- C. If Design-Builder's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Design-Builder, and those for which they are responsible, then Design-Builder shall be entitled to an equitable adjustment in Contract Times. Design-Builder's entitlement to such an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - Abnormal weather conditions related to rain, heat, cold, wind or snow at the Site which are shown to be more severe than the most recent ten (10) year historical mean plus two standard deviations, determined by using National Oceanic Atmospheric Administration weather data from the nearest reporting station to the Site;
 - 2. Acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 9); and
 - 3. Acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 9.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

F. [not used]

G. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Design-Builder.

Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

H. [not used]

I. If Design-Builder seeks an adjustment in Contract Price or Contract Times under this paragraph, Design-Builder shall submit a request for a Change Order to Owner within 30 days of the commencement of the delaying, disrupting, or interfering event.

Each Design-Builder request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Design-Builder shall also furnish such additional supporting documentation as Owner may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

J. [not used]

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Design-Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Design-Builder will have to comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Design-Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a

mechanic's or construction lien against such lands in accordance with applicable Laws or Regulations.

- C. Design-Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

- 1. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of Work or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Design-Builder shall promptly settle with such other party by negotiation, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law.
 - 3. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner's consultants, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, damages , and court and arbitration or other dispute resolution costs but not fees of engineers, architects, attorneys and other professionals, arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design-Builder's performance of the Construction.
- B. Removal of Debris: During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
 - C. Cleaning: Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. Loading Structures: Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

5.03 Reference Points

- A. Design-Builder shall be responsible for laying out the Work and shall protect and preserve reference points and property monuments established by Owner, and shall make no changes or relocations of such reference points or monuments without the prior written approval of Owner. Design-Builder shall report to Owner whenever any reference point or property monument is lost or destroyed, or requires relocation because of necessary changes in grades

or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

5.04 *Differing Site Conditions*

- A. Design-Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site (whether discovered during investigation of the Site or during Construction) which differ materially from those indicated in the Contract Documents, or in any Technical Data, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.
- B. Owner will investigate the Site conditions promptly after receiving the notice. Design-Builder shall supplement the notice by promptly submitting to Owner any additional information regarding schedule and cost impacts, and a specific request for a Change Order. Owner shall then make a determination regarding the site condition and the impact, if any, on Contract Price and Contract Times. If the conditions do materially so differ and cause an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11.
- C. No request by Design-Builder for an equitable adjustment under this Paragraph 5.04 shall be allowed unless Design-Builder has given the written notice required.
- D. The provisions of this Paragraph 5.04 are not intended to apply to a Hazardous Environmental Condition or Underground Facility uncovered or revealed at the Site.

5.05 *Underground Facilities*

- A. *Procedure for Identifying Underground Facilities:* Promptly after the Effective Date of the Contract, Design-Builder shall review the Underground Facilities Data furnished by Owner and use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site. Design-Builder shall establish and use the Underground Facilities Procedure to aid in the provision of Design Professional Services and the performance of Construction, and to reduce and manage risks associated with Underground Facilities. Such Underground Facilities Procedure shall take into account the Site and the nature of the Project.
 - 1. The Underground Facilities Procedure shall include a plan to keep Underground Facilities information current as Design-Builder proceeds with the provision of Design Professional Services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 2. To manage the potential impact of design changes on Underground Facilities, Design-Builder shall modify or reapply the Underground Facilities Procedure as the design progresses and changes.
- B. *Design-Builder's Responsibilities:* Unless otherwise expressly provided in the Contract, Design-Builder shall have full responsibility for the following; and, subject to the provisions of

Paragraphs 5.05.C, D, and E, the cost of all of the following will be included in the Contract Price:

1. Establishing and executing the Underground Facilities Procedure referred to in Paragraph 5.05.A, including updating, modification, and reapplication duties;
 2. Coordinating the Work with the owners (including Owner) of such Underground Facilities, during the provision of Design Professional Services and Construction;
 3. Verifying the actual location of specific Underground Facilities through exposure, as needed for the Design Professional Services;
 4. Complying with applicable state and local utility damage prevention Laws and Regulations during Construction; and
 5. The safety and protection of all existing Underground Facilities at the Site, and repairing any damage to such Underground Facilities resulting from the Construction, subject to the provisions of Paragraph 5.05.D.
- C. *Results of Design-Builder's Execution of Underground Facilities Procedure:* If, during the execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, the Design-Builder identifies an Underground Facility that was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, causing an increase or decrease in the Design-Builder's cost of, or the time required for, providing Design Professional Services or performing the Construction, then Design-Builder shall submit to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the identification of the Underground Facility in question.
- D. *Underground Facility Found During Construction:* If Design-Builder believes that an Underground Facility that is uncovered, exposed, or revealed at the Site during Construction was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and also that such Underground Facility was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, then Design-Builder shall promptly give written notice to Owner, and supplement the notice by submitting to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the uncovering or revealing of the Underground Facility in question.
1. *Owner's Review:* Owner will investigate the Underground Facility found during Construction promptly after receiving the notice. If Owner concurs with Design-Builder that the Underground Facility that is uncovered, exposed, or revealed at the Site was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and further was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, causing an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the actual location, then an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11. If Owner does not concur with

Design-Builder, then Owner shall so indicate in writing, with a specific explanation of the reason for non-concurrence.

- 2. No request by Design-Builder for an equitable adjustment under Paragraph 5.05.D shall be allowed unless Design-Builder has given the written notice required.
- E. *Inadequate Establishment or Execution of Underground Facilities Procedure:* If Design-Builder does not establish an Underground Facilities Procedure that is (1) adequate for the Site and the nature of the Project and (2) consistent with the guidelines set forth in ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," or Design-Builder does not adequately execute a duly established Underground Facilities Procedure, then Design-Builder shall bear all costs associated with the presence of an Underground Facility that was not identified or located with reasonable accuracy, including but not limited to delay, redesign, relocation, and increased Construction costs, if such Underground Facility would have been identified and located with reasonable accuracy by an adequate and properly executed Underground Facilities Procedure that was consistent with ASCE 38.

5.06 Hazardous Environmental Conditions at Site

- A. *Reliance by Design-Builder on Technical Data Authorized:* Design-Builder may rely on the accuracy of the Technical Data with respect to environmental conditions at the Site.
- B. Design-Builder shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- C. Design-Builder shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Design-Builder, Project Design Professionals, Construction Subcontractors, Suppliers, or anyone else for whom Design-Builder is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- D. If Design-Builder encounters, uncovers, or reveals a Hazardous Environmental Condition (whether during Site investigation or during Construction) whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Design-Builder or anyone for whom Design-Builder is responsible creates a Hazardous Environmental Condition, then Design-Builder shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.16); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take corrective action, if any, and take such actions as are necessary to permit Owner to timely obtain required permits and provide Design-Builder the written notice required by Paragraph 5.06.E. If Design-Builder or anyone for whom Design-Builder is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- E. Design-Builder shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related

- thereto, and delivered written notice to Design-Builder either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- F. If after receipt of such written notice Design-Builder does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then the portion of the Work that is in the area affected by such condition shall be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 9.
 - G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, damages and all court or arbitration or other dispute resolution costs arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Contract Documents or the Technical Data, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - H. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner and its officers, elected officials, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, damages, and all court or arbitration or other dispute resolution costs arising out of or relating to the Design-Builder's failure to control, contain, or remove a Constituent of Concern brought to the Site by Design-Builder or by anyone for whom Design-Builder is responsible, or to a Hazardous Environmental Condition created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.H shall obligate Design-Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Design-Builder shall furnish a performance bond, a payment bond, and a statutory (K.S.A. § 60-1111) payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Design-Builder's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due, or until completion of the correction period specified in Paragraph 14.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other specific provisions of the Contract. Design-Builder shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations. If the Project has federal funds participation, the bonds shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular

- 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Design-Builder shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
 - D. If the surety on a bond furnished by Design-Builder is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Design-Builder shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
 - E. If Design-Builder has failed to obtain a required bond, Owner may exclude the Design-Builder from the Site and exercise Owner's termination rights under Article 15.
 - F. Upon request to either Owner or Design-Builder from any Construction Subcontractor, Project Design Professional, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, the recipient of the request shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Design-Builder shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Design-Builder shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. All insurance required by the Contract to be purchased and maintained by Design-Builder shall be primary and without contribution by insurance maintained by Owner.
- D. Alternative forms of insurance coverage, including but not limited to self-insurance, large deductible policies and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly permitted in the Supplementary Conditions.
- E. Design-Builder shall require (a) its Construction Subcontractors and Engineer (and any other Project Design Professional that is an independent individual or entity) to purchase and maintain commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability (as applicable), and umbrella or excess liability insurance, and (b) its Construction Subcontractors to purchase and maintain contractor's pollution liability insurance. All such required insurance shall meet the same requirements for the applicable category of insurance established in this Contract for Design-Builder, unless otherwise indicated in the Supplementary Conditions.

- F. Design-Builder shall deliver to Owner, with copies to each additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Design-Builder has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Design-Builder shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if permitted) and deductibles, and evidence of insurance required to be purchased and maintained by Design-Builder's Construction Subcontractors, Engineer, and any other Project Design Professional that is an independent individual or entity. Design-Builder may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- G. Owner shall deliver to Design-Builder, with copies to each additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Design-Builder or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- H. Failure of Owner or Design-Builder to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Design-Builder to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- I. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Design-Builder has failed to obtain and maintain required insurance, Owner may exclude the Design-Builder from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design-Builder or Design-Builder's interests.
- M. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Design-Builder's Insurance*

- A. *Workers' Compensation and Employer's Liability:* Design-Builder shall purchase and maintain workers' compensation and employer's liability insurance for:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Design-Builder shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Design-Builder, on an occurrence basis, against:
1. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees.
 2. Claims for damages insured by reasonably available personal injury liability coverage.
 3. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Design-Builder's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Design-Builder shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Design-Builder's contractual indemnity obligations in Paragraph 7.19.
 3. Broad form property damage coverage.
 4. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Design-Builder demonstrates to Owner that the specified ISO endorsements are not commercially available, then Design-Builder may satisfy this requirement by providing equivalent endorsements.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- D. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:
1. Any modification of the standard definition of “insured contract.”
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs.
 4. Any exclusion of coverage relating to earth movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability.
 6. Any limitation or exclusion based on the nature of Design-Builder’s work.
 7. Any professional liability exclusion broader in effect than ISO form CG 22 79 07 98.
- E. *Automobile liability:* Design-Builder shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- F. *Umbrella or excess liability:* Design-Builder shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall be procured on a “follow the form” basis as to each and every one of the underlying policies. Design-Builder may meet the combined limits of insurance (underlying policy plus applicable umbrella or excess) specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy that follows the form of the underlying policy, as specified herein.
- G. *Contractor’s pollution liability insurance:* Design-Builder shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Design-Builder’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- H. *Additional insureds:* The Design-Builder’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include, to the fullest extent allowed by K.S.A. § 16-121(c), and list as additional insureds Owner and any individuals or entities identified as required additional insureds in the Supplementary Conditions; include coverage for the respective officers, elected officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Design-Builder shall obtain all necessary endorsements to support these requirements.
- I. *Professional liability insurance:*
1. Design-Builder shall be responsible for purchasing and maintaining professional liability insurance. This insurance shall provide protection against claims arising out of

performance of professional design or related services, and caused by a negligent error, omission, or act for which Design-Builder is legally liable.

2. If in the performance of this Contract any Design Professional Services, or other professional engineering or similar services, are to be performed by an independent design professional, under direct contract to Design-Builder or at any lower contractual tier, then Design-Builder shall be responsible for assuring that such independent design professional purchases and maintains professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the independent design professional is legally liable.
 3. If a Construction Subcontractor at any tier will provide or furnish design, engineering, or other similar professional services under this Contract, as the result of a delegation of professional design responsibilities or otherwise, then Design-Builder shall assure that such Construction Subcontractor purchases and maintains applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable.
 4. Any professional liability insurance required under this Contract shall be maintained throughout the duration of the Contract and for a minimum of three years after Substantial Completion. For each claims-made professional liability policy furnished and maintained to satisfy the requirements of this Paragraph 6.03.I, the retroactive date on the policy shall pre-date the commencement of furnishing services on the Project.
- J. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. Include at least the specific coverages provided in this Article.
 2. Be written for not less than the limits of coverage provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days' prior written notice has been given to Design-Builder. Within 3 days of receipt of any such written notice, Design-Builder shall provide a copy of the notice to Owner and each other insured under the policy.
 4. Remain in effect at least until final payment and Design-Builder's departure from the Site (and longer if expressly required elsewhere in this Contract), and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. Provide applicable protection from claims that may arise out of or result from the performance of the Work, whether such performance is by Design-Builder, a Project Design Professional, any Construction Subcontractor or Supplier, or anyone directly or indirectly retained by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

6.04 Owner's Liability Insurance

- A. In addition to the liability insurance required to be provided by Design-Builder, the Owner, at Owner's option and expense, may purchase and maintain Owner's own liability insurance to protect Owner against claims which may arise with respect to the Project.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Design-Builder, and Design-Builder cannot rely upon Owner's liability policies for any of Design-Builder's obligations to the Owner or third parties.

6.05 Property Insurance

- A. *Builder's Risk:* Builder's risk insurance coverage is not required for this Project.
- B. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Design-Builder, a Construction Subcontractor, or an employee of Design-Builder or a Construction Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
- C. *Loss of Use and Delay in Start-up:* Unless otherwise expressly stated elsewhere in this Contract, the Owner is responsible, at its option, for purchase and maintenance of insurance to protect Owner against the loss of use or delays in start-up caused by property damage.

6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against any Project Design Professional or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Design-Builder waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Construction to the extent that such losses are paid; and, in addition, waive all such rights against the Project Design Professionals, their consultants, all Construction Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused to the extent that such losses are paid. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Design-Builder as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Design-Builder, the Project Design Professionals, and the Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Construction caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

- 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 14.04, after Substantial Completion pursuant to Paragraph 14.03, or after final payment pursuant to Paragraph 14.06.
- C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that the insured is allowed to waive the insurer's rights of subrogation against Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, in a written contract executed prior to the loss, damage, or consequential loss.
- D. Design-Builder shall be responsible for assuring that each Construction Subcontract contains provisions whereby the Construction Subcontractor waives all rights against Owner, Design-Builder, all individuals or entities identified in the Supplementary Conditions as insureds, the Project Design Professionals, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Project and shall fully indemnify all parties named in this subparagraph for any losses sustained arising out of or resulting from its failure to do so.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall maintain such funds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Construction shall be repaired or replaced, the money so received applied on account thereof, and the Construction and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – DESIGN-BUILDER'S RESPONSIBILITIES

7.01 *Design Professional Services*

- A. Design-Builder shall provide the Design Professional Services needed to successfully perform and complete the Work required under this Contract.

B. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7.02 *Construction*

- A. Design-Builder shall perform and furnish the Construction pursuant to the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified.
- B. Design-Builder shall keep Owner advised as to the progress of the Construction.

7.03 *Supervision and Superintendence of Construction*

- A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction.
- B. At all times during the progress of Construction, the Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

7.04 *Labor; Working Hours*

- A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, and in the absence of any Laws or Regulations to the contrary, Design-Builder may perform the Construction on legal holidays, during any or all hours of the day, and on any or all days of the week, at Design-Builder's sole discretion.

7.05 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified by Owner or in the Construction Drawings or Construction Specifications, and unless specified otherwise shall be new and of good quality. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

7.06 *"Or Equals" and Substitutions*

- A. If an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, then during the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may request that Owner authorize the use of other items of material or equipment, or items from other proposed suppliers, by including the proposed items in the proposed Construction Drawings or Construction Specifications, with required notice to Owner that the Submittal contains a variation from the Contract Documents. Owner in its sole discretion may approve the use of the item if Owner determines that the item is functionally equal to that named and sufficiently similar so that no change in related Work will be required, taking into consideration whether the item:
 - 1. Is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2. Will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3. Has a proven record of performance and availability of responsive service; and
 - 4. Is not objectionable.
- B. *Effect of Owner's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- C. *Substitutes:* During the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may propose a substitute to an item of material or equipment that is required to be furnished by the Contract Documents. Any such proposal shall be made in a transmittal to Owner that is separate from and independent of any Design Submittals. The proposal shall describe the advantages, disadvantages, and changes in Contract Price or Contract Time associated with the proposed substitute. Approval of the proposed substitute shall be at Owner's sole discretion. If approved, the substitute item shall be incorporated in the Construction Drawings and Construction Specifications.
- D. *Design Professional Review:* Before Design-Builder transmits its proposal to Owner, the Project Design Professional that designed the portion of the Work affected by the proposed "or equal" or substitute shall review and approve the proposal.
- E. *Construction Drawings and Construction Specifications:* "Or equal" or substitute proposals with respect to items of material or equipment that are required in the Construction Drawings and Construction Specifications shall be considered proposed modifications of the Construction Drawings and Construction Specifications, and shall be governed by the provisions of Paragraph 8.02.H.

7.07 *Concerning Project Design Professionals, Construction Subcontractors, Suppliers, and Others*

- A. Design-Builder may retain Project Design Professionals, Construction Subcontractors, and Suppliers for the performance of parts of the Work. Such Project Design Professionals, Construction Subcontractors, and Suppliers must be acceptable to Owner.

- B. Design-Builder shall retain specific Project Design Professionals, Construction Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required to do so by the Contract Documents (including but not limited to the Proposal Amendment) as of the Effective Date.
- C. Prior to entry into any binding Design Agreement, Construction Subcontract, or purchase order, Design-Builder shall submit to Owner the identity of the proposed Project Design Professional, Construction Subcontractor, or Supplier (unless Owner has already deemed such proposed contractual party acceptable, during the bidding process or otherwise). Such proposed contractual party shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- D. Owner may require the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work solely on the basis of substantive, reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Project Design Professional, Construction Subcontractor, Supplier, or other entity.
- E. If Owner requires the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work, then Design-Builder shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.
- F. No acceptance by Owner of Engineer or of any Project Design Professional, Construction Subcontractor, Supplier, or other entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- G. Design-Builder shall be fully responsible to Owner for all acts and omissions of the Project Design Professionals, Construction Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work, just as Design-Builder is responsible for Design-Builder's own acts and omissions.
- H. Design-Builder shall be solely responsible for scheduling and coordinating the services and work of the Project Design Professionals, Construction Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- I. Design-Builder shall restrict all Project Design Professionals except TranSystems, Construction Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating directly with Owner, except in case of an emergency or a matter involving public health, safety, or welfare, or as otherwise expressly allowed herein.
- J. Owner may furnish to any Project Design Professional, Construction Subcontractor, or Supplier, to the extent practicable, information about amounts paid to Design-Builder on account of Work performed for Design-Builder by the requesting party.
- K. Nothing in the Contract Documents:
 - 1. Shall create for the benefit of any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity any contractual relationship between Owner and such third-party individual or entity; nor
 - 2. Shall create any obligation on the part of Owner to pay or to see to the payment of any money due any Project Design Professional, Construction Subcontractor, Supplier, or

other third-party individual or entity except as may otherwise be required by Laws and Regulations.

7.08 Patent Fees and Royalties

- A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents or other Contract Documents for use in the performance of the Construction, and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then Owner has disclosed the existence of such rights to Design-Builder in the Conceptual Documents or other Contract Documents.
- B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, elected officials, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, damages and all court or arbitration or other dispute resolution costs (but not any fees and charges of engineers, architects, attorneys and other professionals, arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device, except those required by the Contract Documents.
- C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design-Builder and its officers, directors, members, partners, employees or agents, Project Design Professionals, Construction Subcontractors, and Suppliers from and against all claims, costs, losses, damages and all court or arbitration or other dispute resolution costs but not any fees and charges of engineers, architects, attorneys and other professionals, arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Contract Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

7.09 Permits and Utility Charges

- A. The Contract Documents allocate responsibility for obtaining and paying for specified permits, licenses, certificates of occupancy, and approvals of governmental authorities having jurisdiction over the Work. Each party shall assist the other, when necessary, in obtaining such permits, licenses, certificates, and approvals.
- B. Design-Builder shall pay all charges of utility owners for temporary service to the Work. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work, and for capital costs related thereto.

7.10 Taxes

Design-Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work. Owner will provide Contractor with the applicable sales tax exemption certificate.

7.11 *Laws and Regulations*

- A. Design-Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.
- B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations that occur after the date on which the Design-Builder committed to the Contract Price (whether by negotiation or making an offer or proposal) and affect the cost or time of performance shall be the subject of an equitable change in Contract Price or Contract Times.

7.12 *Record Documents*

- A. Design-Builder shall maintain the Record Documents in good order, in a safe place at the Site. Design-Builder shall annotate the Record Documents to show all changes and clarifications made (whether in the field or otherwise) during performance of Construction. The Record Documents, as annotated, will be available to Owner for reference. Upon completion of the Construction, Design-Builder shall deliver the Record Documents, as annotated, to Owner.
- B. After receipt and review of the Record Documents from Design-Builder upon completion of Construction, the Owner may comment on any possible inaccuracies. After Owner and Design-Builder collaboratively address any such comments, the Record Documents shall be deemed to be Record Drawings and Record Specifications.
- C. The Record Drawings and Record Specifications are Contract Documents, and are binding upon Design-Builder with respect to its obligations to comply with the Contract Documents, including but not limited to correction period responsibilities and warranty obligations.

7.13 *Safety and Protection*

- A. Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Construction Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of Construction.
- B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- C. Design-Builder shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.13.A.2 or 7.13.A.3 caused, directly or indirectly, in whole or in part, by Design-Builder, any Construction Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design-Builder.
- F. Design-Builder's duties and responsibilities for safety and for protection of the Construction shall continue until such time as all the Work is completed, Owner has issued a notice to Design-Builder in accordance with Paragraph 14.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion), and Design-Builder has left the Site.
- G. Design-Builder's duties and responsibilities for safety and protection shall resume whenever Design-Builder or any Construction Subcontractor, Supplier, or other representative returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Safety Representative*

- A. Design-Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.15 *Hazard Communication Programs*

- A. Design-Builder shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design-Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.17 *Post-Construction Phase*

- A. Design-Builder shall:
1. Provide assistance in connection with the start-up and testing of any equipment or system.
 2. Assist Owner in training staff to operate and maintain the Work.

7.18 *Design-Builder's General Warranty and Guarantee*

- A. Design-Builder warrants and guarantees to Owner that Design-Builder will perform and complete the Construction as required by the Contract Documents, and that all Construction will be in accordance with the Contract Documents, the Construction Drawings, and the Construction Specifications (as duly modified in accordance with the Contract), and will not be defective.
- B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:
1. Abuse, modification or improper maintenance or operation by persons other than Design-Builder, Construction Subcontractors, or Suppliers or any other individual for whom Design-Builder is responsible; or
 2. Normal wear and tear under normal usage.
- C. Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance by Owner of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents, unless expressly stated otherwise in writing:
1. Observations by Owner;
 2. The making of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Submittal;
 6. Any inspection, test, or approval by others; or
 7. Any correction of defective Construction by Owner.

7.19 *Indemnification*

- A. To the fullest extent permitted by Kansas Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner's Consultant, and their officers, elected officials, directors, members, partners, employees, agents, consultants, and subcontractors, from losses, damages, judgments and all court or arbitration or other dispute resolution costs but not any fees and charges of engineers, architects, attorneys, and other professionals arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Design-Builder, a Project Design

Professional, any Construction Subcontractor, any Supplier, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

- B. In any and all claims or actions against Owner, Owner's Consultant, or any of their officers, elected officials, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, any individual or entity directly or indirectly employed or retained by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.19.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder, a Project Design Professional, or any Construction Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Design-Builder under Paragraph 7.19.A shall not extend to the liability of Owner's Consultant, other consultants or design professionals of Owner, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 8 – SUBMITTALS

8.01 *Design-Builder's Preparation of Submittals*

- A. Design Submittals shall be prepared by Project Design Professionals, on behalf of Design-Builder.
- B. The appropriate Project Design Professional shall review and approve each Submittal (including but not limited to all Design Submittals), other than those Submittals not involving technical or engineering matters, before Design-Builder's transmittal of such Submittal to Owner. Such review and approval shall account for the following, as appropriate:
 - 1. That any items covered by such Submittal will, after installation or incorporation in the Construction, comply with the information and requirements in the Contract Documents and the Construction Drawings and Construction Specifications, as duly modified, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified.
 - 2. That if the Submittal includes any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, or any proposed variation from the requirements of such documents, such proposed modification or variation is acceptable based on the standards of the engineering profession (or other applicable design profession), and if implemented will be supported by signing or sealing by a licensed design professional, as necessary.
- C. Before Design-Builder's transmittal of a Submittal to Owner, the Design-Builder shall, as applicable:
 - 1. Review and coordinate the Submittal with other Submittals and with the requirements of the Work, the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified;

- 2. Determine and verify all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal, and confirm that the Submittal is complete with respect to all related data included in the Submittal;
- 3. Determine and verify the suitability of proposed materials and equipment with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation; and
- 4. Determine and verify all information relative to Design-Builder's responsibilities for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- D. Design-Builder shall give Owner specific written notice of any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, and any variations that a Submittal may have from the requirements of the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified. This notice shall be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Submittal in drawing form, by a specific notation made on the drawing itself.
- E. Each Submittal shall bear a stamp or specific written certification by Design-Builder that it has satisfied its obligations under the Contract Documents with respect to preparation of the Submittal, and that Design-Builder approves the Submittal.
- F. All Submittals must be acceptable based on compliance with form and content requirements of the Contract Documents. Design-Builder shall submit Design Submittals for Owner's review and approval. Other Submittals shall not require express approval, except as indicated in the Supplementary Conditions or elsewhere in the Contract Documents.

8.02 Owner's Review of Submittals

- A. Owner will review all Submittals, and may comment on any Submittal. Any response to a Submittal by Owner shall be in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.07, and the provisions of the Contract Documents.
- B. For those Submittals requiring Owner's review and approval, Owner's response will be in writing and will indicate either that Owner approves the Submittal or rejects the Submittal. Owner may also include comments regarding the approved or rejected Submittal. For those Submittals that do not require approval, the Submittal shall be deemed acceptable to Owner unless Owner responds with a timely objection or adverse comment.
- C. Unless a specific provision of the Contract Documents expressly provides otherwise, Owner's review of a Submittal will be to determine if the Submittal complies with and is consistent with the Contract Documents. If Owner concludes that a Submittal requiring approval complies with and is consistent with the Contract Documents, the Owner shall approve such Submittal.
- D. Owner's approval, rejection, or acceptance of a Submittal will not extend to the means, methods, techniques, sequences, or procedures of Construction, or to safety precautions or programs incident thereto.
- E. Owner's review, comments, approval, rejection, or acceptance of Submittals shall not relieve Design-Builder from responsibility for (1) performance of the Work in accordance with the Contract Documents, (2) the scheduling and progress of the Work, (3) the means, methods,

sequences, techniques, and procedures of Construction, and safety precautions and programs incident thereto, or (4) any variation from the requirements of the Contract Documents, unless Design-Builder has in a separate written communication at the time of submission called Owner's attention to each such variation, and Owner has given written approval of each such variation; nor shall Owner's review, comments, approval, rejection, or acceptance of a Submittal impose any such responsibility on Owner.

- F. Construction tasks and expenditures by Design-Builder prior to Owner's review and approval or acceptance of any Submittal will be at the sole risk of Design-Builder.
- G. In reviewing, approving, rejecting, accepting, or commenting on any Design Submittal, Owner does not assume responsibility for the design, for any deficiencies in the Design Submittal or in the Design Professional Services by which they were prepared, or for constructability, cost, or schedule problems that may arise in connection with the Design Submittal.
- H. The parties acknowledge that Design-Builder's design responsibilities continue after commencement of Construction. During the course of Construction, the Design-Builder may propose modifications to the Construction Drawings and Construction Specifications. Owner shall approve such proposed modifications if (1) they comply with and are consistent with the Contract Documents, (2) Design-Builder has demonstrated that the modification is minor in character, or will not be detrimental to the quality and function of the Work, (3) the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters, and (4) Owner has not relied on the previously-approved Construction Drawings and Construction Specifications, such that the proposed modification would be detrimental to the Owner's interests. At its option, Owner may also approve more substantial or divergent proposed modifications, provided that the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters.

ARTICLE 9 – OTHER CONSTRUCTION

9.01 Other Work

- A. In addition to and apart from the Work to be performed and furnished by Design-Builder under the Contract Documents, the Owner may perform other construction work at or adjacent to the Site during the course of the Project. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Design-Builder written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work at or adjacent to the Site, Owner shall provide such information to Design-Builder.
- C. Design-Builder shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and to Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Design-Builder shall do all cutting, fitting, and patching of the Construction that may be required to properly connect or otherwise make its several parts come together and properly

integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected.

- D. If the proper execution or results of any part of the Construction depends upon work performed by others under this Article 9, Design-Builder shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Construction. Design-Builder's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Construction, except for latent defects and deficiencies in such other work.

9.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Design-Builder prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. If the Supplementary Conditions do not identify the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors, Owner shall have sole authority and responsibility for such coordination.

9.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Construction or to the property of Design-Builder or the Construction Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Construction, through actions or inaction, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Design-Builder in the Contract Documents, and any provisions in Laws or Regulations concerning utility action or inaction, or related remedies. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Design-Builder assigning to Owner all Design-Builder's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.

- B. Design-Builder shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Design-Builder fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Design-Builder, and assign to such other contractor or utility owner the Owner's contractual rights against Design-Builder with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Design-Builder shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Design-Builder's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Design-Builder.
- D. If Design-Builder damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Design-Builder's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Design-Builder's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Design-Builder or Owner, then Design-Builder shall promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

ARTICLE 10 – OWNER'S RESPONSIBILITIES

10.01 General

- A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:
 - 1. If requested in writing by Design-Builder, furnish reasonable evidence satisfactory to Design-Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design-Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days' notice to the Owner;
 - 2. Make payments to Design-Builder promptly when they are due, as provided in Paragraph 14.01 and 14.06;
 - 3. Furnish the Site as set forth in Paragraph 5.01; arrange for safe access to and make all provisions for Design-Builder to enter upon public and private property as may reasonably be required for Design-Builder to perform Work under the Contract.
 - 4. Furnish to Design-Builder, as required for performance of the Work, the following, if existing at the Effective Date of the Contract, all of which Design-Builder may use and rely upon in performing services under this Agreement:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, and other special engineering surveys or data;

- c. Property descriptions;
 - d. Zoning, deed, and other land use restrictions;
 - e. Utility and topographic mapping and surveys;
 - f. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; any information or data known to Owner concerning underground facilities at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data;
 - g. Any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site;
 - h. Engineering surveys to establish reference points which in Owner's judgment are necessary to enable Design-Builder to proceed with the Work;
 - i. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project; and
 - j. Permits, licenses, and approvals of government authorities that the Contract Documents expressly require Owner to obtain.
5. Provide information known to Owner relating to the presence of materials and substances at the Site that could create a Hazardous Environmental Condition.
- B. If an obligation ascribed to Owner in Paragraph 10.01.A is expressly assigned to Design-Builder, in the description of the Work or elsewhere in the Contract Documents, then such express assignment to Design-Builder shall supersede the provision in Paragraph 10.01.A.
- C. Recognizing and acknowledging that Design-Builder's services and expertise do not include the following services, Owner shall furnish or obtain, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, or Design-Builder reasonably requests.
 - c. Such auditing services as Owner requires to review cost submittals or ascertain how or for what purpose Design-Builder has used the money paid.
- D. Examine all studies, reports, alternate solutions, sketches, drawings, specifications, proposals, Submittals (including Design Submittals), and other documents presented by Design-Builder (including obtaining advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate with respect to such examination), and if a decision is required with respect to any such document, render such decision in writing pursuant to any specific schedule, or if no specific schedule pertains, within a reasonable time after receipt of the document.

10.02 *Insurance*

- A. Owner's responsibilities with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

10.03 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

10.04 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility with respect to undisclosed Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in Paragraph 5.06.

10.05 *Owner's Site Representative*

- A. Owner may furnish an Owner's Site Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Owner's Site Representative and assistants will be as provided in the Supplementary Conditions.

10.06 *Owner's Consultants and Managers*

- A. Owner's Consultant, if any, is identified in the Agreement.
- B. Owner shall advise Design-Builder of the identity and scope of services of any other independent consultants or managers retained by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, constructability review, program management, project management, or contract administration.
- C. Neither Owner's Consultant, Owner's Site Representative, nor any other consultant or manager retained by Owner, has any duties, responsibilities, or authorities with respect to Design-Builder, unless expressly provided in this Contract. Owner's Consultant and such other consultants and managers shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work; and will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

10.07 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to Paragraph 7.13.D.
- B. Owner shall inform Design-Builder of any specific requirements of safety or security programs that are applicable to Design-Builder while at the Site.

10.08 Permits and Approvals

- A. Owner shall obtain reviews, approvals, certificates, and permits from governmental authorities having jurisdiction over the Project as indicated in the Contract Documents.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order or a Work Change Directive.
 - 1. *Change Orders:* If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - 2. *Work Change Directives:* The Work modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order. When a Work Change Directive is issued, the parties will promptly meet to attempt to negotiate the Work Change Directive's effect, if any, on the Contract Times and Contract Price. The effect, if any, on Contract Times and Contract Price, together with the Work Change Directive's addition, deletion, or revision to the Work, will be set forth in a subsequently issued Change Order.
- B. Either Owner or Design-Builder may propose or request a Change Order. With respect to certain events, this Contract may indicate specific times in which such requests or proposals must be submitted to the other party. With respect to all other events, the request or proposal shall be submitted to the other party within 30 days of the event giving rise to the request or proposal.

11.02 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, and notwithstanding any other provision of the Contract, Owner may, at any time or from time to time, order or authorize additions, deletions, or revisions in the Work within the general scope of the Contract. Such changes may be accomplished by a Change Order, if Owner and Design-Builder have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Design-Builder to undertake work that Design-Builder reasonably concludes cannot be performed in a manner consistent with Design-Builder's safety or professional obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents, as duly amended, except in the case of an emergency as provided in Paragraph 7.16, or in the case of uncovering Construction as provided in Paragraph 13.03.A.3.

11.04 Changes Involving the Design

- A. To the extent a change, whether proposed by Design-Builder or Owner, ordered by Owner, or set forth in a proposed Change Order or in a Work Change Directive, involves the design (as set forth in the Construction Drawings, Construction Specifications, or otherwise) or other engineering or technical matters, such changes must be reviewed and approved by the applicable Project Design Professional. The review and approval may occur at the time the change occurs, or as part of Design-Builder's provision of Professional Design Services in response to the change.

11.05 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim regarding an adjustment in the Contract Price shall be presented by written notice to the other party in accordance with Paragraph 16.01.
- B. If the Contract Price is based on Cost of the Work, then the provisions in the Agreement regarding Cost of the Work and changes in the Design-Builder's fee, Contract Price, Guaranteed Maximum Price, and Guaranteed Maximum Fee, apply.
- C. The value of any Work covered by a Change Order or of any adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.02); or
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.05.D); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents, and agreement to a lump sum is not reached under Paragraph 11.05.C.2, then on the basis of the Cost of the Work for price adjustments (determined as provided in the Cost of the Work provisions in the Agreement, if applicable, or in Paragraph 12.01), plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.05.D).
- D. *Design-Builder's Fee:* The Design-Builder's fee for overhead and profit on Change Orders shall be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 12.01.B.1.a. and 12.01.B.2, the Design-Builder's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 12.01.B.3, 12.01.B.4, 12.01.B.5, and 12.01.B.6, the Design-Builder's fee shall be 5 percent;
 - c. With respect to Construction Subcontracts, where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of this Contract is that the Design-Builder's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraph 12.01 by the subcontractor that

actually performs the Work, at whatever tier, and (2) with respect to Design-Builder itself, and to any Construction Subcontractors of a tier higher than that of the Construction Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Construction Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Construction Subcontractor that actually performs the Work;

- d. With respect to Design Agreements, the Engineer or other invoicing Project Design Professional under a Design Agreement may add a fee of 5 percent to an invoice from a lower tier design entity , and Design-Builder may add a fee of 5 percent to an invoice from Engineer or other invoicing Project Design Professional; Owner shall not be responsible for any other mark-up at any tier (other than those incorporated in a factor, multiplier, hourly rate, or stipulated sum from the entity performing the subject Design Professional Services);
- e. No fee will be payable on the basis of costs itemized in Paragraph 12.01.B.7 or 12.01.C;
- f. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design-Builder's fee by an amount equal to 5 percent of such net decrease; and
- g. When both additions and credits are involved in any one change, the adjustment in Design-Builder's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.05.D.2.a through 11.05.D.2.e., inclusive.

11.06 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim regarding an adjustment of the Contract Times shall be presented by written notice to the other party pursuant to Paragraph 16.01.
- B. Design-Builder's entitlement to an adjustment of the Contract Times under this Contract is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.

11.07 Execution of Change Orders

- A. Owner and Design-Builder shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Design-Builder has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's correction of defective Work under Paragraph 13.05 or Owner's acceptance of defective Work under Paragraph 13.07, or (c) agreed to by the

- parties (all subject to the need for review and approval by the applicable Project Design Professional pursuant to Paragraph 11.04); and
4. Changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Article 16.
 - B. If Owner or Design-Builder refuses or fails to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notice to Sureties

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – COST OF THE WORK ADJUSTMENTS; UNIT PRICE WORK

12.01 Cost of the Work

- A. *Costs of the Work Adjustment:* When the price of Work covered by a Change Order or an adjustment in Contract Price is to be determined on the basis of Cost of the Work, the Cost of the Work adjustment means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the specific portion of the Work. The costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the adjustment. If the Agreement contains Cost of the Work provisions, such provisions shall govern in determining the Cost of the Work for Change Order or adjustment purposes. If the Agreement does not contain Cost of the Work provisions, then the provisions in Paragraph 12.01 shall apply.
- B. *Costs Included:* The Cost of the Work adjustment does not include any of the costs itemized in Paragraph 12.01.C, and shall include only the following items with respect to the subject Work:
 1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the subject Work, under schedules of job classifications agreed upon by Owner and Design-Builder in advance of such performance.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the subject Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing the subject Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Design-Builder. For

purposes of this Paragraph 12.01.B.1.b, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, as designated in the Agreement, for services in the performance of the subject Work.

2. Cost of all materials and equipment furnished and incorporated in the subject Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.
3. Cost of permits obtained by Design-Builder.
4. Payments made by Design-Builder to Construction Subcontractors for subject Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.
5. Payments made by Design-Builder for Design Professional Services provided or furnished with respect to the subject Work under a Design Agreement.
6. Costs of special consultants (not including Project Design Professionals), including but not limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the subject Work.
7. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed that remain the property of Design-Builder.
 - c. Rentals of all construction or engineering equipment and machinery, and their parts, whether rented from Design-Builder or from others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal of such equipment, machinery, and parts. All such costs shall be in accordance with the terms of such rental agreements. The rental of any such equipment, machinery, or parts shall cease when its use is no longer necessary for the Work, and regardless of the time rented equipment is used in pursuit of the Work, no rental fee for such equipment shall exceed that equipment's fair market value less salvage value.
 - d. Sales, consumer, use, and other similar taxes related to the subject Work, and for which Design-Builder is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose

acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses, damages, and related expenses caused by damage to the subject Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.
- g. The cost of utilities, fuel, and sanitary facilities used at the Site, as applicable to the subject Work.
- h. Minor expenses such as telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1, all of which are to be considered administrative costs covered by the Design-Builder's fee.
 - 2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
 - 3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the subject Work and charges against Design-Builder for delinquent payments.
 - 4. Costs due to the negligence of Design-Builder, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph 12.01.B.
- D. *Design-Builder's Fee:* When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.05.D.
- E. *Documentation:* Whenever the cost of any Work is to be determined pursuant to Paragraph 12.01.B and 12.01.C, Design-Builder will establish and maintain cost records in accordance

with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data. Expenses not documented in accordance with generally accepted accounting practices will not be included in the Cost of the Work.

12.02 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design-Builder will be made by Owner.
- B. If Design-Builder's compensation is based on Cost of the Work, this Contract will not include compensation under unit prices unless expressly stated otherwise.
- C. Each unit price will be deemed to include an amount considered by Design-Builder to be adequate to cover Design-Builder's overhead and profit for each separately identified item.
- D. Design-Builder or Owner may seek an adjustment in the Contract Price if:
 - 1. The quantity of any item of Unit Price Work performed by Design-Builder differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. Such an adjustment would not duplicate, and is coordinated with, any other related adjustments of Contract Price; and
 - 3. Design-Builder has incurred additional expense, or less expense, as a result of the variation in quantity.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

13.01 *Access to Construction*

- A. Owner, Owner's Consultant, Owner's Site Representative, and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply therewith as applicable.

13.02 *Tests, Inspections, and Approvals*

- A. Design-Builder shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. By Laws and Regulations, unless the Contract Documents or Laws and Regulations expressly allocate responsibility for a specific inspection or test to Owner;

- 3. To attain Owner's acceptance of materials or equipment to be incorporated in the Construction;
 - 4. By manufacturers of equipment furnished under the Contract Documents;
 - 5. To meet the requirements of the Construction Drawings and Construction Specifications;
 - 6. For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Construction; and
 - 7. For acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Construction.
- B. Owner shall be responsible for arranging, obtaining, and paying for all inspections and tests expressly required by the Contract Documents or Laws and Regulations to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Construction shall be governed by the provisions of Paragraph 13.03.
- C. All inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Design-Builder, and subject to re-evaluation and replacement upon reasonable objection of either party, using the procedure described in subparagraph H. below
- D. If the Contract Documents require the Construction (or part thereof) to be approved by Owner or another designated individual or entity, then Design-Builder shall assume full responsibility for arranging and obtaining such approvals.
- E. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, and approvals.
- F. Design-Builder shall give Owner timely notice of readiness of the Construction (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- G. Each party shall provide the other with copies of any certificates of inspection or approval obtained with respect to tests and inspections.
- H. Both parties may rely on the results of inspections and tests, performed pursuant to this paragraph and the governing provisions of the Contract Documents, Laws and Regulations, and the Construction Drawings and Construction Specifications. Both parties may also challenge the results of inspections and tests upon any reasonable basis, and may require independent confirmation of the results. If the confirming tests support the original results, the challenging party will pay the cost of the independent confirmation processes. If the confirming tests support the challenge of the original results, the non-challenging party will pay the cost of the independent confirmation processes. The parties will proceed by agreement with the current testing facility after appropriate modifications, or to use an alternate testing facility for future testing this is a part of the Work.
- I. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation. Such uncovering shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.03 *Uncovering Construction*

- A. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, then Design-Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection, or testing, as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment.
- 1. If the Construction had been covered contrary to the written request of Owner or a requirement of the Contract Documents, then uncovering it for Owner's observation and re-covering it shall be at Design-Builder's expense, regardless of whether it is defective.
- 2. If it is found that the covered Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement, re-covering, or reconstruction (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.
- 3. If the covered Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, re-covering, and reconstruction, subject to the provisions of Paragraph 13.03.A.1.

13.04 *Defective Construction*

- A. It is Design-Builder's obligation to assure that the Construction is not defective.
- B. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. Owner may reject, accept, or correct defective Construction.
- C. Promptly after receipt of written notice of defective Construction, unless Owner expressly indicates that it will accept the defective Construction, Design-Builder shall correct all such defective Construction, whether or not fabricated, installed, or completed; or, if Owner has rejected the defective Construction, remove it from the Project and replace it with Construction that is not defective.
- D. When correcting defective Construction, Design-Builder shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Construction.

13.05 *Owner May Correct Defective Construction*

- A. If Design-Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction, or if Design-Builder fails to perform the Construction in accordance with the Contract Documents, or if Design-Builder fails to comply with any other provision of the Contract Documents, Owner may, after 7 days' written notice to Design-Builder, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.05 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design-Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design-Builder's services related thereto, and incorporate in the Construction all

materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere. Design-Builder shall allow Owner, Owner's Consultant, Owner's Site Representative, and Owner's other representatives, agents, employees, and contractors, access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

13.06 Costs

- A. Design-Builder shall bear all costs arising out of or relating to the correction, removal, or replacement of defective Construction, including but not limited to repair of adjacent Work or property; delay costs and impacts; and fees and charges of engineers, architects, and other professionals.
- B. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, and other professionals, and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising its rights and remedies arising from defective Construction under this Article will be charged against Design-Builder, by set-off against payment or otherwise.
- C. Design-Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to defective Construction.

13.07 Owner's Acceptance of Defective Construction

- A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. If such acceptance is proposed prior to final payment, it shall be subject to confirmation by the applicable Project Design Professional that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted.

13.08 Owner May Stop Construction

- A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

ARTICLE 14 – PAYMENTS TO DESIGN-BUILDER; COMPLETION

14.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Paragraph 2.04 will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. *Application for Progress Payment:* On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design-Builder shall submit to Owner for review an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the

Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

C. *Payment of Obligations:*

1. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.
2. If Design-Builder contends that it has withheld payment of underlying obligations for good cause, then Design-Builder shall inform Owner of the identity of the entity from which Design-Builder has withheld payment, the amount of the withholding, the reason for the withholding and the response of that entity.
- D. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

E. *Review of Applications:*

1. Owner or Owner's agent will, within 7 business days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design-Builder indicating in writing its reasons for refusing to accept the Application.
- F. Not more than 30 days after accepting such Application the undisputed amounts will become due and when due will be paid by Owner to Design-Builder.
 1. If Owner should fail to pay Design-Builder at the time the payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that he will stop the Work within 7 days after receipt of the notice by Owner, and after such 7-day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served as provided in the Agreement.
 2. Payments due but unpaid shall bear interest at the rate specified in the Agreement.
 3. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

G. *Reduction in or Refusal to Make Payment:*

1. Owner may impose a set-off against the whole or any part of any such payment, or nullify any previous payment because of subsequently discovered evidence or the results of subsequent inspections or tests, to the extent that is reasonably necessary to protect Owner from loss because:

- a. Claims have been made against Owner on account of Design-Builder's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Design-Builder's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from breach of warranty, workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Design-Builder has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Design-Builder has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Design-Builder is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Construction is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Construction in accordance with Paragraph 13.05, or has accepted defective Construction pursuant to Paragraph 13.07;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event that would constitute a default by Design-Builder and therefore justify a termination for cause has occurred;
 - j. Liquidated damages, special damages, or performance damages have accrued under the Contract Documents as a result of Design-Builder's failure to achieve Milestones, Substantial Completion, final completion of the Work, or performance requirements, as applicable; or
 - k. [not used]
 - l. There are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, Owner will give Design-Builder immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Design-Builder any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Design-Builder the amount so withheld, or any adjustment thereto agreed to by Owner and Design-Builder, if Design-Builder remedies the reasons for such action. The reduction imposed shall be binding on Design-Builder unless it duly presents a written notice of Claim contesting the reduction.

14.02 *Design-Builder's Warranty of Title*

- A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether already incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.03 *Substantial Completion*

- A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor.
- B. If Owner considers the Work substantially complete:
 - 1. Owner and Design-Builder will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Design-Builder agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
 - 2. Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. Owner shall attach to the certificate a punch list of items to be completed or corrected before final payment.
 - C. After Substantial Completion the Design-Builder shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Design-Builder may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
 - D. Owner shall have the right to exclude Design-Builder from the Site after the date of Final Completion subject to allowing Design-Builder reasonable access to remove its property and complete or correct items on the punch list.

14.04 *Partial Use or Occupancy*

- A. [not used].

14.05 *Final Inspection*

- A. Upon written notice from Design-Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Design-Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, as-built drawings and Record Documents, Design-Builder may make application for final payment following the procedure for progress payments.
 - 2. The final Application for Payment shall be accompanied (unless previously delivered) by:

- a. All documentation called for in the Contract Documents;
 - b. Consent of the surety, if any, to final payment;
 - c. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment; and
 - d. A list of all disputes that Design-Builder believes are unsettled.
 - e. [not used]
3. [not used]
- B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 10 days after receipt of the final Application for Payment, give written notice to Design-Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment.
- D. *Payment Becomes Due:* The amount will become due and will be paid by Owner to Design-Builder 30 days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability.

14.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Design-Builder. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.05, from Design-Builder's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from unresolved disputes or Claims presented by Owner, or from Design-Builder's continuing obligations under the Contract.
- B. The acceptance of final payment by Design-Builder will constitute a waiver by Design-Builder of all claims and rights against Owner other than those pending matters that have been duly submitted to dispute resolution under the provisions of Article 16.

14.08 Correction Period

- A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (1) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (2) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and

all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, and other professionals, and all costs of repair or replacement of work of others) will be paid by Design-Builder.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents.
- C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, or removed or replaced, under this Paragraph 14.08, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design-Builder, which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events justifies termination for cause:
 - 1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the progress schedule as duly adjusted).
 - 2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.
 - 3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occurs, Owner may, after giving Design-Builder (and the surety, if any) 7 days' written notice, terminate the services of Design-Builder, take possession of any completed Design Submittals prepared by or for Design-Builder (subject to the limited license and indemnification provisions of Paragraph 3.04), exclude Design-Builder from the Site, take possession of the Work, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- C. Notwithstanding Paragraph 15.02.B, Design-Builder's services will not be terminated if Design-Builder begins, within 7 days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- D. Where Design-Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Design-Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design-Builder shall be paid (without duplication of any items) for:
 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. Amounts paid in settlement of terminated contracts with Project Design Professionals, Construction Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with such terminated contracts); and
 4. Reasonable expenses directly attributable to termination.
- B. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Design-Builder May Stop Work or Terminate*

- A. If, through no act or fault of Design-Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, Owner fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Design-Builder any sum finally determined to be due, then Design-Builder may, upon 7 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.A. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design-Builder any sum finally determined to be due, Design-Builder may upon 7 days' written notice to Owner stop the Work until payment is made of all such amounts due Design-Builder, including interest thereon. The provisions of this paragraph are not intended to preclude Design-Builder from obtaining an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design-Builder's stopping Work as permitted by this paragraph.

ARTICLE 16 – DISPUTES

16.01 *Methods and Procedures*

- A. *Notice of Claim:* If Owner and Design-Builder are not in agreement regarding a proposed or requested Change Order, other proposed adjustment of Contract Price or Contract Times, a Work Change Directive issued by Owner, or any other relief proposed or requested under the Contract, then either party may provide written notice of a Claim to the other party. Such notice of Claim shall be given within 90 days of: the proposal or request for a Change Order; such other proposed adjustment of Contract Price or Contract Times; the issuance of the Work Change Directive; or the proposal or request for other relief under the Contract. The notice of Claim shall be given within the 90 days regardless of whether the other party has responded to such proposal, request, or issuance, and regardless of whether discussions or negotiations are in progress; provided, however, that the parties may extend the time to give such notice of Claim by mutual written agreement. The notice of Claim shall include a statement of position, specification of the remedy sought, and supporting documentation.
- B. *Response:* Within 30 days of the date of notice of Claim, the receiving party shall respond with a written statement of position and any supporting documentation.
- C. *Direct Negotiations:* Owner and Design-Builder agree to directly negotiate all Claims between them in good faith for a period of 60 days from the date of notice of Claim.
- D. *Mediation:* If direct negotiations are unsuccessful in resolving a Claim, then Owner and Design-Builder shall submit the unsettled Claim to mediation by a mutually agreeable mediator or mediation service. Owner and Design-Builder agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days.
 - 1. The fees and expenses, including filing fees, of the mediator and any mediation service shall be shared equally by Owner and Design-Builder.
 - 2. The mediation shall be held in the locality where the Project is located, unless another location is mutually agreed upon by the parties.
 - 3. A settlement (if any) resulting from such mediation will be specifically enforceable under the prevailing law, by any court having jurisdiction.
 - 4. Participation in the mediation process in good faith is a condition precedent to commencing final or binding dispute resolution.
- E. If mediation is unsuccessful in resolving a Claim, then within 120 days of the completion of the mediation (1) the parties may mutually agree to a binding dispute resolution process of their choice, or (2) the claimant may give notice to the other that the claimant will seek to have the dispute resolved by a binding dispute resolution method established in this Contract, or if no such method has been established, by a court of competent jurisdiction. Failure by claimant to give such notice in a timely manner shall result in a waiver of the Claim.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice to the other party to this Contract, it will be deemed to have been validly given if delivered to the Authorized Representative of the other party:

1. In person, by a commercial courier service or otherwise; or
2. By registered or certified mail, postage prepaid; or
3. By e-mail, with the words "Formal Notice" or similar in the e-mail's subject line, with a copy of the notice sent to the address provided in the Contract Documents by regular mail.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. Unless expressly stated otherwise in this Contract, the duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, or waiver of, any rights and remedies available to any or all of them which are otherwise imposed or available by:
 1. Laws or Regulations; or
 2. Any special warranty or guarantee; or
 3. Other provisions of the Contract.
- B. The provisions of Paragraph 17.03.A will be as effective as if repeated specifically in the Contract in connection with each particular duty, obligation, right and remedy to which they apply.

17.04 Limitation of Damages

- A. With respect to this Contract and any and all Claims and other matters at issue, Owner shall not be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other project or anticipated project.

17.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.06 Survival of Obligations

- A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

17.07 Controlling Law

- A. The Contract Documents will be construed in accordance with the law of the place of the Project.

17.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

1st Street – Discovery Phase Memo

Date:	July 10 th , 2025
To:	James Wagner, PE
From:	Brett Letkowski, PE

BACKGROUND AND OVERVIEW

The City of Wichita selected the Dondlinger/GFT team through a Progressive Design Build (PDB) process to assist with designing the rehabilitation or replacement of the 1st Street Bridge over the Arkansas River near downtown, [see Location Map](#).



Location Map

The City's stated project goals are to provide a new or rehabilitated structure with a 75 year or greater design life requiring minimum near-term maintenance and sized to provide the city with adequate traffic and pedestrian/bicycle lanes to meet the future projected traffic volumes.

Several tasks were completed as part of a discovery phase to determine:

- The suitability of various parts of the structure for rehabilitation
- The existing traffic counts through the corridor and existing Level of Service, and
- The projected design year traffic volumes for the design life of the structure (75 years) and Design Year Level of Service

The existing 1st Street bridge is a 397'-7" long, seven span structure built in 1974. The 5 main spans (spans 2-6) are comprised of continuous prestressed concrete deck girders (PDGS) and the two end spans (Spans 1 and 7) are simply supported reinforced concrete deck T-girders (RDGS). The out-to-out width of the bridge is 74'-0" and includes dual 27'-0" wide roadways, a 6'-0" wide raised center median, and a 7'-0" wide raised sidewalk on each side. The raised sidewalks are supported on an independent superstructure not attached to the roadway. This allows water to freely flow over the roadway deck edges. The concrete deck is composite with the superstructure beams. The deck on the main spans is 7 ¾" thick while the deck in Spans 1 and 7 is 8 ¼" thick. A transverse deck joint is located at the ends of the main spans, above Piers 1 and 6. Multiple utility conduits are hung below the raised median and under the deck along the north side of the bridge.

The existing bridge is in overall Fair Condition (NBIS – 5) with significant deck delaminations, widespread deterioration of beam ends, bearings, and Piers 1 and 6 below the expansion joints as well as significant deterioration of the underside of the deck along the edges and both sidewalk structures. The ends of the piers both upstream and downstream have deterioration with cracking and staining of concrete. Cracking was noted in the bottom of the deck in Spans 1 and 7 with efflorescence. The top of the deck has several areas of cracking with patched areas throughout. See **Appendix B** for photos of the current bridge condition.

This memo details the traffic and structural project issues required to determine the lane configuration and the preferred rehabilitaiton or replacment option only. Other issues, such as limits of roadway work, aesthetics, and homeless deterence (if any) under the bridge will be developed during the design phase of the project.

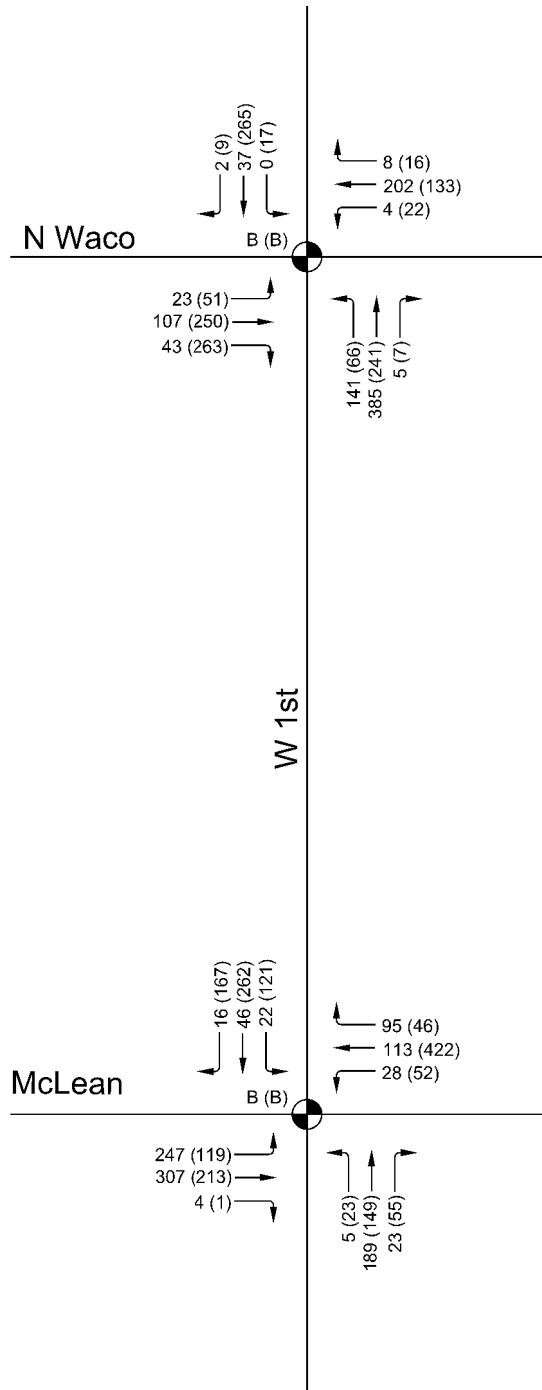
TRAFFIC

A traffic analysis was conducted to assess the required number of traffic lanes across the structure as well as anticipated bicycle and pedestrian needs for the transportation system. The design life for the proposed improvements for all traffic scenarios is assumed to be 75 years to match the design life of a new bridge (longest timeline). The Design Year for traffic projections is 2100 (75 years future). To assess the impacts of proposed development in the area, two intersections were identified for study during the A.M. and P.M. peak hours (*based on discussions with city staff*). The intersections are located in the immediate area of the site and include:

- 1st Street & McLean Blvd to the west of the bridge
- 1st Street & Waco Ave to the east of the bridge

Traffic Counts

A.M. and P.M. peak hour traffic volumes were collected at the existing study intersections on February 26, 2025, from **7:00 a.m. to 9:00 a.m.** and from **4:00 p.m. to 6:00 p.m.** In general, the peak hours for all study intersections were determined to be from 7:00 a.m. to 8:00 a.m. and from 4:30 p.m. to 5:30 p.m. The existing lane configurations and traffic control devices, A.M. Peak Hour Traffic Volumes, and P.M. Peak Hour Traffic Volumes are shown in **Figure 1** and **Figure 2**.



Legend

- Traffic Signal

B (B) - Intersection LOS

123(45) - Peak Hour Volume AM (PM)

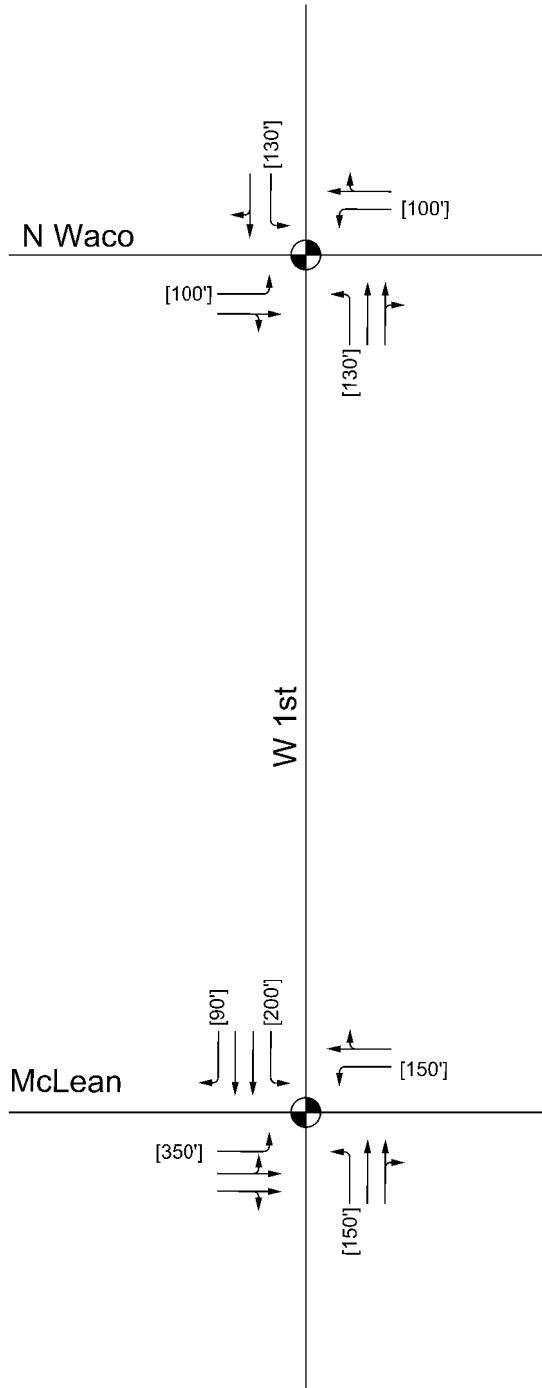
GFT

**EXISTING
TRAFFIC VOLUMES**

1st Street Bridge Replacement
Wichita, Kansas

July 2025
No Scale

Figure 1



Legend

- - Traffic Signal
- ↔ - Lane Configuration
- [200'] - Turn Bay Length

Street Network

The existing 1st Street lane arrangements include two traffic lanes in each direction, shoulders and shared lanes marked with sharrows on the outside lanes through the bridge, with an approximate 5'-0" usable elevated sidewalk on each side of the bridge. **Figure 3** illustrates a partial typical section from the existing bridge plans.

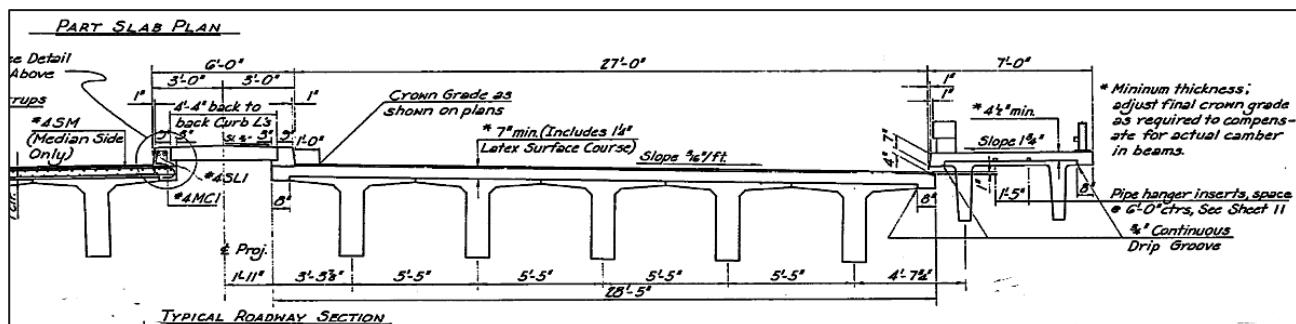


Figure 3: Partial typical section of the existing bridge plans

It should be noted that there are bike lanes on 1st Street & 2nd Street both east and west of the bridge. The bike lanes were eliminated through the existing bridge due to space constraints during the original bike lane project. There are also shared use paths on both sides of the river under the bridge.

Surrounding Land Use

The bridge is in the downtown area of Wichita and is one of four bridges over the Arkansas River in the vicinity of downtown (excluding the Kellogg Freeway bridges). Exploration Place and the Wichita Public Library are both destinations on the west side of the bridge. The River Vista Apartment complex is on the southwest side of the bridge. East of the bridge are numerous office buildings as well as the downtown urban core.

Analysis

The analysis for determining the appropriate number of lanes and overall design of the bridge to meet needs over the next 75 years depends on several key factors. Typically, studies of this nature involve adjustments to the regional travel demand model, including modified land use assumptions or the application of ITE trip generation rates based on projected or historic growth trends. However, because the surrounding area is largely built out and significant redevelopment is not currently anticipated, these methods are not well-suited for projecting future volumes in this context.

Instead, a more effective approach involves identifying potential changes or scenarios that could pose challenges for the bridge, and then evaluating the impacts of those scenarios. This scenario-based analysis is particularly appropriate given the extended planning horizon to the year 2100. A few fundamental growth considerations include:

- The area is built out or developed (e.g. no Greenfield developments left)
- The bridge traffic is heavily influenced by workers living in west Wichita commuting into downtown office jobs east of the Arkansas River between Douglas and Central

- Historic Growth is essentially flat:

Historic Counts (veh/day)	
Year	Volume
2010	8737
2017	8707
2025	8640

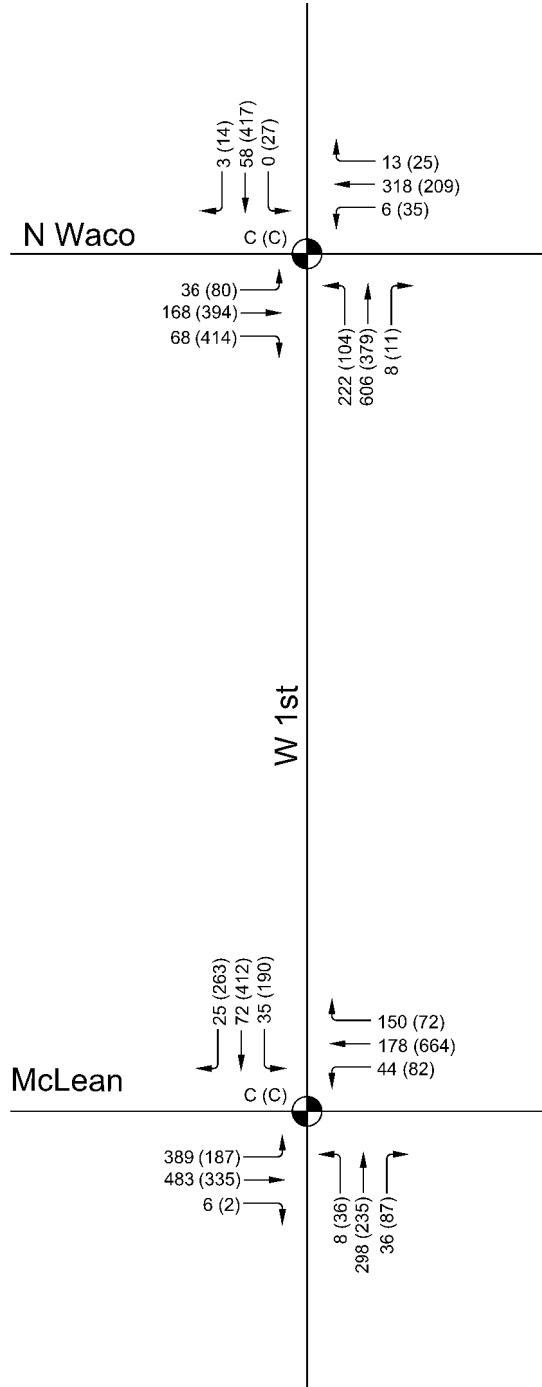
- CurrentTravel demand Model shows a 0.3%/year increase (only projected to 2050), but also showed volume declines along Waco Street and 2nd Street (west of McLean Blvd.)
- The analysis of the proposed lane arrangement for the bridge includes:
 1. Future Volume estimates
 2. Operational Analysis of the surrounding transportation system for various development assumptions (including existing conditions)
 3. Walkability Evaluation of pedestrian connectivity; and connectivity of bikepaths

Each of these analysis methodologies and findings are described in more detail in the subsequent sections of the report.

Trip Generation

Due to the timeline of the improvements (75 years; design year 2100) and the built-out nature of the downtown development, a different scenario based approach was used to project traffic volumes. This approach emphasizes what would cause the traffic to grow and, if that were to happen how does the growth affect the structure. The majority of traffic using the bridge during the peak periods are downtown office workers who live in west Wichita going to and from work in downtown. As such the peak period traffic is predominantly influenced by the office occupancy and availability in downtown. W-ZHA, LLC (see [Appendix C](#)) completed a recent analysis of the office space in Wichita in February of 2025 for WIBA. The document projects office space demand to grow between 0.6 and 0.7 percent per year for the next 10 years. This analysis factored in economic projections from Moody's as well as specific projects (such as the joint medical campus currently being constructed and subsequent growth from supporting industries).

Historic growth has been essentially flat over the last 15 years (no further data available). This may not be a completely adequate assessment of the actual growth potential; in 2010 the country was in the middle of the great recession; 2017 was approximately when full recovery from the great recession began, and in 2025 recovery post-COVID-19 pandemic had substantially decreased office demand in downtown from which it is still recovering. Reviewing available data, a growth rate of 0.6%/year is the recommended growth rate to account for office vacancies and expansions/redevelopment due to other downtown projects. This does not account for further downtown residential (e.g. apartments east of the river) or greater east side redevelopment/development (e.g. more development on the east side would skew the proportion of traffic to feed into the office space from the east instead of west) which could further reduce vehicular demand on the bridge. This appears to be a reasonable scenario for the purposes of sizing the bridge for the design year. A multiplicative factor of 1.574 would correspond to the 0.6%/year growth rate for 75 years. [Figure 4](#) shows the existing AM/PM and design year (DY) 2100 volumes.



Legend

- Traffic Signal
- C (C) - Intersection LOS
- 123(45) - Peak Hour Volume AM (PM)

GFT

**PROPOSED
TRAFFIC VOLUMES**

1st Street Bridge Replacement
Wichita, Kansas

July 2025
No Scale

Figure 4

Traffic Operation Assessment

The study intersections were evaluated based on the methodologies outlined in the [Highway Capacity Manual \(HCM\)](#), 7th Edition, published by the Transportation Research Board. The operating conditions at an intersection are graded by the "level of service" experienced by drivers. Level of Service (LOS) describes the quality of traffic operating conditions and is rated from "A" to "F". LOS A represents the most desirable condition with free-flow movement of traffic with minimal delays. LOS F generally indicates severely congested conditions with excessive delays to motorists. Intermediate grades of B, C, D, and E reflect incremental increases in the average delay per stopped vehicle. Delay is measured in seconds per vehicle. **Table 3** shows the upper limit of delay associated with each level of service for signalized and unsignalized intersections.

While one of the primary measurements of traffic operations, LOS applies to both signalized and unsignalized intersections. However, there are significant differences between how these intersections operate and how they are evaluated. LOS for signalized intersections reflects the operation of the intersection as a whole. While the individual movements may operate with varying LOS ratings, that is largely a function of the signal timings and how the intersection is operating relative to other signals in the vicinity. As an example, in a coordinated system of multiple signalized intersections, some minor side-street approaches may have LOS ratings of D, E or even F. This can be the result of the length of time provided to the major movements and does not reflect a condition where the intersection is operating over capacity or is judged to be operating poorly.

In addition to delay (and the corresponding LOS), a secondary means of evaluation is often utilized to assess the overall capacity of the intersection or unsignalized movement. This evaluation is a ratio of volume to capacity (v/c) that reflects, regardless of delay, the ability to accommodate the existing or projected traffic volumes over the course of a peak hour. A v/c ratio of 1.00 reflects the capacity of the intersection or movement.

Lastly, traffic queues are evaluated as part of the analyses. Long traffic queues which extend beyond the amount of storage available, either between intersections or within turn lanes, can have significant impacts on operations. The projected vehicular queues are analyzed to ensure the analyses are reflective of the physical constraints of the study intersections and to identify if additional storage is needed for turn lanes.

The Synchro software package was used to evaluate signalized and stop controlled intersections. Documented results are based on HCM methodology and have been included in **Appendix C**.

The LOS rating deemed acceptable varies by community, facility type, and traffic control device. In communities similar to the city of Wichita, a LOS D (for urban/suburban) or LOS C (for rural) for signalized intersections is often found to be acceptable.

Existing Conditions

The results of the intersection analysis for the existing conditions during A.M. and P.M. peak hours are summarized in Table 4. The study intersections were evaluated with the lane configurations shown in **Figure 2**. The existing traffic volumes are shown on **Figure 1**. **Appendix D** contains the analyses output files from Synchro.

Table 3	
Intersection Level of Service Delay Thresholds	
Level of Service (LOS)	Signalized
A	< 10 Seconds
B	< 20 Seconds
C	< 35 Seconds
D	< 55 Seconds
E	< 80 Seconds
F	≥ 80 Seconds

Table 4 Intersection Operational Analysis Existing Conditions						
Intersection Movement	A.M. Peak Hour			P.M. Peak Hour		
	LOS ¹	Delay ²	v/c ³	LOS ¹	Delay ²	v/c ³
1 st Street & McLean Blvd. <i>All Movements (Signalized Intersection)</i>	B	14.7	0.64	B	18.8	0.66
1 st Street & Waco Ave. <i>All Movements (Signalized Intersection)</i>	B	11.9	0.55	B	16.9	0.66

1 – Level of Service, 2 – Delay in seconds per vehicle, 3 – Volume/Capacity Ratio

Both the intersections are signalized intersections. The peak hour analyses shows that both intersections perform at an acceptable LOS during the peak hours in existing conditions.

Design Year Conditions

Intersection analyses were then conducted to determine the impact on the future Design Year conditions. The results for the intersection analyses of the Design Year peak hour conditions have been summarized in **Table 5**. The results reflect the improvements considered for this scenario.

The assessment of existing plus development conditions is an iterative process that begins by applying development traffic volumes to the existing street system. As deficiencies were identified, improvements were considered and evaluated to achieve acceptable LOS.

The study intersections were evaluated with the Design Year lane configurations, traffic volumes, and traffic controls as shown in **Figures 3 and 4**. **Appendix D** contains the analysis output files from Synchro.

Table 5 Intersection Operational Analysis Design Year Conditions						
Intersection Movement	A.M. Peak Hour			P.M. Peak Hour		
	LOS ¹	Delay ²	v/c ³	LOS ¹	Delay ²	v/c ³
1 st Street & McLean Blvd. <i>All Movements (Signalized Intersection)</i>	C	32.6	0.87	C	30.3	0.91
1 st Street & Waco Ave. <i>All Movements (Signalized Intersection)</i>	C	35.0	0.95	C	31.6	0.89

1 – Level of Service, 2 – Delay in seconds per vehicle, 3 – Volume/Capacity Ratio

Several improvements were identified at the study intersections to achieve an acceptable Level of Service and manage projected vehicular queues for the impact of the Design Year on existing conditions. These improvements include:

- Change existing split phasing at McLean Northbound and Southbound to be traditional 8 phase signals;
- Add eastbound and westbound left turn protected permissive phasing to the Waco signal and improve detection;
- Timing improvements at both intersections.

McLean Roundabout Alternative

An additional alternative was studied to determine if a roundabout at the 1st Street and McLean intersection would work in the future scenarios with the proposed bridge. Intersection analyses were conducted to determine the impact of a roundabout on the concept design. The results for the intersection analyses of the McLean and 1st Street Intersection during peak hour conditions for the PM condition have been summarized in **Figure 5**. The AM condition was tested and determined to operate more efficiently. These results are shown in **Appendix D**. The 1st Street and McLean intersection was evaluated with the Design Year lane configurations, traffic volumes, and a roundabout as traffic control.

Appendix D contains the analysis output files from SIDRA.

The roundabout concept performed well (potentially better than a signal) in the scenarios tested given the lane arrangements shown in **Figure 5**. This would require changes to existing geometrics, lane arrangements, and medians; no physical layout was completed as part of the project to assess the geometric impacts of the roundabout on the surrounding properties from a right-of-way need.

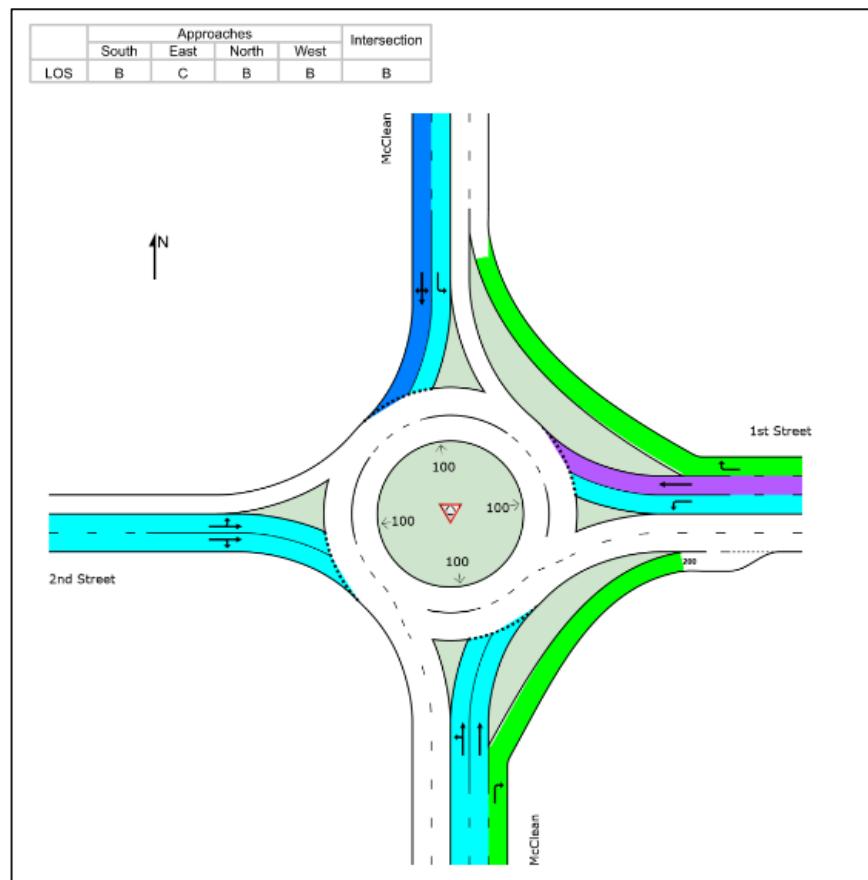


Figure 5: Roundabout lane configuration and approach LOS

Lane Options on Bridge

The above analyses primarily focus on the intersections on either side of the bridge as they are the limiting factor for capacity. It should be noted that all westbound traffic approaching the bridge on the east side is approaching in a single lane, while traffic on the west side of the bridge going eastbound effectively has a two-lane approach for the heavy southbound to eastbound movement (other approaches to westbound are effectively one lane).

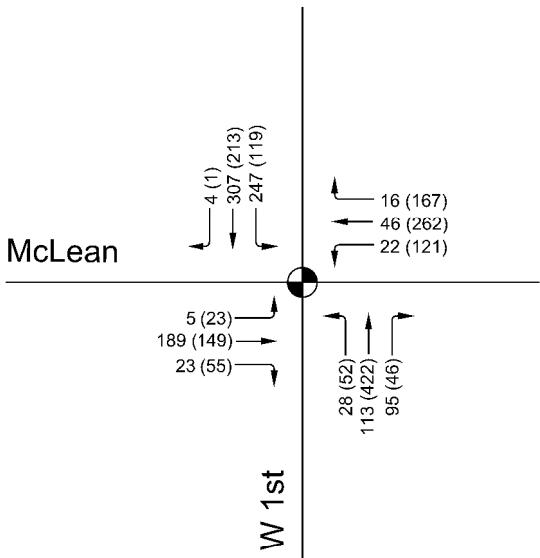
Given that the base capacity of a single lane (approximately 1800 veh/hr) is not currently being approached in either direction on the bridge, two lane configuration options were evaluated for consideration. A 2-lane eastbound and 1-lane westbound scenario and a 1-lane both eastbound and westbound. To achieve the second scenario the concept of a southbound to eastbound movement that is two lanes would need to then merge downstream into one lane in approximately 550 ft. Adequate signing for the lane drop per MUTCD recommendations can be achieved in this distance given the low speed of 1st Street. This scenario occurs many places in Wichita (mostly at interchanges; K-96 at Greenwich north on-ramp northbound to westbound movement is an example) where the intersection requires two lanes of capacity for the cars to efficiently move through the intersection (usually for a left turn movement), but then merge downstream to a single lane. This option would eliminate the need of a one lane on the structure saving approximately \$700,000.

During the topographical survey work for the bridge, lane closures were needed on the bridge to collect the survey of the existing structure. Through discussions with city staff, an opportunity was identified to leave the traffic control up for three weeks to analyze the effects of the lane closure on existing traffic and see what if any public comments were. The lanes were set up to mimic a proposed lane drop for both the eastbound and westbound direction and were in place from June 19th to July 3rd, 2025. Additional video-based counts were completed at McLean and 1st Street during the days of June 24th and July 1st. These counts were compared to the original counts that were conducted on February 26, 2025, and are illustrated in **Figure 6**. While there were changes in the counts, they were not significant (e.g. less than 25% difference or if greater than 25% it was a nominal number of vehicles (10-15)) and most likely attributed to daily variances in driver schedules or seasonal differences (e.g. school in session vs not).

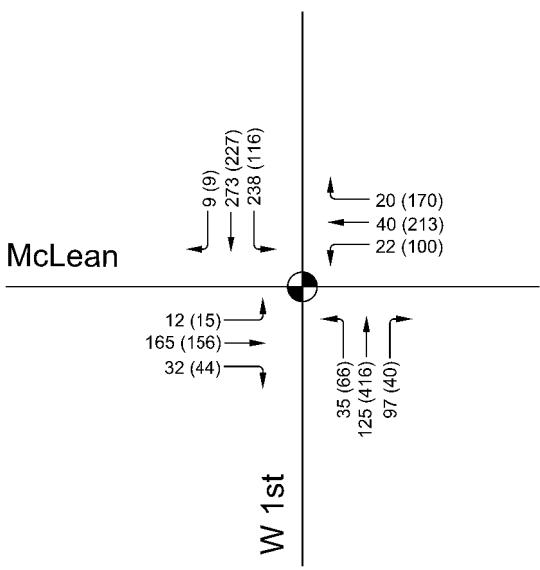
In reviewing the video from the counts, there did not appear to be any issues with existing traffic completing the merge maneuver, nor were there any complaints that the city received from the public during this time period. However, in discussions with city staff, three additional points were discussed:

1. Traffic could increase by approximately 50% by the design year, which would cause more conflict with the merging over the existing volumes;
2. One injury crash (in the 75-year design life) related to the merge, would approximately equal the cost of the additional bridge width (one injury crash in Kansas, 2023 dollars is expected to cost approximately \$695,000);
3. Typical use of the merge downstream of a signal is at an interchange where accommodating two lanes in a freeway on-ramp is not feasible due to runout length or it causing more issues with crashes downstream merges, this application would simply be for cost savings.

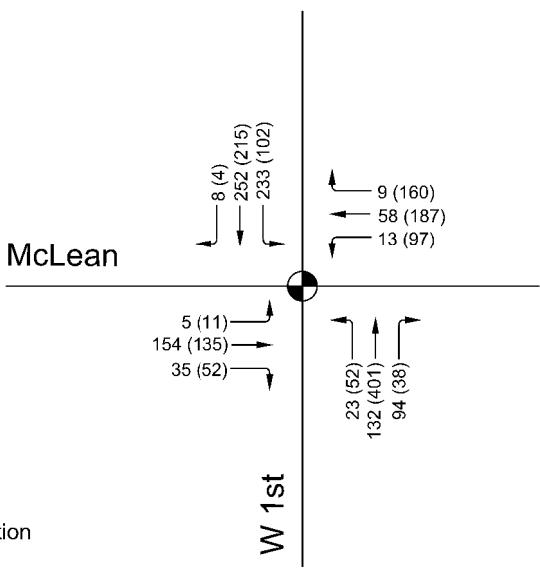
Given these three points, it is therefore recommended to proceed with a 2-lane eastbound, and 1-lane westbound configuration.



Date: 2-26-2025
(all lanes open)



Date: 6-24-2025
(outside lanes closed
first week)



Date: 7-01-2025
(outside lanes closed
second week)

Legend

- Traffic Signal
- Lane Configuration
- [200'] - Turn Bay Length

GFT

Figure 6

July 2025
No Scale

1st Street Bridge Replacement
Wichita, Kansas

COUNT COMPARISON OF LANE CLOSURES
ON 1ST STREET BRIDGE VERSUS
UNRESTRICTED FLOW

Bikeability & Walkability Analysis

As mentioned previously, bike lanes are present on 1st and 2nd Streets east of the bridge and along Waco east of the bridge. Shared use paths are present under the bridge, as well as shared use paths and bike lanes west of the bridge on 2nd Street, Sycamore and McClean. This bridge acts as a hub to the river connections and the commuting paths. Bridges are often key elements cited by cyclists for improved buffer space and safety because they lack refuge space (e.g. a cyclist could fall from the bridge if they perform an avoidance maneuver). Continuing separated shared use paths across the bridge in both directions, with ramps to the bike lanes for access will enhance the connectivity with the adjacent paths and bike lanes and provide safety for the cyclists crossing the bridge. An additional connection on the southeast corner of the bridge will enhance the connections to the river path systems and eliminate the need for crossing 1st Street in a more circuitous connection. **Figure 7** shows the proposed concept (including the two lanes eastbound and one lane westbound).

Recommendations

This study documents the traffic analyses used to assess the recommended number of lanes on the bridge as well as anticipated bicycle and pedestrian needs for the transportation system. Included in this report is the review of the anticipated factors that contribute to the bridge cross section. **Figure 7** illustrates the recommended configuration. This includes:

- The cross section through the bridge is recommended to be 2-lanes eastbound and 1-lane westbound.
- Shared-use paths (10' with 2' shy distance to barrier) for each side is recommended. Bike lane ramps and a connection to the river shared-use path is recommended to alleviate crossings and circuitous bike connections.
- Intersection modifications for the future include:
 - McLean and 1st Street
 - If signal control is continued, a traditional 8-phase operation should be implemented (existing is split phased for north and south movements). Timing adjustments will also be needed.
 - Roundabout operates better than signal if additional geometric changes are completed; **Figure 5** illustrates the lane configurations necessary for future operations.
 - Waco and 1st Street
 - Eastbound and westbound protected/permissive signal operations and timing adjustments.

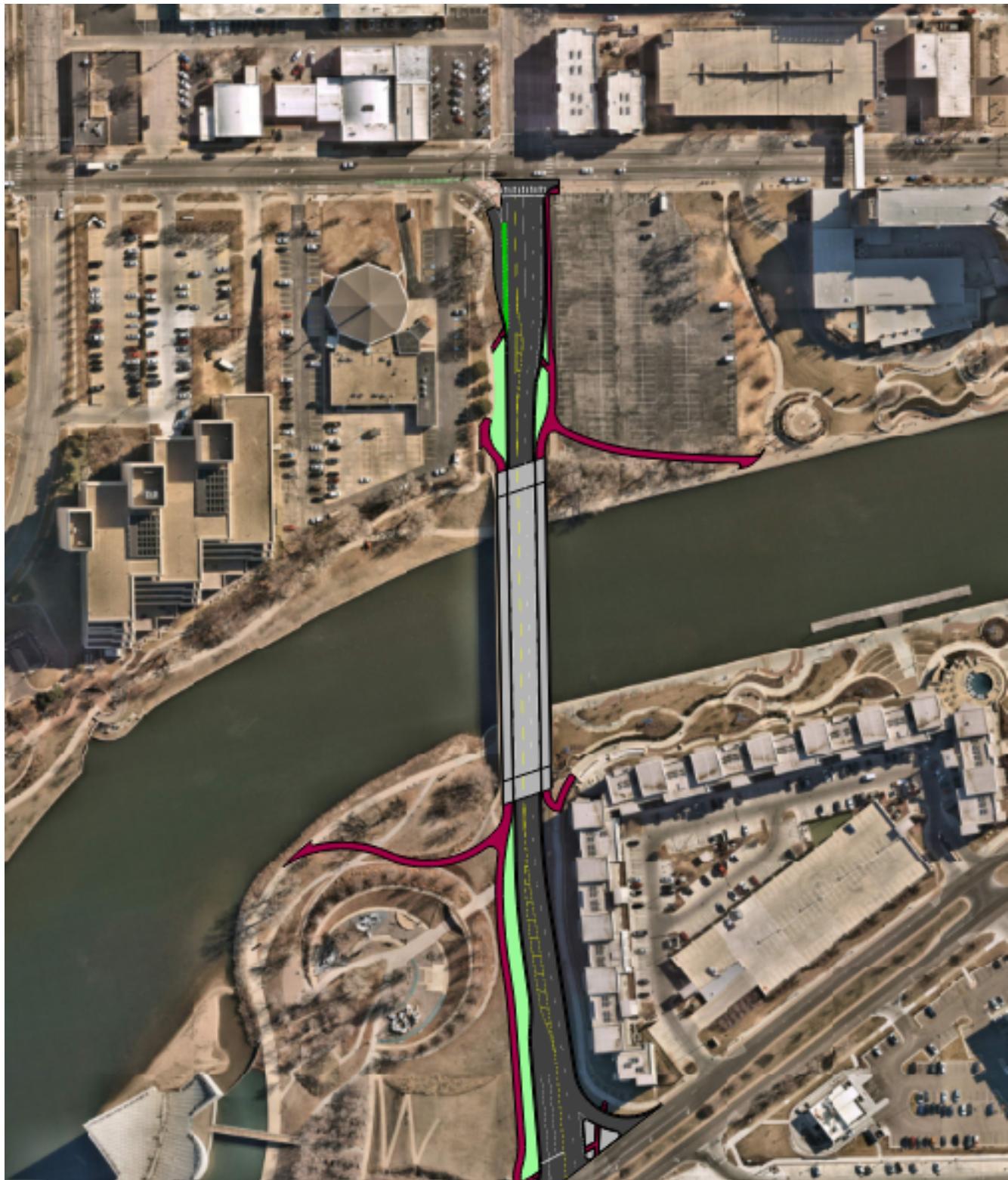


Figure 7: Concept

STRUCTURAL

Rehabilitation Option – Initial Cost

To meet the City's goal of providing a structure with a minimum 75 year design life, a major rehabilitation should restore the bridge to good or better condition (NBIS 7 or higher). Based on our inspection, several major components will need to be reconstructed to accomplish this.

Water has been free flowing over the roadway deck edges onto the pier caps and exterior beams causing spalling, cracking, and exposed rebar. Additionally, the joint located above both Piers 1 and 6 has failed allowing water to leak onto the pier cap causing significant damage to the piers and beam ends of Spans 2 and 5. The top of deck has several areas of cracking with repaired spalls noted. The bottom of deck in Spans 1 and 7 has cracking along with some efflorescence, indicating water is moving through the deck. The bottom of the deck in Spans 2 through 6 isn't visible due to the top flange of the cast-in-place concrete girders, but effloresce was observed between flange edges in several locations. Efflorescence is an indication soluable salts are present in the concrete. While it is often a cosmetic issue, it can lead to long-term deterioration of the rebar. If the soluable salts are penetrating the reinforced concrete girders, this deterioration may impact the rebar.

A major rehabilitation of this structure to return it to good or better condition would include several major items:

- Removing the raised sidewalks and reconstructing
- Removing and replacing the bridge deck
- Removal and replacement of Piers 1 and 6
- Replacement of Span 1 and Span 7 superstructure
- Modification of Abutments to semi-integral
- Removal and replacement of all beams in Spans 2 and 6
- Removal of and replacement of exterior beams in Spans 3 through 5
- Removal and replacement of pier cap overhangs on Piers 2 through 5
- Replacement of traffic barrier, fencing, and center median

See **Appendix A** for a graphical depiction of these repairs.

In addition to the major items detailed above, there are several other risks, known and unknown, associated with the major rehabilitiion option. One risk is the unknown condition of the top flanges of the Span 2-6 beams. After deck removal, an inspection of the top flanges would need to be made to verify no unexpected deterioration has occurred. Any unexpected deterioration, while unlikely, would increase the cost of the project. Additionally, the top flanges of the cast-in-place beams are 5'-5" wide and only 2" thick at the flange tip, see **Figure 8**. Since the flanges are thin, special deck demolition techniques may be necessary to safely remove the existing deck without damage to the beams.

Typically, major rehabilitation of bridges is completed to get a structure to the end of its service life. We have reviewed the repairs typically done to existing structures in and around the city, including

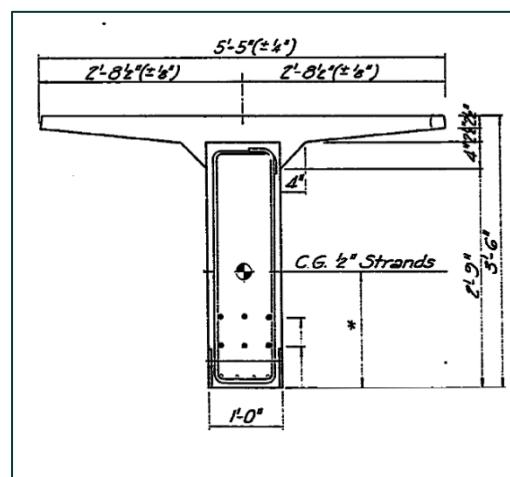


Figure 8 – Existing Girder Detail

selective deck removal and pier cap repair repair. While these are viable repair options for the 1st Street Bridge, they are unlikely to deliver the full 75+ year design life the city desires.

A major rehabilitation of the 1st Street Bridge will require replacement of much of the existing superstructure and a large portion of the existing substructure due to deterioration and construction type. The construction cost for completing the above items involved in a major rehabilitation will likely be in the \$4.5-5.0 million range.

Replacement Option – Initial Cost

The replacement option would completely remove the existing structure and replace it with one similar in length and span configuration to the downstream Douglas Avenue Bridge. This would reduce the bridge from the current seven spans to three or four spans. A three span bridge would result in a 155' main span, requiring steel plate girders. A four span option would result in a maximum span length of approximately 110', allowing prestressed girders to be used as the superstructure but adding one more substructure. Using a similar footprint of 397' long and 70' wide, the construction cost for a new bridge at this location is expected to be \$4-\$4.5 million. The low end of the range can be expected for a prestressed girder bridge and the high end for a steel girder bridge.

A new bridge will have a design life expectancy of at least 75 years. Well maintained, a life of 100 years can be achieved. See [Appendix E](#) for more detailed cost information.

Life Cycle Cost Analysis

A life cycle cost analysis was completed for both options above, rehabilitation and replacement. For the replacement option, a 4-span prestressed concrete girder superstructure was assumed in the analysis, a steel girder option would have slightly higher life cycle costs. The life cycle cost analysis assumed repairs at 15 years, 35 years, 60 years, and 80 years. More extensive rehabilitations were assumed at 25 years, 45 years, 70 years, and 90 years.

The summary of the costs associated with each option is included in the tables below. The costs shown are 2025 dollars. [Table 6](#) shows the life cycle costs for the rehabilitation option, [Tables 7 and 8](#) shows life cycle costs for the new construction options (prestressed or steel girders).

Table 6 - Rehab Bridge			
Age	Work Items Included	Type	Cost
15	·Deck: Seal ·Substructure: Seal ·Joints: Repair	Repair 1	\$25,000
25	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 1	\$910,000
35	·Deck: Repair ·Substructure: Seal ·Overlay: Repair ·Joints: Repair	Repair 2	\$387,000
45	·Deck: Replace ·Girders: Repair ·Substructure: Repair & Seal ·Bearings: Replace	Rehab 2	\$2,187,000
60	·Deck: Seal ·Substructure: Seal ·Joints: Repair	Repair 3	\$25,000
70	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 3	\$919,000
80	·Deck: Repair ·Girders: Repair ·Substructure: Seal ·Overlay: Repair ·Joints: Repair	Repair 4	\$387,000
90	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 4	\$2,331,000
		Total	\$7,171,000

Table 7 - New Prestressed Girder Bridge (4 Span)			
Age	Work Items Included	Type	Cost
15	·Deck: Seal ·Substructure: Seal ·Joints: Repair	Repair 1	\$25,000
25	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 1	\$745,000
35	·Deck: Repair ·Substructure: Seal ·Overlay: Repair ·Joints: Repair	Repair 2	\$224,000
45	·Deck: Replace ·Girders: Repair ·Substructure: Repair & Seal ·Bearings: Replace	Rehab 2	\$1,923,000
60	·Deck: Seal ·Substructure: Seal ·Joints: Repair	Repair 3	\$25,000
70	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 3	\$753,000
80	·Deck: Repair ·Girders: Repair ·Substructure: Seal ·Overlay: Repair ·Joints: Repair	Repair 4	\$224,000
90	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 4	\$1,970,000
		Total	\$5,889,000

Table 8 - New Steel Girder Bridge (3 Span)			
Age (yr)	Work Items Included	Type	Cost
15	·Deck: Seal ·Substructure: Seal ·Joints: Repair	Repair 1	\$25,000
25	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 1	\$886,000
35	·Deck: Repair ·Substructure: Seal ·Overlay: Repair ·Joints: Repair	Repair 2	\$224,000
45	·Deck: Replace ·Girders: Repair ·Substructure: Repair & Seal ·Bearings: Replace	Rehab 2	\$2,085,000
60	·Deck: Seal ·Substructure: Seal ·Joints: Repair	Repair 3	\$25,000
70	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 3	\$893,000
80	·Deck: Repair ·Girders: Repair ·Substructure: Seal ·Overlay: Repair ·Joints: Repair	Repair 4	\$224,000
90	·Deck: Repair ·Girders: Repair ·Substructure: Repair & Seal ·Overlay: Construct ·Joints: Replace ·Bearings: Repair	Rehab 4	\$2,128,000
			Total \$6,490,000

The primary drivers of the increased life cycle costs for the rehabilitation option are the expected repairs needed to the beams and substructure left in place.

A summary of the costs for rehabilitation and replacement are shown in **Table 9** below. Note that the costs included here account for only bridge related items, not overall project costs.

Table 9 - Summary of Costs			
Option	Construction Cost	Life Cycle Cost (90 years)	Total Cost
Rehabilitation	\$4.5-5.0 million	\$7.1 million	\$11.6-\$12.1 million
New Prestressed Girder Structure	\$4.0 million	\$5.9 million	\$9.9 million
New Steel Girder Structure	\$4.5 million	\$6.5 million	\$11.0 million
These costs are not total project costs; they only reflect the cost for the structural portion of the project.			

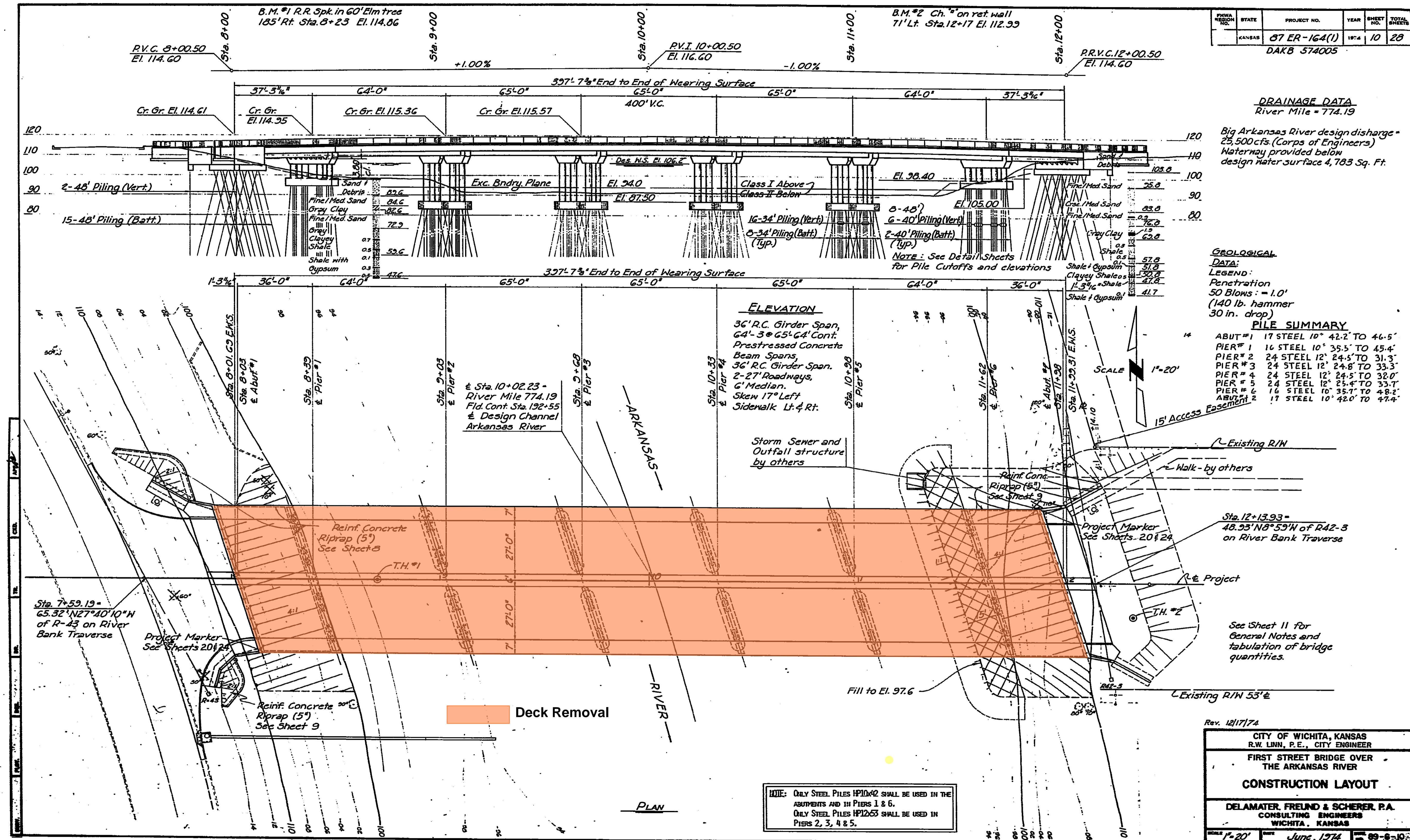
RECOMMENDATION

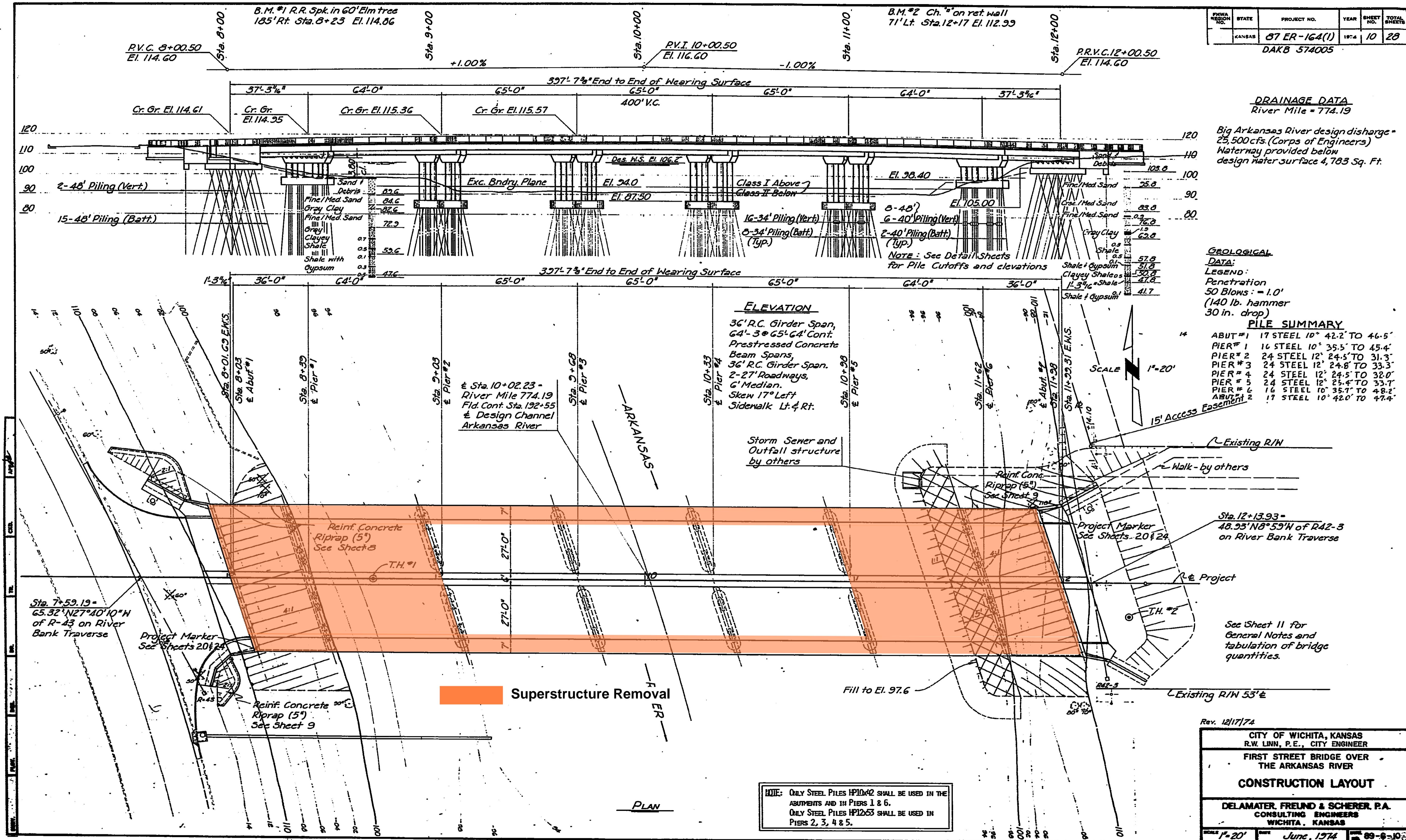
Complete replacement of the existing bridge with a new 3-lane structure (2-lanes eastbound, 1-lane westbound) is the recommended option. Additional lanes for bikes and pedestrians should also be included and will be evaluated during the next phase of the project. Replacement provides many benefits to the City compared to the rehabilitation option.

- The construction cost to rehabilitate the structure is greater than the cost for a new structure. When life cycle costs are included, this cost increase becomes even more pronounced.
- The City will own a structure with a 75 year or greater design life that will need minimal near term maintenance. Rehabilitation of the existing structure will introduce cold joints and other locations where water can infiltrate the structure, reduce future life, and increase the frequency of repairs.
- The rehabilitation option will still require removal and reconstruction of significant portions of the bridge, and working in the river, which increases both cost and complexity.
- The existing structure was built in 1974 and is over 50 years old. A major rehabilitation won't increase the service life of the entire structure, just the portion reconstructed, likely leading to increased maintenance costs of those portions not rehabilitated and ultimately a service life less 75 years as desired by the city.
- There are inherent unknown risks involved in a major rehabilitation that may significantly increase the cost or schedule. The replacement option eliminates many of the unknown risks associated with a rehabilitation.
- Aesthetics or artwork can be more easily incorporated into a new design.
- The number of piers located in the river will be reduced, opening up more of the river for recreation.

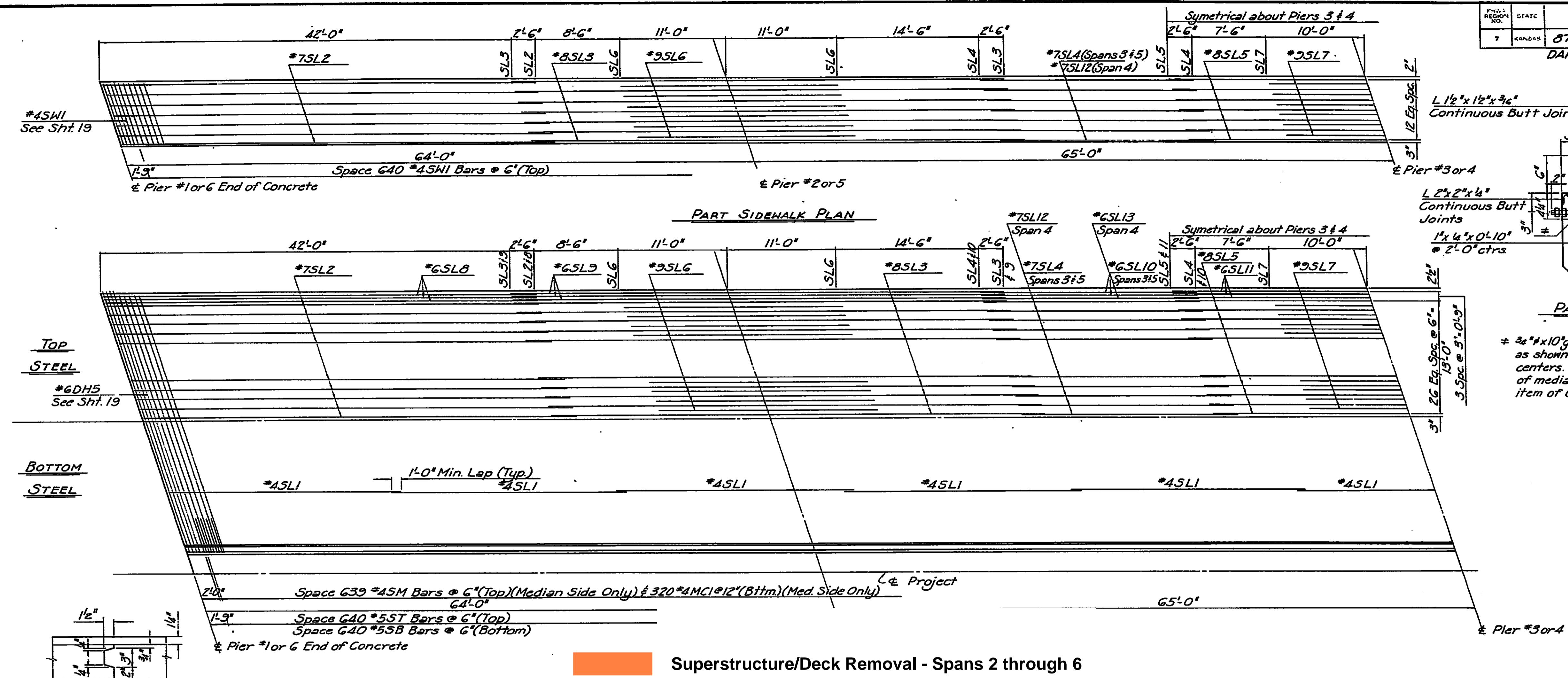
Appendix A

Bridge Rehabilitation Sketches





FILE REGION NO.	STATE	PRODUCT NO.	YEAR	SHEET NO.	TOTAL SHEET
7	KANSAS	87 ER-164(1)	1974	18	28



Superstructure/Deck Removal - Spans 2 through 6

TRANSVERSE JOINT DETAIL

Pipe hanger info
Space @ 8'-0"
See Sheet 11

A technical drawing showing a flange assembly. The top part is a horizontal plate labeled "45WT" at the top left and "2 1/2" at the top right. It has a central vertical slot and a small protrusion on the left. Below it is a T-shaped base labeled "3/4" D at the top center. A vertical pipe labeled "1" I.D. Pipe" is inserted through the base. To the left of the base, the text "serts" and "ctrs." is written vertically. The entire assembly is shown in orange.

Pick Up INSERT
Anodize or cadmium
plate after fabrication

Sc

Fld. Bend P.S. Beam Stirrups over Long. Steel thus

#55T

#45M (Median Side Only)

4'-4" back to back Curb L's

1'-0"

shown

2'-6" Curb

SPC @ 6"

1'-5" #4SL1 (Typ.)

#55B

1' clfr.

#4MC1

8"

Proj.

1'-11" 3'-3½" 5'-5"

L 6x8.2

TYPICAL ROADWAY SECTION

10'-4M1 @ 5"

1'-6" Pick Up Inserts 1'-6"

4'-5½"

10'-4M3 @ 5"

1'-3½" 1'-3½"

15'-4M2 @ 5" (Flare as shown)

A-A

B-B

10'-4M1 @ 5"

10'-4M3 @ 5"

1'-3" Pick Up 1'-3"

Inserts

10'-4M1 @ 5"

10'-4M2 @ 5"

SECTION A-A

TYPICAL PANEL

SECTION B-B

Latex Surface Course

Slope 3/16"/ft.

* 7" min. (Includes 1/4"

* 4 1/2"

27'-0"

1"

1"

* 4 1/2"

Slo

8'

1"

4'

7"

1"

1"

5'-5"

5'-5"

5'-5"

4'-7 1/2"

28'-5"

5 1/4"

Panel

5'-5 1/4"

Panel

39 Panels e 8'-0"

Panel Spacing Diagram

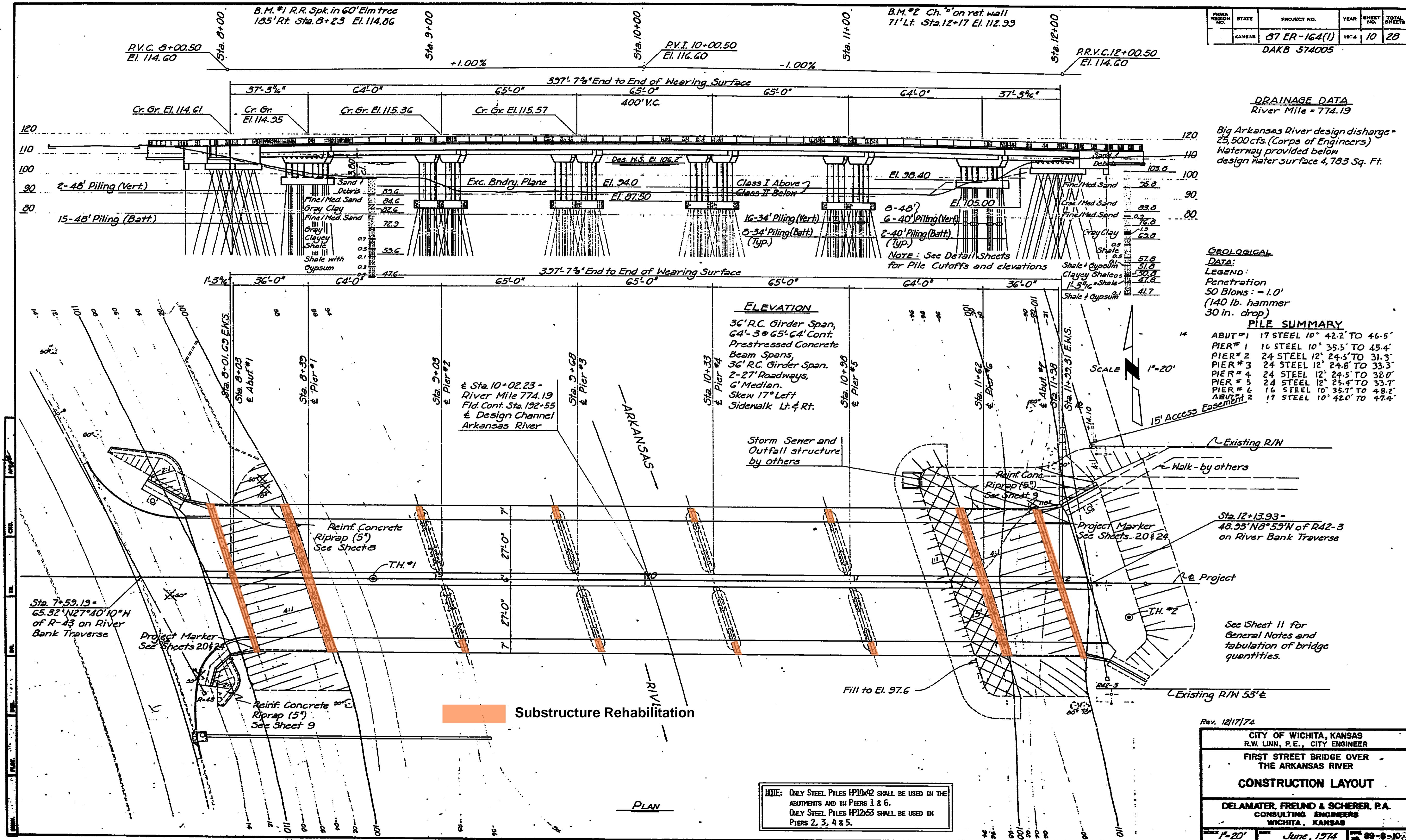
* Minimum thickness;
adjust final crown grade
as required to compensate
for actual camber
in beams.

1'-5" |  8' Pipe hanger inserts, spaced
@ 6'-0" ctrs, See Sheet 11
 $\frac{3}{4}$ " Continuous
Drop Groove

NOTE:
SEE SHEET 19 FOR SUPERSTRUCTURE NOTES.
Date: 10/29/71

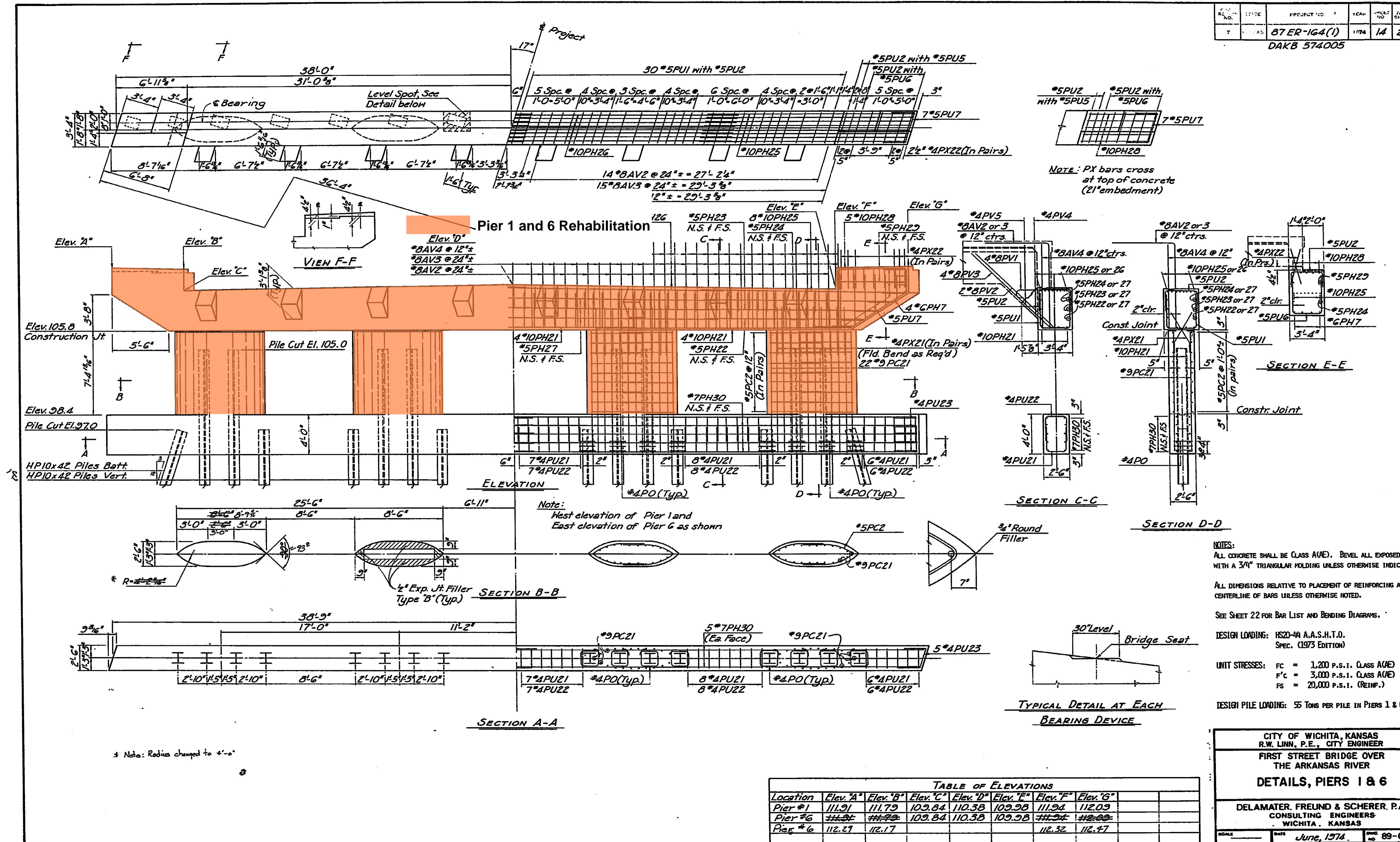
CITY OF WICHITA, KANSAS
R.W. LINN, P.E., CITY ENGINEER
FIRST STREET BRIDGE OVER
THE ARKANSAS RIVER

SUPERSTRUCTURE LAYOUT



FILE NO.	DATE	PROJECT NO.	TEAM	WKS NO.	NUMBER OF SHEETS
7	JUN 1974	87ER-164(1)	1-74	14	28

DAKB 574005



WA SION C.	STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
7	KANSAS	87 ER-164(1)	197	15	28

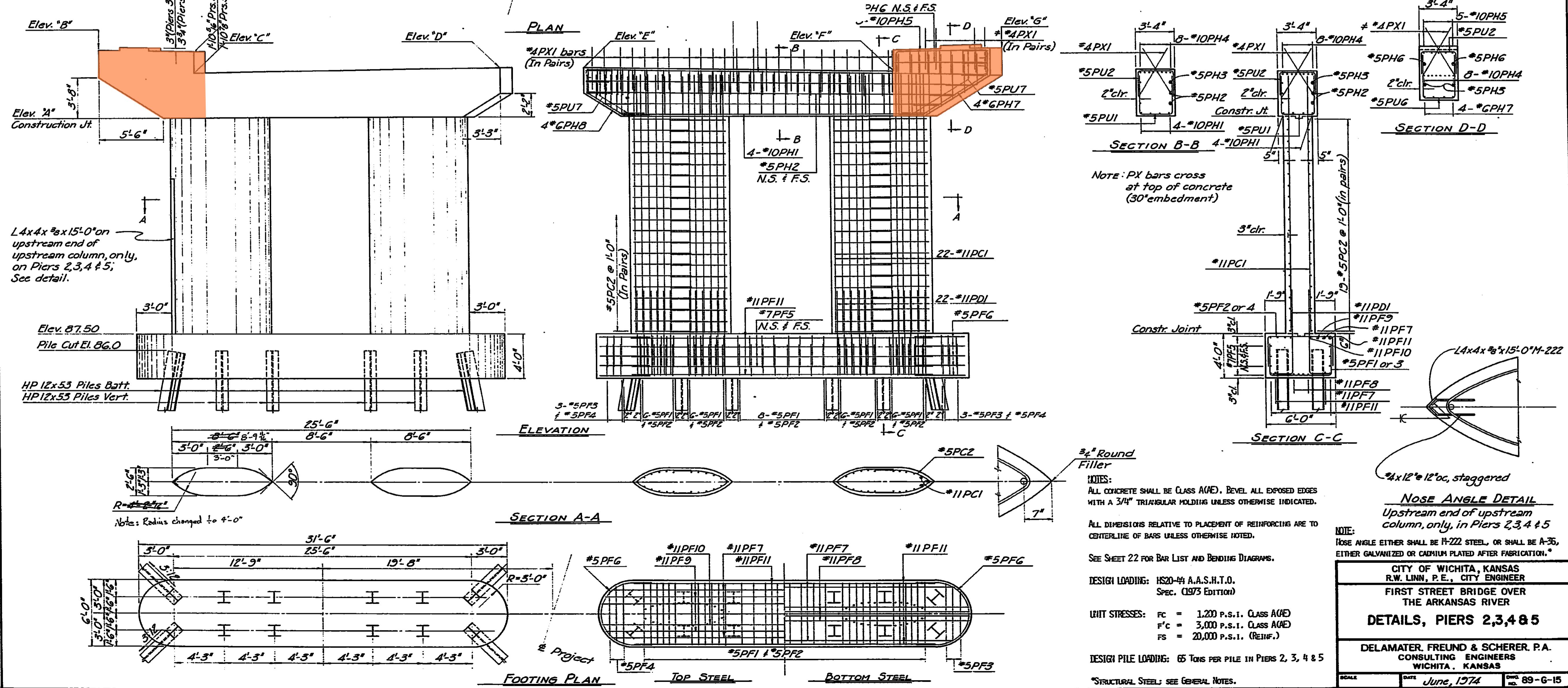
FIGURE OF ELEVATIONS

TABLE OF ELEVATIONS								
Location	Elev. "A"	Elev. "B"	Elev. "C"	Elev. "D"	Elev. "E"	Elev. "F"	Elev. "G"	
Pier #2	106.60	112.61	110.60	111.03	111.04	110.69	112.72	
Pier #3	106.84	112.90	110.84	111.25	111.25	110.87	112.94	
Pier #4	106.84	112.94	110.87	111.25	111.25	110.84	112.90	
Pier #5	106.60	112.72	110.69	111.04	111.03	110.60	112.61	

Note: Allowance for 2" camber in prestressed concrete beams included for computation of elevations.

*Omit PXI Bars at
sidewalk Beam
Piers #2 & #5*

Pier 2 through 5 Rehabilitation



Appendix B

Photos

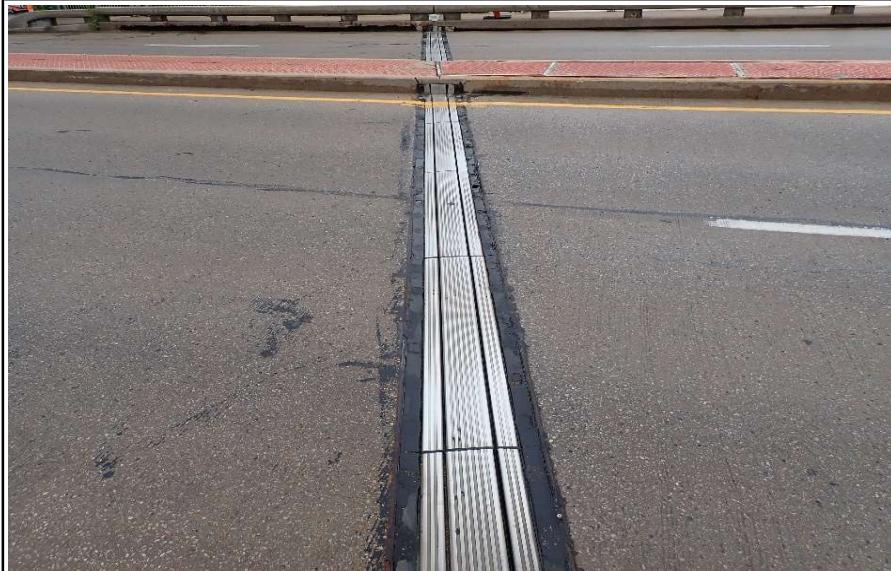
Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



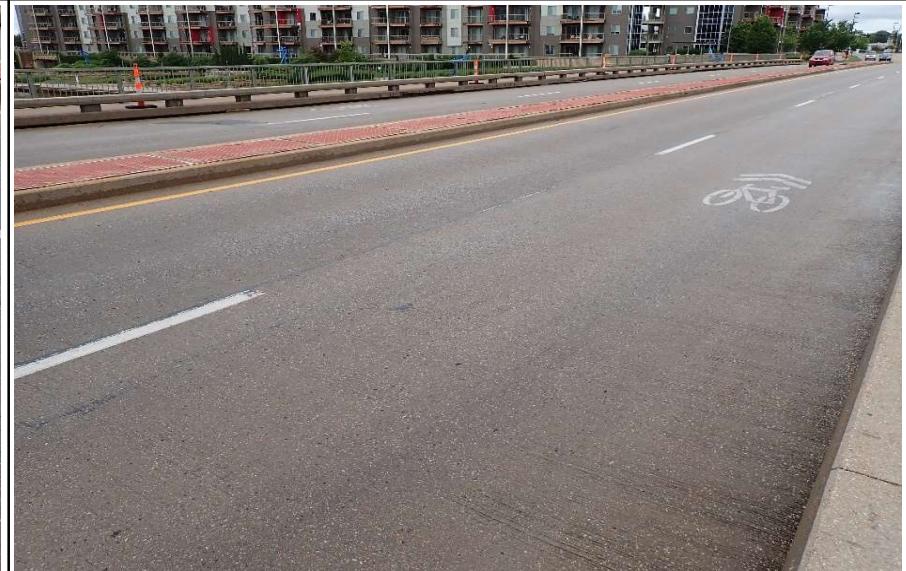
1 - East approach



2 - North sidewalk



3 - East joint



4 - Deck

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



5 - West joint



6 - North overhang west span



7 - Beam end condition span 2 beams 6-10



8 - Dia B9-10

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



9 - Beam 10



10 - Beam end condition B1-5



11 - Overall pier 1 east face



12 - Beam 1 south elevation

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



13 - Typical pier end condition



14 - Typical pier end condition



15 - Typical pier end condition



16 - Typical pier end condition

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



17 - North elevation



18 - Pier 6 south column



19 - Pier 6 south column



20 - Pier 6 south column

Bridge: 53040087000AR80
LPA # 070

Inspection Date: 5/29/2025

City/Co:

Wichita, KS

Inspector(s):

PCE-MJJ



21 - Pier 6 south column



22 - Pier 6 column 3



23 - Pier 6 column 4



24 - Pier 6 column 3

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



25 - Pier 6 column 3



26 - Pier 6 beam end condition beams 1-5



27 - Pier 6 beam end condition beam 6-10



28 - Span 6 beams 7-8 spalling

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



29 - Span 6 beams 7-8 spalling



30 - Pier 1 column 2



31 - Pier 1 column 2



32 - Pier 1 column 2

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



33 - Pier 1 column 2



34 - Pier 2 cap east face C1-C2



35 - Pier 1 east elevation



36 - West abutment

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



37 - Span 1 framing



38 - Span 3 south elevation



39 - Beam ends at pier 2 span 3



40 - Beam ends at pier 3 span 3

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



41 - Pier 2 south end east face



42 - Pier 2 north end east face



43 - Pier 3 north end west face



44 - Span 2 north elevation

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



45 - Span 3 north elevation



46 - Pier 4 east elevation



47 - Pier 4 north end west face



48 - Beam ends span 3 pier 3

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



49 - Beam ends span 3 pier 2



50 - Span 4



51 - Pier 4 north end



52 - Pier 5 south end west face

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



53 - Hairline cracking with efflorescence in span 5



54 - Span 5 beam ends at pier 4



55 - Span 6 beam 6 spall on stem



56 - South elevation

Bridge:	53040087000AR80	Inspection Date:	5/29/2025	City/Co:	Wichita, KS	Inspector(s):	PCE-MJJ
LPA #	070						



57 - South elevation



58 - Span 6 beam 6 spall on stem



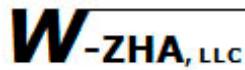
59 - Span 6 beam 6 spall on stem



60 - Span 6 beam 6 spall on stem

Appendix C

WZHA Report



OFFICE AND HOTEL MARKET ANALYSIS: WICHITA DOWNTOWN PLAN AREA

Prepared For:

Downtown Wichita

Prepared By:

W-ZHA, LLC

March 2025

INTRODUCTION

STUDY PURPOSE

The office and hotel market analyses herein will inform *Project Downtown 2035: The Downtown Wichita Action Plan* (“Project Downtown 2035”). Project Downtown 2035 is an update to Wichita’s previous Downtown Plan completed in 2010. Project Downtown 2035 will provide an updated vision and action plan for the Downtown Plan Area over the next decade.

The office and hotel market analyses and the residential market analysis conducted by Zimmerman/Volk Associates provide market-based metrics for potential future investment in the Downtown Plan Area.

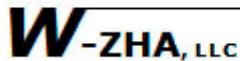
DOWNTOWN PLAN AREA

The Plan Area for Project Downtown 2035 extends from Kellogg Street to W. Murdock Avenue between N. Seneca Street and S. Washington Street. All references to the Downtown in this report refer to this Downtown Plan Area.

Figure 1

Project Downtown Boundaries





SUMMARY OF FINDINGS

ECONOMIC FRAMEWORK

Sedgwick County is the engine of Wichita's Metropolitan Area.

- Sedgwick County contained 81% of the Metro's 2023 population and accounted for essentially all the Metro's population growth between 2013 and 2023.
- Sedgwick County accounted for 88% of the Metropolitan Area's jobs in 2023 and 92% of the Metro's job growth between 2013 and 2023.

Over the next decade, Sedgwick County's population is projected to grow at an average annual rate consistent with growth experienced over the prior decade.

Unemployment in Wichita is low at 4%. Job forecasts by Moody's Analytics and Woods & Poole anticipate that overall job growth will slow over the next decade. The tight labor force, concerns over inflation, and supply chain issues likely impact these forecasts.

Over the next decade, industries typically occupying office space are projected to grow at a rate similar to that experienced between 2013 and 2023. According to Moody's Analytics forecasts, these industries will account for two-thirds of Sedgwick County's job growth over the next decade.

Downtown Initiatives

The third-party forecasts likely did not contemplate initiatives currently underway in Downtown Wichita, such as the BioMed Campus, Exploration Place's EP2 Initiative, and a planned mixed-use project next to Equity Bank Park (formerly Riverfront Stadium). These initiatives will impact Wichita's regional economy and Downtown's vitality.

Office Potential

The office market analysis concludes that over the next 10 years, there will be demand for 658,000 to 825,000 square feet of multi-tenant office space in Downtown. Existing excess vacant space will satisfy a portion of multi-tenant demand. Net of excess vacant space, there is the potential for 426,000 to 567,000 of additional Class A multi-tenant space Downtown. Class A multi-tenant office demand may be satisfied by the adaptive reuse or renovation of existing buildings Downtown to Class A office, co-working space, or new construction.

Given that approximately 270,000 square feet of owner-occupied space was developed in the Downtown between 2013 and 2023, the analysis assumes a 250,000 to 350,000 square foot allowance for new owner-occupied office development over the next decade.

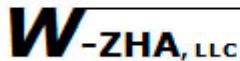


Table 1

**Office Potential
Downtown Wichita
2024 - 2034**

	Sq Ft	
	Lower	Higher
Office Demand Sq Ft (No Excess Vacancy Taken Out)		
Multi-Tenant Space	658,000	825,000
Owner Occupied New Construction Allowance	250,000	350,000
Sub-Total	908,000	1,175,000
Office Demand Sq Ft (After Existing Excess Vacancy Absorbed)		
Multi-Tenant Space	426,000	567,000
Owner Occ. New Construction Allowance	250,000	350,000
Total	676,000	917,000

Source: W-ZHA

With owner-occupied buildings, there is a potential market for 676,000 to 917,000 square feet of additional Class A office space over the next 10 years. This demand may be satisfied by the adaptive reuse or renovation of existing buildings Downtown to Class A office, co-working space, or new construction.

Developing a new multi-tenant Class A office building is costly and will require rents significantly above today's top rent of \$32 per square foot, gross. The number of tenants willing to pay the rent premium associated with new state-of-the-art Downtown office space is unknown, but it is likely a select group. The price of new construction has hampered new office development in the past.

With the economics of new construction in mind, many developers will likely look to upgrade existing Downtown buildings. These developers will take advantage of incentives like historic tax credits and Downtown opportunity zones to deliver quality office space at a lower cost and, consequently, a more reasonable Class A rental rate.

Whether new construction or rehabilitation, the most competitive office sites will be near parking reservoirs like parking structures and surface parking lots.

HOTEL MARKET POTENTIAL

The hotel market analysis evaluated market growth to determine Downtown's hotel room potential. The hotel market analysis does not anticipate any significant change to the Century II Convention Center. However, the analysis includes an additional 100 hotel room allowance to support Century II's operations. A recent feasibility analysis concluded that an additional 100 rooms at Century II will make it more competitive for conventions.

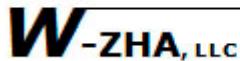


Table 2

Upper Midscale-Plus and Convention Hotel Rooms^{/1}		
Downtown Plan Area		
2024 - 2034		

	Base	More Aggressive
Net New Downtown Hotel Rooms 2024 - 2034 ^{/1}	430	560
Convention Hotel Allowance	100	100
Total	530	660

1. Net of new AC Hotel.

Source: W-ZHA

The hotel market analysis concludes that there is a market for an additional 430 to 560 hotel rooms Downtown, net of the AC Marriott. With the convention hotel room allowance, Downtown's hotel room inventory has the potential to grow by 530 to 660 rooms between 2024 and 2034.

ECONOMIC FRAMEWORK

SOCIAL DEMOGRAPHIC TRENDS

Table 3

Population Trends							
United States, Kansas, Wichita MSA, Sedgwick County							
2010, 2020, 2024							
000's							

	2010	2020	2024	2010-'20		2020-'24		2010-'24	
				Change	CAGR	Change	CAGR	Change	CAGR
United States					0.7%			0.5%	0.7%
Kansas	2,853.1	2,937.9	2,954.3	84.8	0.3%	16.4	0.1%	101.2	0.2%
Wichita MSA*	623.1	647.6	655.7	24.5	0.4%	8.1	0.3%	32.6	0.4%
Sedgwick County	498.4	523.8	530.9	25.5	0.5%	7.1	0.3%	32.5	0.5%

* Wichita Metropolitan Area consists of Butler, Harvey, Sedgwick, and Sumner counties.

Source: United States Census for 2010 and 2020; ESRI 2024; W-ZHA

The Wichita Metro Area comprises Butler, Harvey, Sedgwick, and Sumner counties. From 2010 to 2024, it grew faster than the State of Kansas and slower than the U.S.

Sedgwick County is the engine of the Wichita Metro Area. It contains 81% of the Metro's population and accounted for almost all (99.7%) of its population growth between 2010 and 2024.

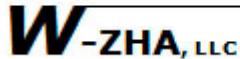


Table 4

**Demographic Trends
United States and Wichita MSA
2010 and 2024**

	United States		Wichita MSA	
	2010	2024	2010	2024
% White	72.4%	60.3%	79.7%	70.6%
% Hispanic	16.3%	19.6%	11.6%	15.3%
Diversity Index ¹	60.2	72.5	48.7	61.3

1. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: ESRI; W-ZHA

Like the Nation, the Wichita Metro Area has grown more diverse. However, its demographic profile has not changed significantly.

Table 5

**Social Economic Characteristics
United States and Wichita Metropolitan Area
2024**

Characteristic	U.S.	Wichita MSA
Educational Attainment		
% Bachelor's Degree	23%	21%
% Professional Degree	14%	12%
% of Pop 25-34 Yrs Old		
Median Age	39.3	37.1
Income		
Household Median	\$79,068	\$69,478
Per Capita	\$43,829	\$37,242
Mean Wage (May 2023)	\$65,470	\$55,030

Source: ESRI; Bureau of Labor Statistics W-ZHA

Educational attainment in the Wichita Metro Area is below the national average, as are average income and wages. Wichita's lower wages and income have been cited as potential economic development constraints as local companies work to recruit employees nationally.

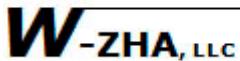


Table 6

**Population Compound Average Annual Growth Rate Projections
Kansas, Wichita MSA, Sedgwick County
2024, 2029, 2034**

	2024 - 2029	2029 - 2034	2024 - 2034
	CAGR	CAGR	CAGR
Kansas	0.49%	0.46%	0.48%
Wichita MSA*	0.49%	0.41%	0.45%
Sedgwick County	0.60%	0.50%	0.55%

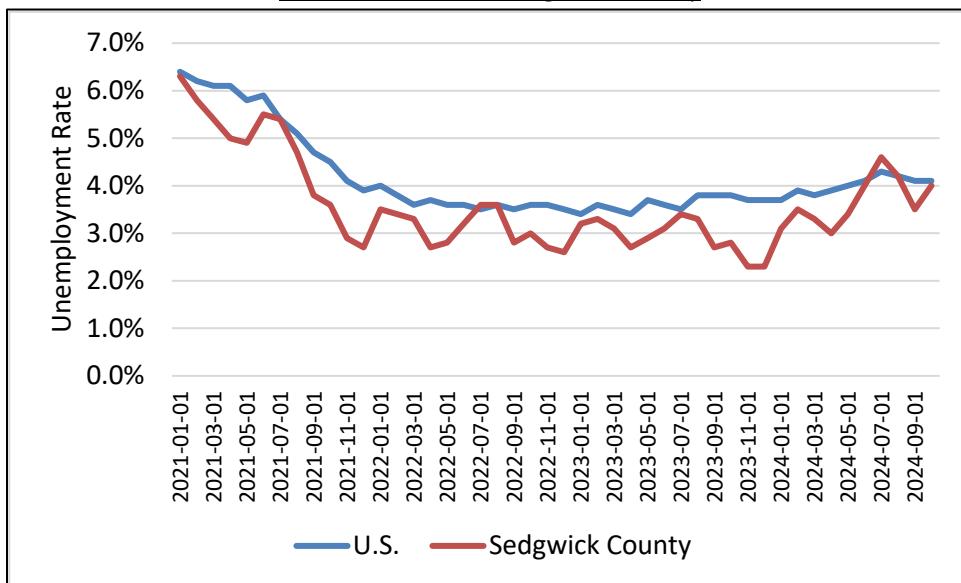
* Wichita Metropolitan Area consists of Butler, Harvey, Sedgwick, and Sumner counties.

Source: Wichita State University: The Center for Economic Development and Business Research;
W-ZHA

According to WSU's Center for Economic Development and Business Research projections, Sedgwick County's population will grow slightly faster than the State over the next 10 years. The County will grow somewhat faster than it did between 2010 and 2024 (0.5%). Growth is forecast to be faster over the next five years than the latter five years of the projection period.

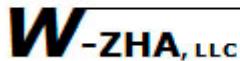
Figure 2

**Quarterly Unemployment Rates
United States and Sedgwick County**



Source: FRED: Federal Reserve Bank of St. Louis; W-ZHA

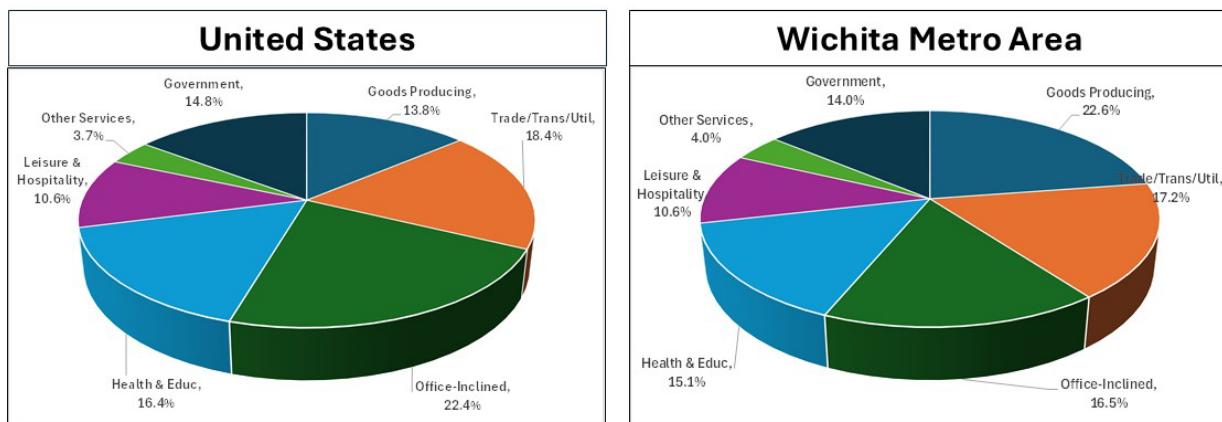
According to the Federal Reserve Bank of St. Louis, Sedgwick County's unemployment rate was 4.0% as of October 2024. The County's unemployment rate has generally been below the national rate over the



last three years. Generally, an unemployment rate between 3% and 4% indicates full employment. With full employment, businesses struggle to find labor and compete for strong prospects. The tight labor market contributes to Wichita's projected slower employment growth rate over the next decade.

Figure 3

Jobs by Industry
United States and the Wichita Metropolitan Area
2023



Source: U.S. Bureau of Labor Statistics; Moody's Analytics; W-ZHA

Compared to the U.S. economy, Wichita has a higher share of its jobs in goods-producing industries. The region's aeronautics industry and Cargill contribute to these jobs. The Wichita Metro has a smaller share of its employment in the information, financial activities, and professional and business services industry groups. Industries in these groups typically occupy office space; thus, they are categorized as "office-inclined." Office-inclined industries contain 16.5% of the region's jobs compared to the national economy, where these industries account for 22.4% of jobs.

Table 7

Establishments by Size U.S., Kansas, Wichita MSA 2022			
Establishment Size	U.S.	Kansas	Wichita MSA
< 20 Employees	85.8%	85.0%	82.9%
20 - 49 Employees	8.9%	9.5%	10.7%
50-99 Employees	2.9%	3.1%	3.7%
100-499 Employees	2.1%	2.2%	2.5%
500 -999 Employees	0.2%	0.2%	0.2%
1,000-Plus Employees	0.1%	0.1%	0.1%

Source: County Business Patterns; W-ZHA



As in the U.S., over 90% of the businesses in the Wichita Metro Area are small, with less than 50 employees. Note that government employment is not included in the County Business Patterns data.

Table 8

Industry	Establishments by Industry and Size						
	Wichita Metropolitan Area						
	2022						
Establishment Size (Employees)							
Industry	< 20	20-49	50-99	100-249	250-499	500-999	1000+
Goods Producing	14%	14%	21%	23%	28%	48%	40%
Trade/Transportation/Utilities	20%	25%	19%	27%	28%	0%	0%
Office-Inclined	31%	18%	18%	18%	25%	33%	0%
Education and Health Services	14%	18%	19%	21%	19%	19%	60%
Leisure & Hospitality	9%	26%	23%	11%	0%	0%	0%
Other Services	12%	5%	6%	2%	0%	0%	0%
Total	100%	100%	100%	100%	100%	100%	100%

Source: County Business Patterns; W-ZHA

Goods-producing industries tend to be large. Companies like Spirit AeroSystems, Textron Aviation, Johnson Controls, and Cargill Protein are classified as goods-producing and employ over 1,000 people each.

Education and health services establishments also tend to be large. Ascension Via Christi Health, Inc. is the largest healthcare provider in Kansas and Wichita. The Wesley Healthcare network is also a large health industry employer in Wichita.

Office-inclined industries account for a significant share of both small and large establishments. Establishments with less than 50 employees are generally not big enough to be “anchor” office tenants. Anchor tenants are necessary to finance the development of new multi-tenant office space.

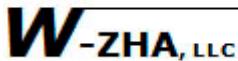


Table 9

Non-Farm Job Trends Wichita Metropolitan Area 2013 and 2023 (000s)						
	2013		2023		2013-2023	
	Jobs	%	Jobs	%	Jobs	CAGR
Goods Producing	67.2	23.2%	70.5	22.6%	3.3	0.5%
Construction	14.0	4.8%	17.4	5.6%	3.4	2.2%
Manufacturing	52.0	17.9%	52.4	16.8%	0.4	0%
Trade/Transport/Utilities	50.9	17.6%	53.5	17.2%	2.6	0.5%
Office-Inclined	47.9	16.5%	51.4	16.5%	3.5	0.7%
Information	4.3	1.5%	3.6	1.2%	(0.7)	(1.79%)
Financial Activities	10.7	3.7%	12.7	4.1%	1.9	1.7%
Professional & Business Services	10.5	3.6%	13.3	4.3%	2.8	2.4%
Management of Companies	3.6	1.2%	4.5	1.4%	0.9	2.2%
Administrative & Waste Management	18.7	6.5%	17.3	5.6%	(1.4)	(0.78%)
Education and Health Services	44.0	15.2%	47.1	15.1%	3.0	0.7%
Health Care & Social Assistance	38.7	13.3%	42.4	13.6%	3.7	0.9%
Leisure & Hospitality	29.3	10.1%	33.0	10.6%	3.8	1.2%
Other Services	9.5	3.3%	12.6	4.0%	3.0	2.8%
Government	41.2	14.2%	43.5	14.0%	2.3	0.6%
Total	290.1	100%	311.6	100%	21.6	0.7%

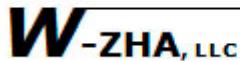
Source: Moody's Economy.com ; W-ZHA

Between 2013 and 2023, some of the highest job gains in the Metro Area occurred in office-inclined industries, which grew by approximately 3,500 jobs. Other industry groups with strong job growth during this period were leisure and hospitality, health care and social assistance, and construction.

Table 10

Non-Farm Job Trends Sedgwick County 2013 and 2023 (000s)						
	2013		2023		2013-2023	
	Jobs	%	Jobs	%	Jobs	CAGR
Goods Producing	58.2	23.6%	60.1	22.5%	1.8	0.3%
Construction	12.0	4.8%	14.6	5.5%	2.7	2.0%
Manufacturing	45.6	18.4%	45.1	16.9%	(0.5)	(0.1%)
Transportation Equipment Manuf.	29.3	11.8%	27.5	10.3%	(1.7)	(0.6%)
Trade/Transport/Utilities	44.7	18.1%	47.4	17.7%	2.7	0.6%
Office-Inclined	45.0	18.2%	47.8	17.9%	2.8	0.6%
Information	4.2	1.7%	3.4	1.3%	(0.7)	(1.94%)
Financial Activities	9.3	3.8%	11.2	4.2%	2.0	1.9%
Professional & Business Services	9.6	3.9%	12.3	4.6%	2.7	2.5%
Management of Companies	3.5	1.4%	4.2	1.6%	0.7	1.8%
Administrative & Waste Management	18.4	7.4%	16.6	6.2%	(1.8)	(1.03%)
Education and Health Services	36.3	14.7%	39.3	14.7%	3.0	0.8%
Health Care & Social Assistance	31.6	12.8%	35.2	13.2%	3.6	1.1%
Leisure & Hospitality	24.7	10.0%	28.7	10.7%	4.0	1.5%
Other Services	8.4	3.4%	11.2	4.2%	2.8	3.0%
Government	29.9	12.1%	32.8	12.3%	2.8	0.9%
Total	247.2	100%	267.2	100%	19.9	0.8%

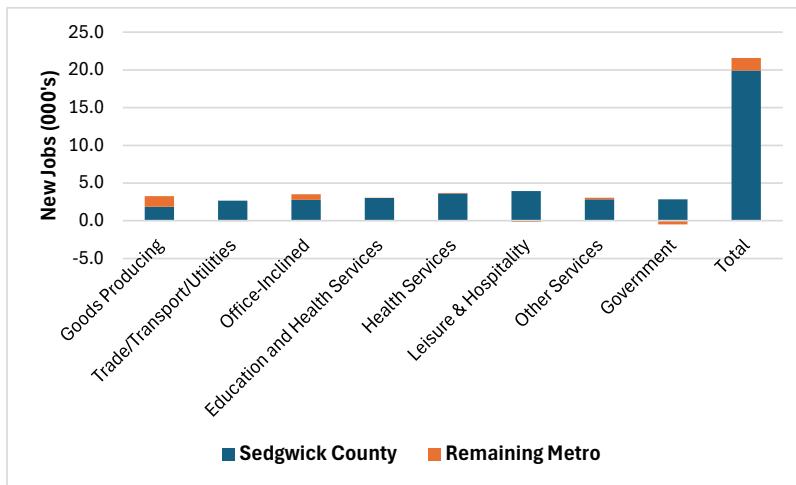
Source: Moody's Economy.com ; W-ZHA



Between 2013 and 2023, Sedgwick County's jobs grew slightly faster than the Metro's. Over 92% of Wichita Metro's job gains between 2013 and 2023 occurred in Sedgwick County.

Figure 4

Jobs by Industry and Location, 2023



Source: Moody's Analytics *Economy.com*; W-ZHA

Sedgwick County contains 88% of the Metro's total jobs. Sedgwick County contains 97% of the region's health care and social services jobs and 93% of the region's office-inclined jobs.

Moody's Analytics and Woods & Poole are recognized sources of economic data and forecasts. Both sources forecast a slower rate of growth over the next decade. Economists have pointed to the region's tight labor supply, inflation, and potential supply chain issues as economic growth constraints.

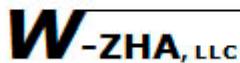
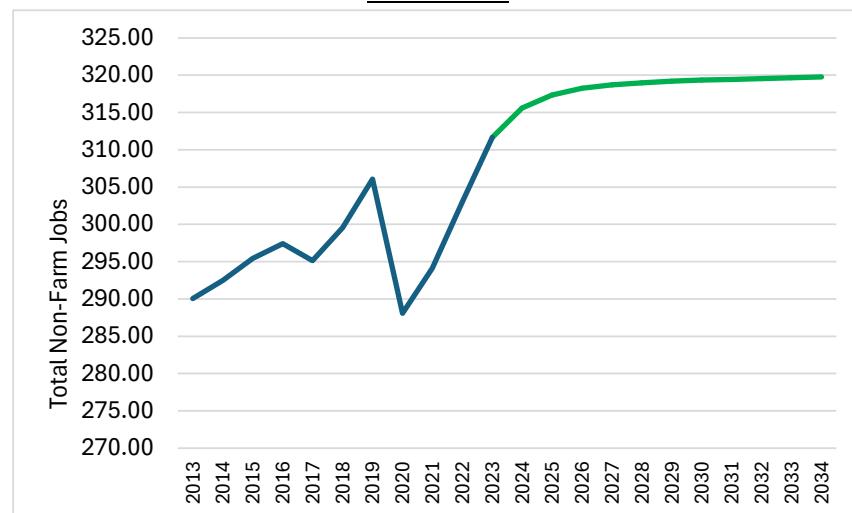


Figure 5

Moody's Analytics Job Trends and Projections

Wichita Metropolitan Area

2013 - 2034



Source: Moody's Analytics *Economy.com*; W-ZHA

Moody's Analytics bases its forecast on Bureau of Labor Statistics data for covered employment. This data excludes self-employed individuals and sole proprietorships. From 2024 to 2034, Moody's Analytics projects total Metro jobs to grow by a compound average annual growth rate of 0.1%, much slower than that experienced between 2013 and 2023 (0.7%). As illustrated in Figure 5, growth slows in the latter portion of the 10-year projection period.

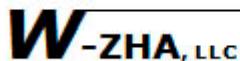
Table 11

Non-Farm Job Forecast Wichita Metropolitan Area 2024, 2029, 2034 000's									
	2024	2029	2034 ^{/1}	2024 - '29		2029 - '34		2024 - '34	
	Jobs	Jobs	Jobs	Jobs	CAGR	Jobs	CAGR	Jobs	CAGR
Goods Producing	71.9	73.5	72.3	1.6	0.4%	(1.2)	(0.3%)	0.4	0.1%
Construction	17.8	17.8	17.3	0.1	0.1%	(0.5)	(0.6%)	(0.4)	(0.3%)
Manufacturing	53.4	54.8	54.2	1.4	0.5%	(0.6)	(0.2%)	0.8	0.1%
Transport Equipment	29.5	31.0	31.0	1.4	1.0%	0.0	0.0%	1.5	0.5%
Trade/Transport/Utilities	55.1	55.6	55.2	0.5	0.2%	(0.4)	(0.1%)	0.1	0.0%
Office-Inclined ^{/2}	50.7	52.4	53.8	1.8	0.7%	1.4	0.5%	3.2	0.6%
Education	4.6	4.6	4.8	0.0	0.1%	0.1	0.6%	0.2	0.4%
Health Care and Social Services	44.3	44.6	44.8	0.4	0.2%	0.2	0.1%	0.5	0.1%
Leisure & Hospitality	32.8	32.1	32.3	(0.6)	(0.4%)	0.2	0.1%	(0.4)	(0.1%)
Other Services	13.1	13.2	13.3	0.2	0.3%	0.1	0.2%	0.3	0.2%
Government	43.3	43.1	43.2	(0.2)	(0.1%)	0.1	0.0%	(0.1)	(0.0%)
Total Non-Farm	315.6	319.2	319.8	3.6	0.2%	0.6	0.0%	4.2	0.1%

1. Extrapolated to 2034 from 2032 and 2033 growth rate.

2. Office inclined industries include Information, Financial Services, and Professional and Business Services.

Source: Moody's *economy.com*, "Detailed Employment Forecasts"; W-ZHA



Moody's relatively slow growth forecast between 2029 and 2034 is due to projected job losses in goods-producing industries. We do not know why Moody's forecasts these losses, but other economists have pointed to concerns about inflation and supply chain issues.

Office-inclined industries are projected to experience the greatest job gains between 2024 and 2034, accounting for over three-quarters (76%) of total Metro job growth. Office-inclined jobs are forecast to grow at a slightly lower rate (0.6% CAGR) than they did between 2013 and 2023 (0.7% CAGR).

Table 12

Sedgwick County (000's) 2024, 2029, 2034 000's									
	2024	2029	2034 ^{1/}	2024 - '29		2029 - '34		2024 - '34	
	Jobs	Jobs	Jobs	Jobs	CAGR	Jobs	CAGR	Jobs	CAGR
Goods Producing	61.3	62.8	61.9	1.5	0.5%	(0.9)	(0.3%)	0.6	0.1%
Construction	15.0	15.1	14.7	0.1	0.1%	(0.4)	(0.5%)	(0.3)	(0.2%)
Manufacturing	46.0	47.3	46.9	1.3	0.6%	(0.4)	(0.2%)	0.9	0.2%
Transport Equipment	28.7	30.0	30.1	1.4	0.9%	0.0	0.0%	1.4	0.5%
Trade/Transport/Utilities	48.8	49.3	49.0	0.5	0.2%	(0.3)	(0.1%)	0.2	0.1%
Office-Inclined ^{/2}	47.1	48.7	50.1	1.7	0.71%	1.4	0.55%	3.1	0.6%
Education	4.0	4.1	4.2	0.0	0.2%	0.1	0.7%	0.2	0.4%
Health Care and Social Services	36.8	37.1	37.4	0.4	0.2%	0.2	0.1%	0.6	0.2%
Leisure & Hospitality	28.5	27.9	28.2	(0.5)	(0.4%)	0.2	0.2%	(0.3)	(0.1%)
Other Services	11.6	11.8	11.9	0.2	0.3%	0.1	0.2%	0.3	0.2%
Government	32.6	32.5	32.6	(0.1)	(0.1%)	0.1	0.1%	0.0	0.0%
Total Non-Farm	270.7	274.3	275.3	3.6	0.3%	1.0	0.1%	4.6	0.2%

1. Extrapolated to 2034 from 2032 and 2033 growth rate.

2. Office inclined industries include Information, Financial Services, and Professional and Business Services.

Source: Moody's economy.com, "Detailed Employment Forecasts"; W-ZHA

Sedgwick County is forecast to grow faster than the Metro Area because Sedgwick County is not expected to lose as many goods-producing jobs over the next decade. Most, if not all, of the Metro's job growth in the office-inclined, health services, and education industry groups is expected to occur in the County.

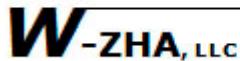
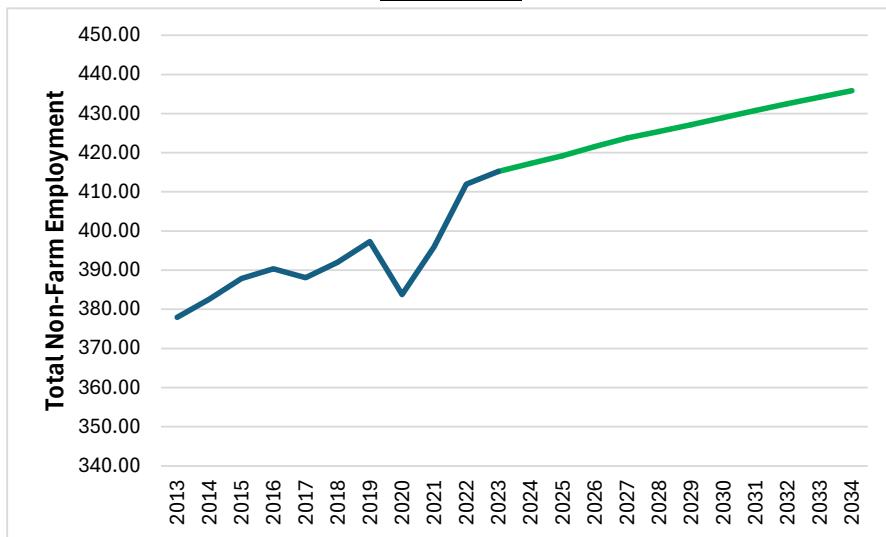


Figure 6

Woods & Poole Job Trends and Projections

Wichita Metropolitan Area

2013 - 2034



Source: Woods & Poole; W-ZHA

The Woods & Poole data include full-time and part-time workers by place of work. Woods & Poole data includes wage and salary employment, proprietors, private household employees, and miscellaneous workers. Because the Woods & Poole data incorporates more types of workers than Moody's Analytics, the number of workers is higher with Woods & Poole.

Woods & Poole's data indicates that between 2013 and 2023, the Wichita Metro Area's employment grew at a compound average rate of 0.94%. Woods & Poole forecasts that the employment growth rate will slow over the next 10 years due to job losses in the manufacturing, trade, transportation, and utilities industries.

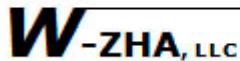
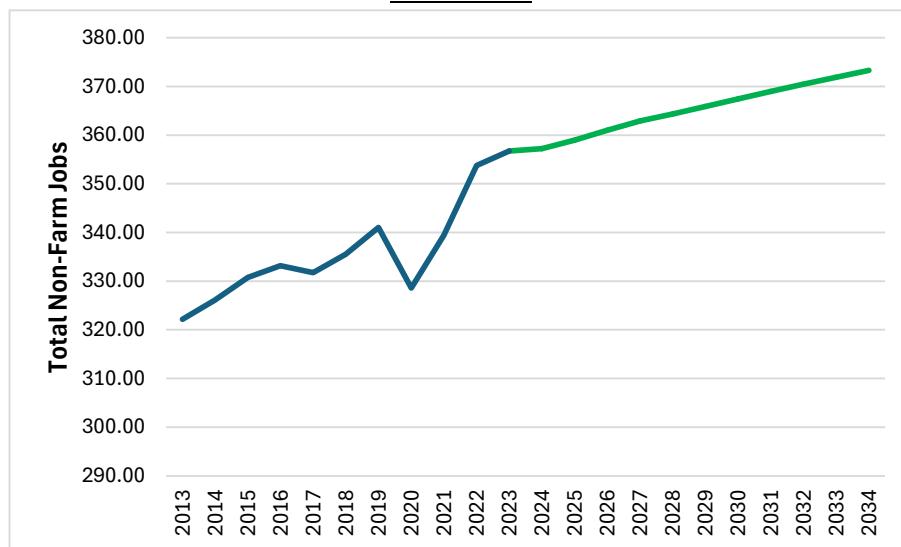


Figure 7

Woods & Poole Job Trends and Projections

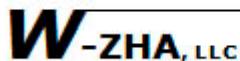
Sedgwick County

2013 - 2034



Source: Woods & Poole; W-ZHA

Like Moody's Analytics, Sedgwick County's employment growth is also projected to slow over the next decade. Woods & Poole forecasts that over the next decade, Sedgwick County will capture most, if not all, of the job growth in the office-inclined, health services, and education industries.



IMPORTANT DOWNTOWN INITIATIVES

THE WICHITA BIOMEDICAL CAMPUS

Overview

The Wichita Biomedical Campus (BioMed Campus) is a collaboration between Wichita State University (WSU), WSU Tech, and the University of Kansas (KU). It will be a central hub for health sciences research and education in Downtown Wichita.

The first phase includes a state-of-the-art facility (350,000 square feet) designed to integrate various health-related academic programs and foster interdisciplinary collaboration and innovation. As such, it is poised to impact the region's health-science education and economy. Scheduled to open for classes in early 2027, Phase 1 will emphasize applied learning.

Phase 2 is still in the planning stages and is expected to add approximately 100,000 square feet to the BioMed Campus. It will be developed on what is now the Transit Center Downtown. Phase 2 will continue to emphasize applied learning and applied research.

The BioMed Campus' academic emphases include:

Medical Education: The campus will house portions of the Wichita branches of the KU School of Medicine and the KU School of Pharmacy

Health Professions Training: WSU's College of Health Professions will relocate to the new campus, offering programs in nursing, physical therapy, medical laboratory sciences, and public health sciences.

Allied Health Programs: WSU Tech will contribute its health professions programs, including training for emergency medical technicians and other allied health roles.

Biomedical Engineering: WSU's Biomedical Engineering Department will offer undergraduate and graduate programs at the Campus. These programs integrate engineering principles with biological sciences, focusing on areas such as biomaterials, biomechanics, and medical imaging.

The BioMed Campus will accommodate approximately 3,000 students and 200 faculty.

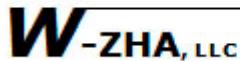
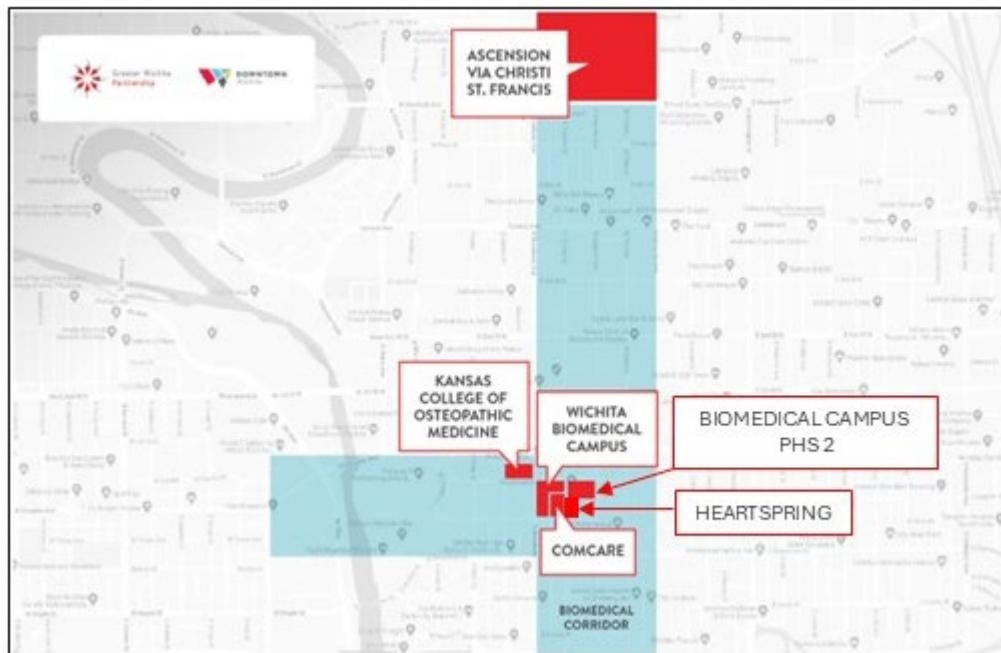


Figure 8

BioMed Campus Location and Other Medical/Education Anchors



The BioMed Campus will complement existing Downtown health-related anchors such as Ascension Via Christi St. Francis Hospital and the Kansas College of Osteopathic Medicine. It will also complement planned anchors like Sedgwick County's COMCARE facility and Heartspring.

Just as WSU's National Institute for Aviation Research (NIAR) and Innovation Campus have supported the aeronautics industry, the opportunity is for BioMed interests to partner with hospitals and healthcare providers to position Wichita as a hub for healthcare innovation. WSU has already announced a new Institute for Rehabilitation Medicine and Assistive Technology (IRMAT). IRMAT will bring together a variety of Wichita collaborators to conduct clinical trials of new devices to improve the lives of those with physical and cognitive disabilities.

Wichita's Innovation Campus Precedent

WSU's Innovation Campus is a similar applied learning/research initiative that has generated significant investment in Wichita. WSU converted what was a golf course into the Innovation Campus. Together with NIAR, WSU's Innovation Campus supports the aerospace industry by providing research services and facilities, as well as specialized training programs for aerospace professionals and students. The Innovation Campus offers a unique combination of hands-on education, research, and industry collaboration.

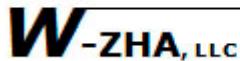
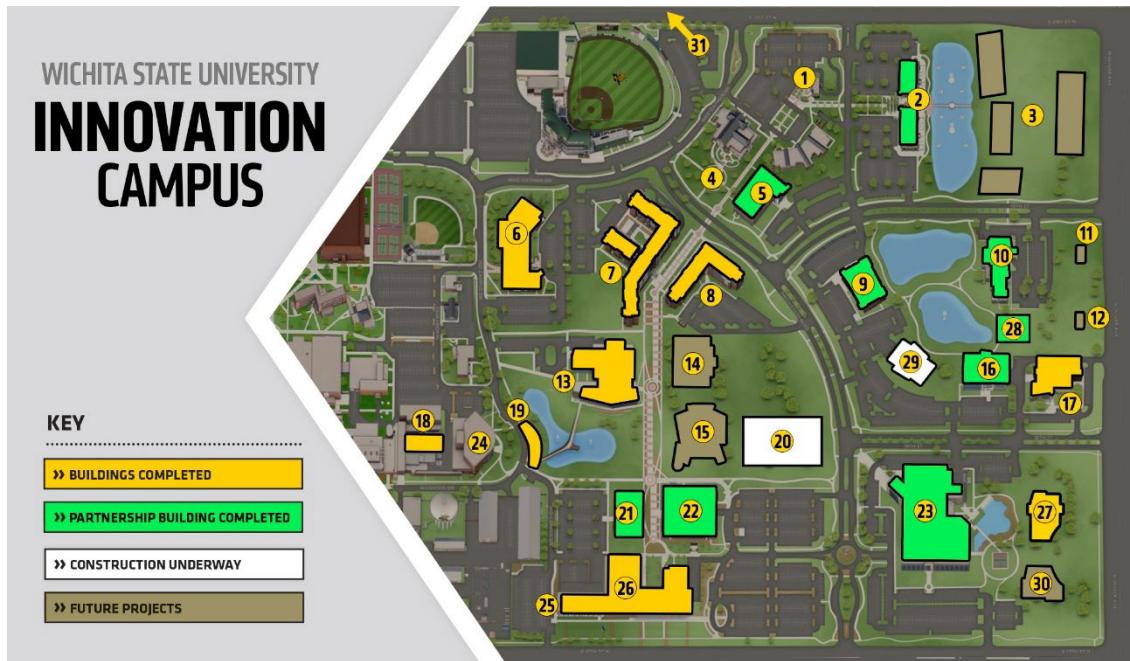


Figure 9

Innovation Campus Map



Although it was started only a decade ago, WSU's Innovation Campus now includes more than 20 buildings housing a variety of companies and land uses.

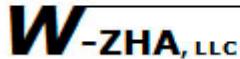
In 2023, the Innovation Campus received the Emerging Research Park Award from the Association of University Research Parks. It was recognized for its exceptional ecosystem, which brings technology from inception to the market and contributes to the region's economic health.

The BioMed Campus represents another opportunity to leverage applied learning and research to benefit students, industry, and Wichita's regional economy. With 3,000 students, faculty, and visitors, the BioMed Campus will also contribute to Downtown's vitality. It is unlikely that other third-party forecasts have contemplated the BioMed Campus and its potential impact on the Downtown and regional economy.

EXPLORATION PLACE: EP2 INITIATIVE

Exploration Place is a science and discovery center located west of the Arkansas River in the Downtown Plan Area. It is moving forward with its EP2 initiative on the Riverfront. Phase 1 of the EP2 initiative includes the new Wichita Foundation Amphitheater, which opened in September 2024 after just six (6) months of construction.

Phase 2 of EP2 is underway for Destination Playscape, a new generation of playground with a theme-park feel. This \$22 million project is scheduled to open in the summer of 2025. Phase 3 will involve indoor renovations to Exploration Place.



EP2 is expected to elevate Wichita as a regional tourist destination. Exploration Place estimates that the EP2 initiatives will draw a million visitors annually to the Downtown and its Riverfront. EP2 will contribute to Downtown's vitality and, as such, make it a more appealing investment location for a range of land uses.

MIXED-USE DEVELOPMENT PROJECT ON THE DOWNTOWN PLAN AREA'S WEST BANK

A major, \$110 million mixed-use project adjacent to Equity Bank Park (formerly Riverfront Stadium) has been announced. EPC Group is the developer, who also developed the 225 Sycamore apartment project nearby. The project includes a 155-room boutique hotel, 150 residential units, and over 10,000 square feet of retail/commercial space. It will also include a parking garage.

These initiatives will impact Downtown's economy and vitality and enhance Downtown's and Wichita's competitive position regionally and nationally.

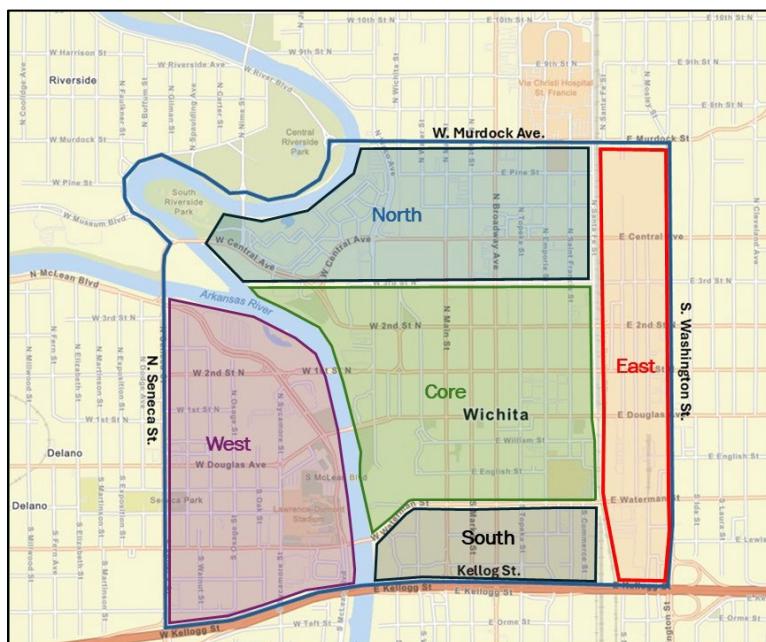
OFFICE MARKET ANALYSIS

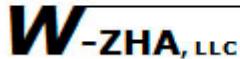
EXISTING CONDITIONS DOWNTOWN

An inventory of Downtown office space was compiled using Sedgwick County property assessment data. Buildings were classified by size and Downtown location. Buildings were also categorized by class and whether they are owner-occupied or for lease. Building class and for-lease/ownership status are estimates. The office inventory excluded 1) parking garage space within office buildings and 2) buildings with a combination of warehouse and office space.

Figure 10

Downtown Plan Area Office Subdistricts





The Downtown Plan Area was divided into five subdistricts:

Core: from E. Waterman St. north to 3rd St. N. and from the Arkansas River east to the railroad tracks

North: from 3rd St. N. north to Murdock Ave. and from the Arkansas River east to the railroad tracks

South: from Kellogg St. north to W. Waterman St. and from the Arkansas River east to the railroad tracks

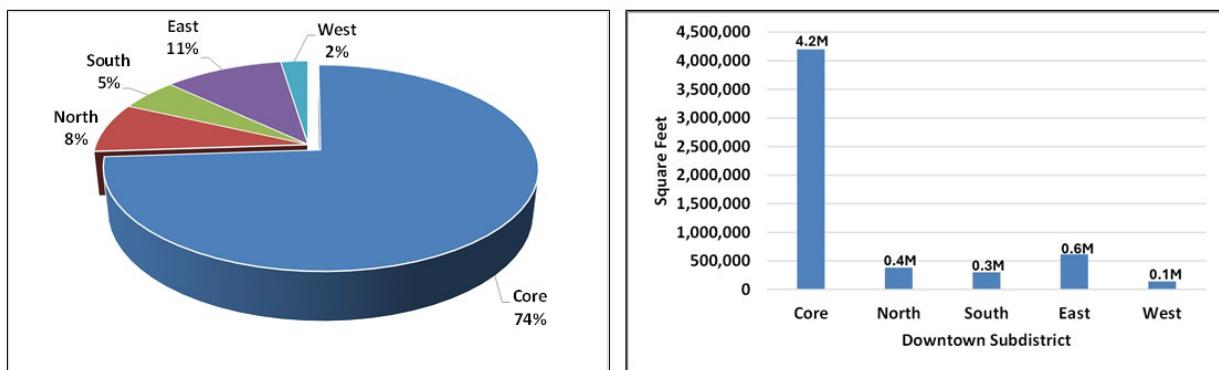
East: from E. Kellogg St. north to W. Murdock Ave. and from the railroad tracks east to S. Washington St.

West: from W. Kellogg Dr. north to the River and from the River west to N. Seneca St.

Given tax assessment data, there are 5.8 million square feet of office space in Downtown.

Figure 11

Office Square Feet by Submarket



Source: Sedgwick County Assessment Data; W-ZHA

The Core subdistrict contains approximately three-quarters (74%) of the Downtown Plan Area's office space or 4.2 million square feet. The East subdistrict, which includes Old Town, contains 11% of the Downtown's office space, approximately 600,000 square feet. The North, South, and West subdistricts each contain less than 500,000 square feet of office space.

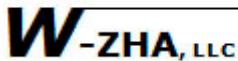
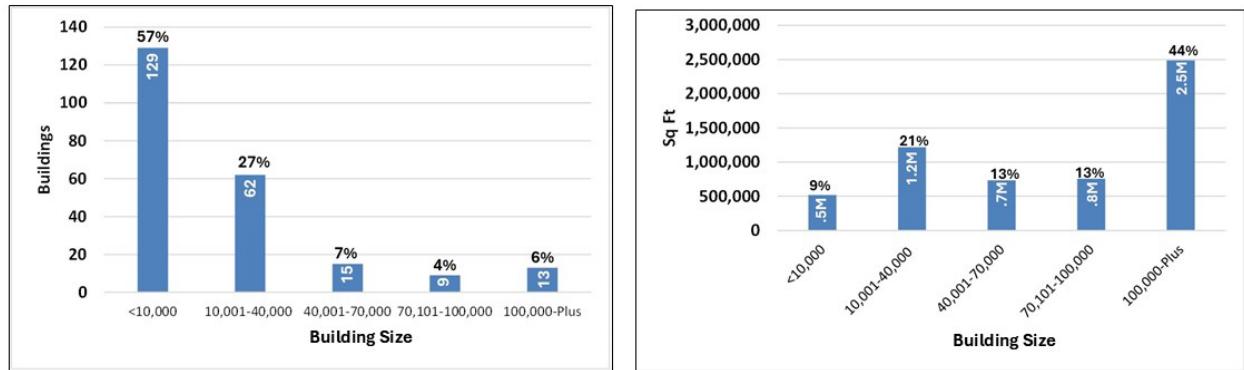


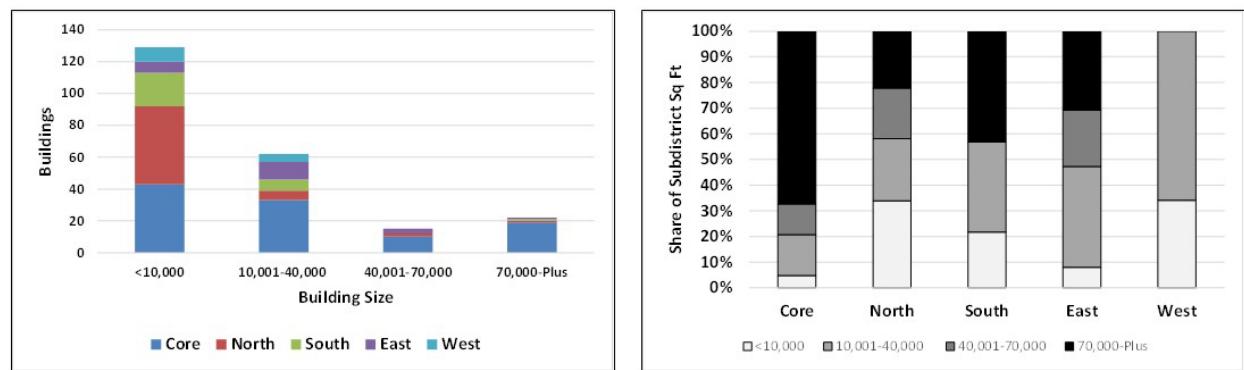
Figure 12
Buildings and Square Feet by Building Size



Source: Sedgwick County Assessment Data; W-ZHA

According to the assessment data, there are 228 office buildings in the Downtown Plan Area. Over half (57%) of Downtown buildings are less than 10,000 square feet. Large buildings over 70,000 square feet account for only 10% of buildings, but they contain over half (57%) of the Downtown's office space.

Figure 13
Buildings by Size in Each Downtown Subdistrict



Source: Sedgwick County Assessment Data; W-ZHA

The Core contains 86% of Downtown's large office buildings and 87% of the Downtown's space in large office buildings. Small office buildings are in each Downtown subdistrict.

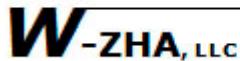
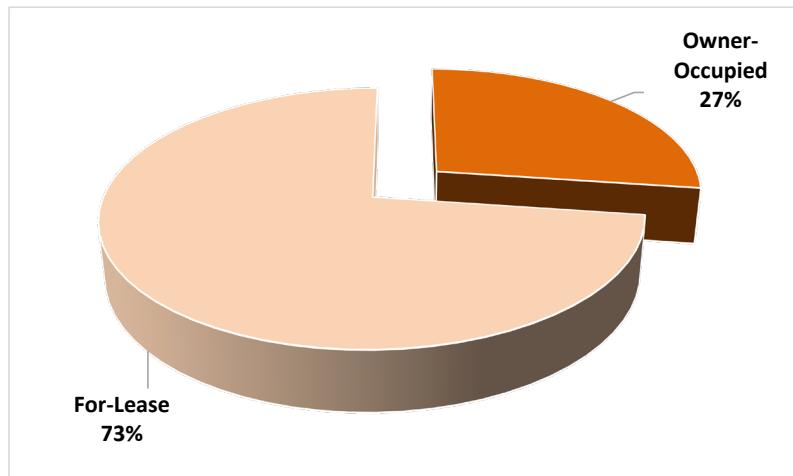


Figure 14

Office Square Feet For-Lease and Owned Downtown

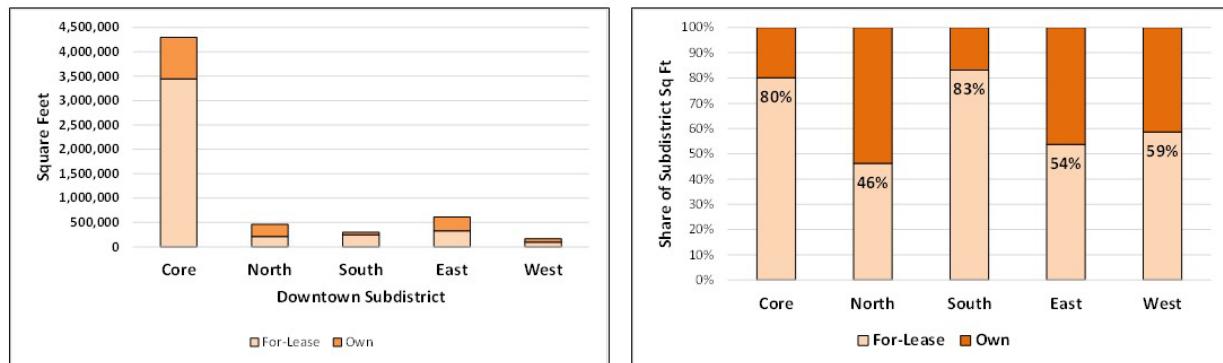


Source: Sedgwick County Assessment Data; W-ZHA

The ownership and occupancy of each Downtown building were analyzed to estimate which buildings were owner-occupied versus leased. W-ZHA estimates that just over a quarter (27% or 1.6 million square feet) of Downtown office space is owner-occupied.

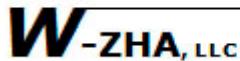
Figure 15

For-Lease and Owned Office Space Estimate by Subdistrict



Source: Sedgwick County Assessment Data; W-ZHA

Most of the Core's office space is leased space. The Core subdistrict contains almost 80% of the Downtown's leased space. Owner-occupied office is more prevalent in the North subdistrict where there are many social service organizations.



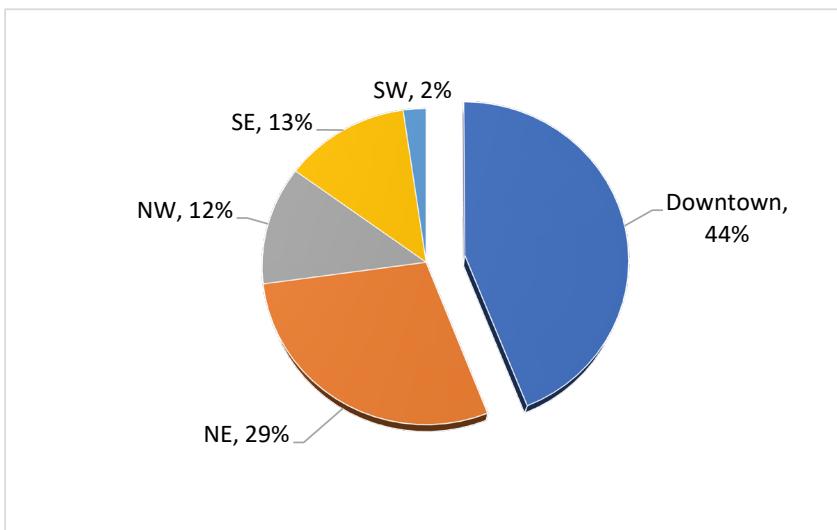
MULTI-TENANT OFFICE TRENDS

Commercial real estate brokers were interviewed as part of the market analysis process. These interviews shed light on office market characteristics and tenant preferences. Highlights of these interviews are as follows:

- Most tenants in the Wichita market are seek spaces of 2,500 to 5,000 square feet. A medium-sized tenant leases 7,000 to 10,000 square feet. A very large tenant leases 20,000 square feet or more. There are only a handful of businesses occupying 20,000 or more of leased office space.
- Today, existing tenants typically know their suburban or urban preference; very few tenants consider both when seeking to lease space in Wichita.
- Many owners of large Downtown office buildings market their space independently of brokers. Examples include the Garvey Center, Epic Center, the Ruffin Building, and CenterPoint. This makes it more difficult for the market to know lease terms.
- The tenant mix is changing Downtown. There are more technology firms and health-related companies Downtown than 10 years ago.
- Having convenient, available parking is very important to Downtown office tenants. While parking may be located a block away, safety (or the perception of safety) is critical. Downtown's success as an office location is pinned to its ability to provide pleasant and dynamic streets as well as well-lit and secure public parking.
- As is true nationally, company concerns over safety will trump the 24-hour active environment. The perceived increase in the homeless population Downtown is a concern.
- The BioMed Campus is expected to be a Downtown office market asset. Heartspring's decision to relocate Downtown, the County's COMCARE facility, and other property consolidation moves suggest that the BioMed Campus could generate investment momentum Downtown.

NAI Martens is a local real estate brokerage firm that tracks the Class A and Class B multi-tenant office market. The multi-tenant office market represents tenants that lease their office space (rather than own their space). NAI Martens' data from 2017 and 3rd Quarter 2024 was analyzed to understand office market dynamics and Downtown's competitive position.

Figure 16
Multi-Tenant Office Supply by Submarket



Source: NAI Martens; W-ZHA

According to NAI Martens' 3rd Quarter 2024 data, the Wichita market has approximately 10.3 million square feet of Class A & B multi-tenant office space. NAI Martens divides the Wichita multi-tenant office market into five submarkets: Downtown, Northeast, Northwest, Southeast, and Southwest.

Forty-four percent (44%) of Wichita's Class A & B multi-tenant office supply (approximately 4.5 million square feet) is in Downtown Wichita. Downtown is considered an attractive location because its central location is convenient to the workforce and offers the mixed-use, active environment many businesses (and their employees) value.

The Northeast submarket is the 2nd largest with 29% of the Class A & B multi-tenant office space (approximately 3.0 million square feet).

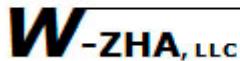
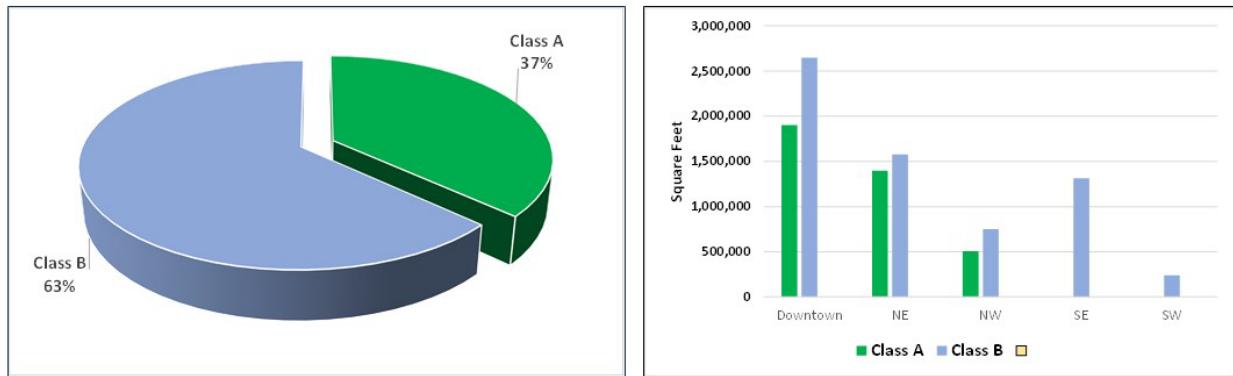


Figure 17

Multi-Tenant Office Supply by Class

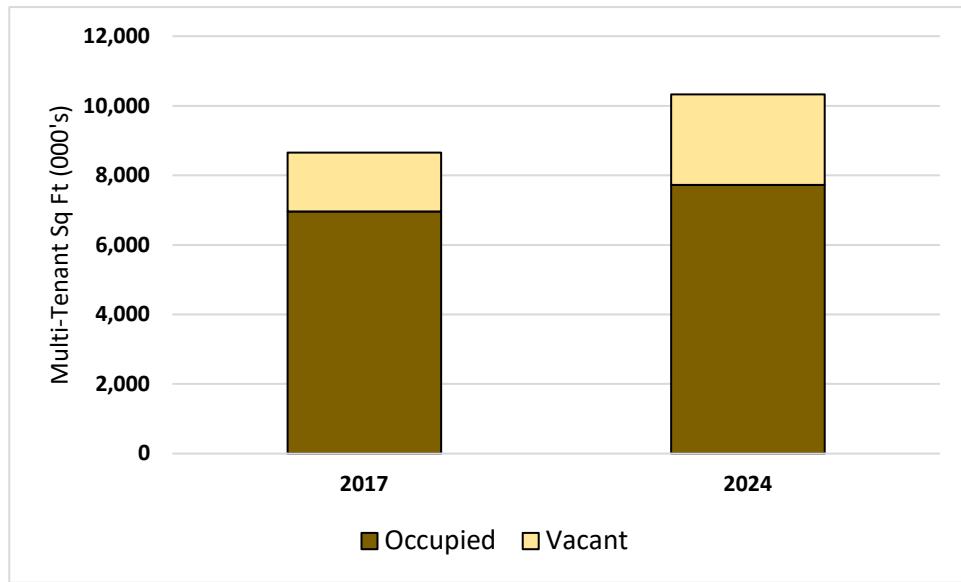


Source: NAI Martens; W-ZHA

Most of the multi-tenant office space in the Wichita market is classified as Class B, which is functional but not state-of-the-art. Most of the Class A space is in the Downtown and Northeast submarkets. Downtown contains approximately half of the market's Class A space.

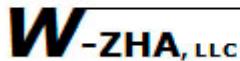
Figure 18

Occupied Multi-Tenant Space Marketwide
2017 and 2024



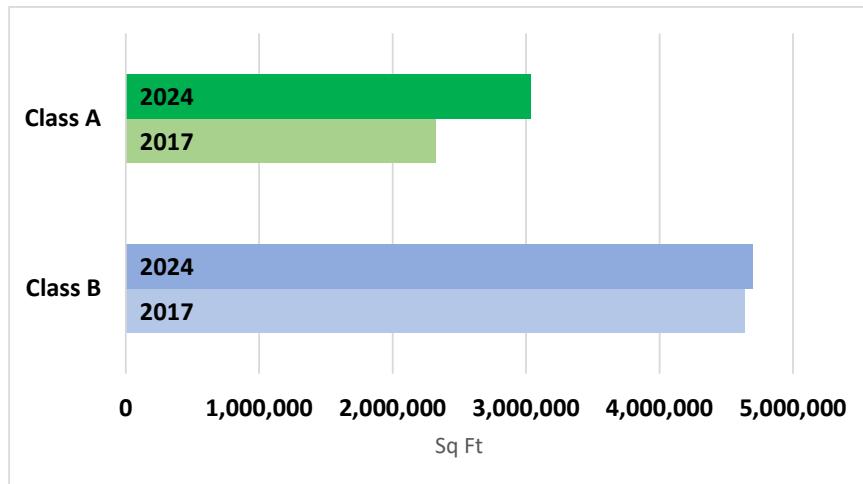
Source: NAI Martens; W-ZHA

Absorption is the change in occupied space over time. From 2017 to 2024, the Wichita office market absorbed approximately 768,500 square feet of office space, an average of approximately 110,000



square feet per year. As a point of reference, prior to COVID 19, from 2010 to 2018, the Wichita market absorbed an average of 124,000 square feet of office per year.¹

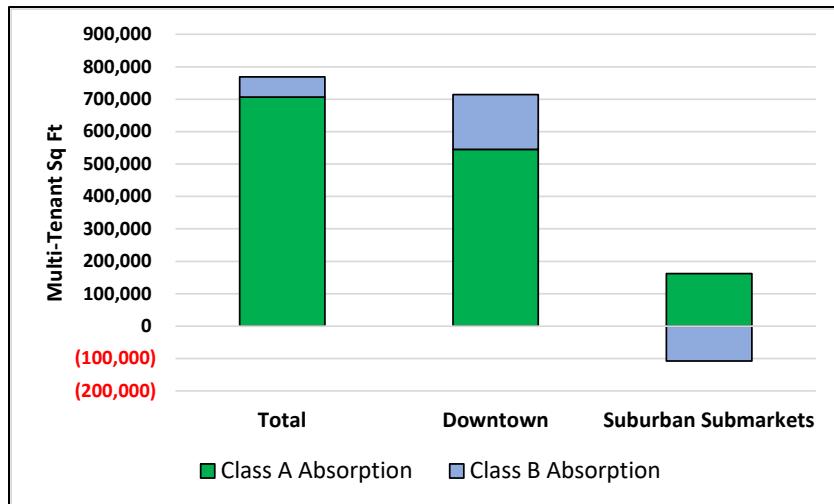
Figure 19
Occupied Multi-Tenant Space by Building Class Marketwide
2017 and 2024



Source: NAI Martens; W-ZHA

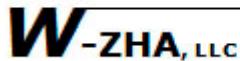
Over 90% of the absorption between 2017 and 2024 occurred in Class A space. Like the national multi-tenant office market, there has been a flight to quality office space in Wichita. Companies are prioritizing the quality of their space for productivity and to retain and attract talent.

Figure 20
Occupied Multi-Tenant Space by Building Class and Location
2017 and 2024



Source: NAI Martens; W-ZHA

¹ Data from J.P. Weigand Realtors annual forecast reports from 2010 to 2018.



Downtown accounted for over 90% of the market's office absorption over the last 7 years. From 2017 to 2024, Downtown Wichita absorbed approximately 714,500 square feet of space, an average of approximately 102,000 square feet per year.

Downtown accounted for 77% of the market's Class A absorption. Downtown absorbed 545,000 square feet of Class A multi-tenant space over the 7-year period.

Downtown accounted for all the market's Class B absorption between 2017 and 2024, absorbing approximately 169,000 square feet of Class B space over this period. The suburban submarkets experienced negative Class B absorption over this period.

Interviews noted that one reason Downtown has been so successful over the last seven years is its building inventory. Over the last seven years, many existing Downtown buildings have been adapted and/or rehabilitated for office use (for example, Keycentrix). The suburban office submarkets do not have as much competitive building inventory.

Table 13

**Office Space and Vacancy by Class
Wichita Office Market, Suburban Submarkets and Downtown
3rd Qtr 2024**

	Wichita Market		Suburban Submks		Downtown	
	Space	Vacancy Rate	Space	Vacancy Rate	Space	Vacancy Rate
Class A	3,806,028	20.4%	1,904,693	19.5%	1,901,335	21.2%
Class B	6,523,500	28.0%	3,875,640	28.1%	2,647,860	27.9%
Total	10,329,528	25.2%	5,780,333	25.2%	4,549,195	25.1%

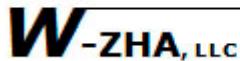
Source: NAI/Martens; W-ZHA

The Wichita market has a high rate of multi-tenant office vacancy, at 25%. Vacancy among Downtown multi-tenant office buildings is comparable to that of suburban markets.

Downtown Class A vacancy is clustered in buildings considered Class A-Minus in terms of quality and amenities. Therefore, Downtown's high vacancy rate may not indicate a lack of Class A office demand, but, instead, inadequate supply.

Brokers indicate that Downtown's premiere Class A office buildings, like the IMA building, Spaghetti Works, and Farm Credit, have low vacancy. These Downtown buildings are new or effectively new. Premiere Class A buildings typically, have state-of-the-art finishes, adjacent parking, and, often, amenities like an on-site gym and café.

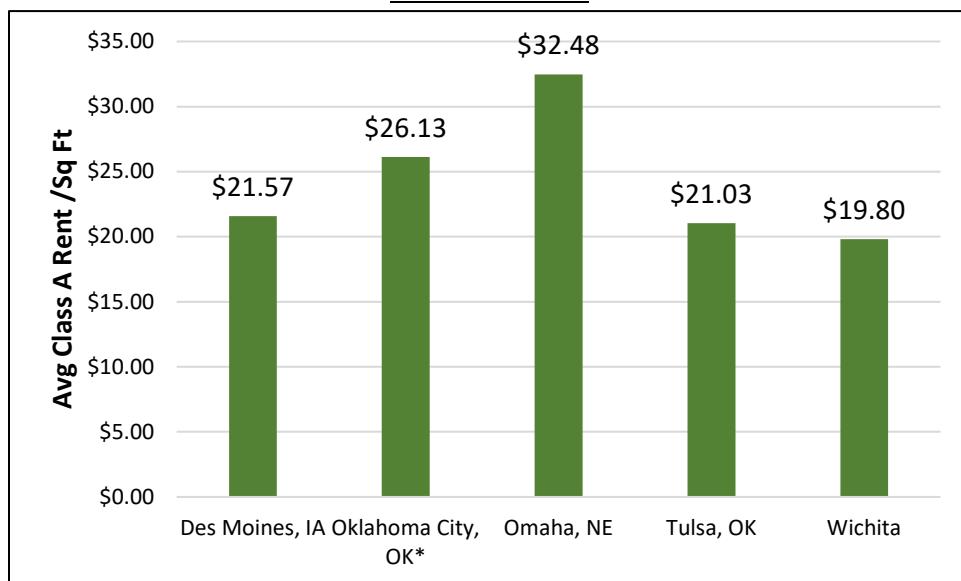
Vacancy among Class B office buildings is high at 28%. Many of these buildings are functionally obsolescent. Adaptive reuse is an option for these buildings, particularly in the Downtown. Recent office reuse examples include the Hilton Garden Inn and the Varsity apartments. Reducing Class B office



supply will help to reduce the Class B vacancy and better align the Class B office supply with market demand.

Figure 21

Average Class A Asking Rent
3rd Quarter 2004



*Oklahoma City rental rate is from Cushman Wakefield MarketBeat Office Q2,2024.

Source: NAI Martens for Wichita; Cushman Wakefield MarketBeat Office Reports Q3 2024; W-ZHA

The average Class A office rent is \$19.80 per square foot gross in Wichita. Wichita's average Class A market rent is low compared to peer cities. Wichita's low average may be because there has been relatively little new multi-tenant construction in the Wichita market. The "new" office buildings in Wichita's Northeast market were developed over a decade ago.

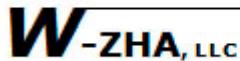
Table 14

Class A Space Weighted Average Rent
Wichita Office Submarkets With Class A Office
3rd Quarter 2024

	Downtown	Northeast	Northwest	Overall
Class A	\$18.61	\$21.88	\$17.64	\$19.80

Source: NAI/Martens; W-ZHA

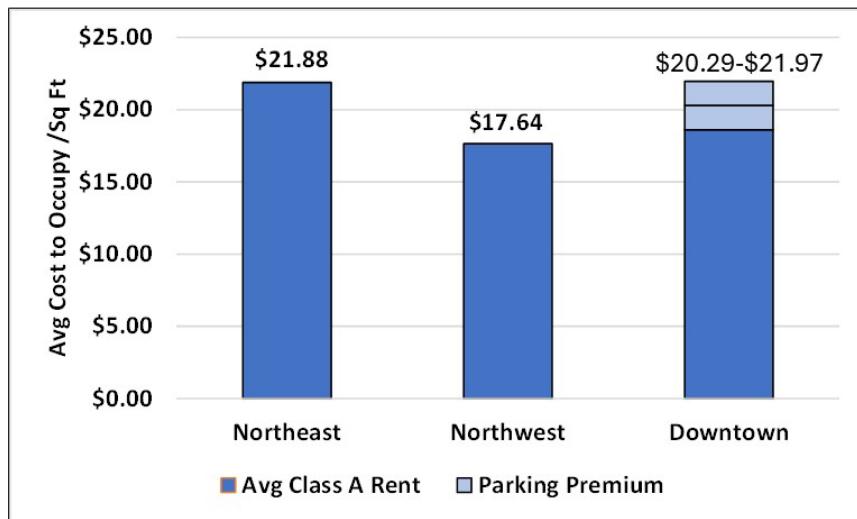
The Northeast submarket contains the highest average rents. The average Class A asking rent in Downtown is \$18.61 per square foot, gross. Broker interviews suggest that Class A-Minus office buildings reduce Class A average rent. For instance, a large tenant recently leased a large space in one



of these buildings for \$12 - \$13 per square foot. Premiere Class A space rents for \$28 to \$32 per square foot gross.

Figure 22

Class A Cost to Occupy Space with Monthly Parking Fees

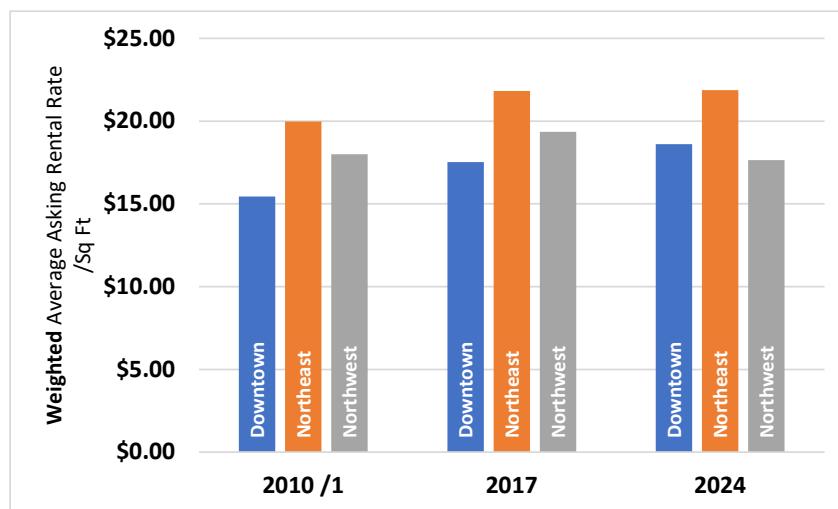


Source: NAI Martens; W-ZHA

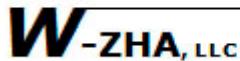
In the suburban submarkets, rent includes free parking. This is not always the case in Downtown, where tenants may have monthly parking fees in addition to rent. Monthly parking fees Downtown range from \$35 to \$70 per space. With parking, the cost of occupying space downtown is similar to that of the Northeast submarket.

Figure 23

Class A Rent Trends by Submarket



Source: JP Weigand Realtors for 2010 rents; NAI Martens for 2017 and 2024 rents; W-ZHA



Class A rental rate trends demonstrate how Downtown's competitive position has changed over the last 14 years. In 2010, Downtown's rents were well below the suburban markets. Over the past 14 years, Downtown's average Class A rents have increased faster than the suburbs.

Brokers indicate that Downtown is becoming more competitive because businesses are finding that young knowledge workers prefer mixed-use, walkable, active environments. Many businesses seeking a Downtown location are attending to the preferences of this cohort. This issue is particularly acute with Wichita's low unemployment rate.

Premiere Class A office space in Wichita leases for \$28 to \$32 per square foot, gross. Premiere Class A office is found at the Waterfront and Wilson Estates corporate campuses in the Northeast submarket and Downtown. Even with these relatively high rental rates, Premiere Class A office buildings enjoy low vacancy.

DOWNTOWN OFFICE POTENTIAL

In this section of the report, Downtown Class A and B office potential is quantified over a 10-year projection period (2024 to 2034). Downtown office potential is derived from three sources: new job growth over the forecast period, existing suburban tenants relocating to the Downtown, and new owner-occupied office space. The new owner-occupied projection is an allowance, as it is a "lightning strike" occurrence and challenging to forecast. An example of such an occurrence is when Cargill Protein Division decided to develop its office Downtown.

Downtown Office Potential from Future Employment Growth

The industry groups driving most office demand are information, financial services and professional and business services (office-inclined industries). In Wichita, the relationship between jobs in these industries and occupied office space has ranged from 165 square feet per job to 230 square feet per job. For this analysis, W-ZHA has applied 190 square feet per office-inclined job. This ratio is somewhat conservative to compensate for technological advances and more flexible work arrangements, which contribute to shrinking the office footprint.

Because the ratio is based on occupied office space, it accounts for tenants in non-office-inclined industries like medical and construction businesses.

W-ZHA used Moody's Analytics office-inclined jobs forecasts for Sedgwick County as the Base Case scenario. Moody's Analytics' jobs forecast for office-inclined industries anticipates a growth rate similar to that experienced between 2013 and 2023. From 2024 to 2029, job growth is forecast to be moderately faster than the prior decade. From 2029 to 2034, growth is projected to be slower.

W-ZHA developed a More Aggressive growth forecast, considering 1) the BioMed Campus and other Downtown initiatives and their potential impact on the Wichita economy and 2) Woods & Poole's forecast that employment growth will be steady over the projection period. For the More Aggressive scenario, W-ZHA applied Moody's Analytics' office-inclined jobs average annual growth rate for 2024 to 2029 and extended it to 2034.

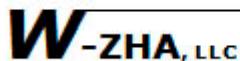
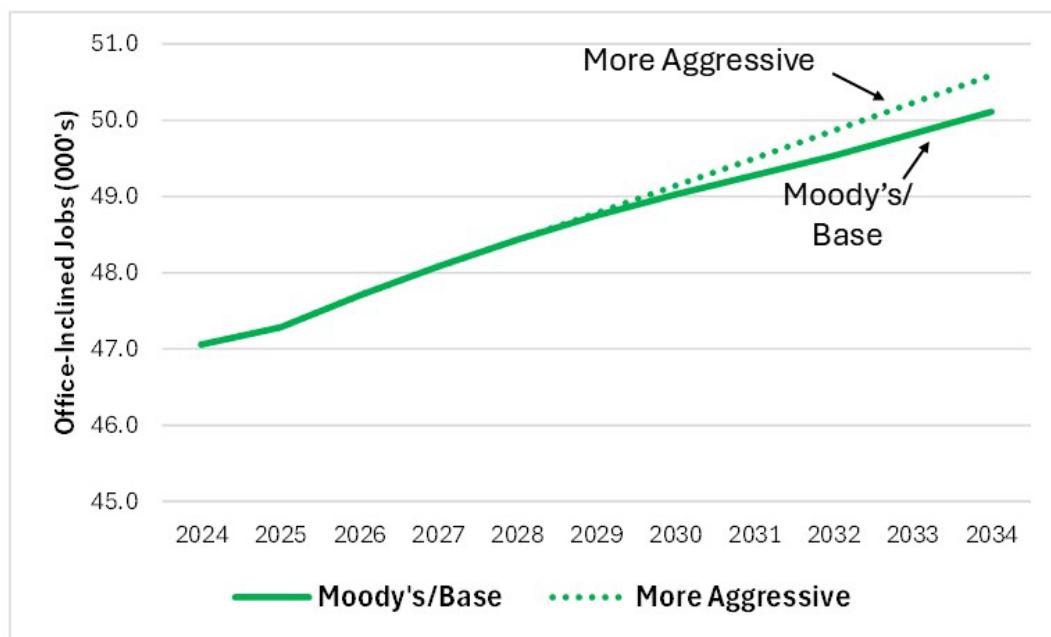


Figure 24

Office-Inclined Job Projections
Base and More Aggressive Scenario



Source: Moody's Analytics economy.com for Base; W-ZHA

The More Aggressive job growth in office-inclined industries scenario results in a compound average growth rate of 0.74% per year versus the Base Scenario of 0.63%. As a reference, between 2013 and 2023, Sedgwick County office-inclined jobs grew at a compound average annual growth rate of 0.6%.

Table 15

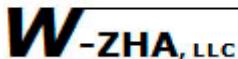
**Multi-Tenant Office Demand
Wichita Market
2024 to 2034**

	Base	More Aggressive
CAGR	0.63%	0.73%
New Office-Inclined Employment 2034	3,050	3,540
Assumed Office Space /Employee	190	190
Total Sq Ft 2024 - 2034	580,000	673,000

Source: W-ZHA

New office-inclined growth in Sedgwick County will generate demand for between 580,000 and 673,000 square feet of office space between 2024 and 2034.

Between 2017 and 2023, 92% of the market's net new absorption occurred in Class A buildings. The Downtown captured 77% of this newly occupied Class A space during this period. The adaptive reuse of



existing buildings to Class A office (for instance, Spaghetti Works) and new office construction (for instance, the IMA building) contributed to Downtown's high capture rate.

Table 16

Class A Multi-Tenant Space from Employment Growth Wichita Downtown 2024 - 2034 (Square Feet)		
-------------------------------------------------------------------------------------------------------	--	--

		Base Case	More Aggressive
Multi-Tenant Demand From Employment Growth		580,000	673,000
% Class A ^{/1}	92%		
Class A Demand from Growth		530,000	619,000
	2017-24	Lower	Higher
Downtown Capture	77%	77%	82%
Base Case: Downtown Class A Demand from Growth		408,000	435,000
More Aggressive: Downtown Class A Demand from Growth		477,000	508,000

1. From 2017 to 2024 absorption data.

Source: NAI/Martens for historic absorption; W-ZHA

W-ZHA assumed a "Lower" and "Higher" Downtown capture rate. The "Lower" capture rate scenario assumes that Downtown continues to benefit from its existing building supply and potential for upgrades, and it absorbs 77% of the market potential.

The "Higher" Downtown capture (82%) assumes that the Downtown becomes increasingly competitive through investments in the existing building stock, the development of the BioMed Campus and other initiatives, and potentially new Class A office construction.

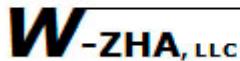
Table 17

Class B Multi-Tenant Space Wichita Office Market and Downtown 2024 - 2034 (Square Feet)		
--------------------------------------------------------------------------------------------------	--	--

		580,000	673,000
Multi-Tenant Demand From Employment Growth			
% Class B ^{/1}	8%		
Class B Demand from Growth		50,000	54,000
	2017-2024	Lower	Higher
Downtown Capture	100%	90%	100%
Base Case: Downtown Class B Demand from Growth		45,000	50,000
More Aggressive: Downtown Class B Demand from Growth		48,600	54,000

1. From 2017 to 2024 absorption data.

Source: W-ZHA



The demand for Class B space from growth is relatively low. Downtown's existing Class B office supply is an advantage. As it did from 2017 to 2024, the projection assumes that Downtown continues to absorb most, if not all, of the Class B office demand.

Table 18

Summary Multi-Tenant Office Demand from Market Growth		
Wichita Downtown		
2024 - 2034		
(Square Feet)		
	Base	More Aggressive
Class A	408,000	508,000
Class B	45,000	54,000
Total	453,000	562,000

Source: W-ZHA

Given employment forecasts and W-ZHA's assumptions, employment growth over the next 10 years will generate demand for between 453,000 and 562,000 square feet of Class A & B office space in Downtown.

Downtown Office Potential from Suburban Tenants Re-Locating to Downtown

Real estate brokers suggest that the office market is mostly stabilized. Today, few tenants consider both the suburban submarkets and Downtown. The BioMed Campus and other investments Downtown, however, have the potential to elevate Downtown's economic role in the region.

The BioMed Campus will be an anchor for education, research, and innovation. It will create added value that will likely enhance Downtown's position in the existing office market. Other Downtown initiatives will also contribute to Downtown's vitality providing an even more dynamic mixed-use environment.

Some existing office tenants will likely relocate (or expand) to the Downtown area to participate in and capitalize on its revitalization. While challenging to predict, in this section, W-ZHA provides an allowance for existing office tenants in suburban submarkets to shift to occupy multi-tenant office space Downtown.

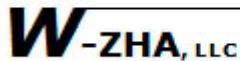


Table 19

**Downtown Class A Multi-Tenant Space Potential from Shifts in Existing Class A Market
Wichita Office Market and Downtown
2024-2034
(Square Feet)**

Existing Occupied Suburban Class A Space in Market (2024)	1,534,000
Assumed Shift %	
Projected 2024 - 2034 Shift from Existing Suburban Tenants to Downtown	

Source: W-ZHA

The analysis assumes that 7% to 9% of existing occupied suburban Class A office space is shifted to the Downtown over the next decade. Tenants likely to shift include affiliated health, education, or research businesses.

In terms of Class B space, Downtown's share of the market's occupied Class B space increased from 2017 to 2024. Over this period, occupied Class B office space in the suburban submarkets declined by 3.7% (108,000 square feet) and Downtown's Class B occupied space increased by 10% (169,000 square feet).

Table 20

**Downtown Class B Multi-Tenant Space from Market Shifts
Wichita Office Market and Downtown
2024 - 2034
(Square Feet)**

Existing Occupied Class B Space in Suburban Markets (2024)	2,788,000
Assumed Shift %	
Projected 2024 - 2034 Shift from Existing Suburban Tenants to Downtown	

Source: W-ZHA

For Class B space, W-ZHA assumed a shift of 3.5% to 4.5% from the suburban submarkets to the Downtown over the next 10 years.

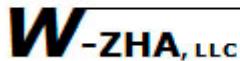


Table 21

Downtown Multi-Tenant Space Projection Wichita Office Market and Downtown 2024 - 2034 (Square Feet)		
	Lower	Higher
Class A		
Class A Demand from Employment Growth	408,000	508,000
Class A Demand from Suburban Tenants Shifting	107,000	138,000
Total Multi-Tenant Class A Demand	515,000	646,000
Class B		
Class B Demand from Employment Growth	45,000	54,000
Class B Demand from Suburban Tenants Shifting	98,000	125,000
Total Multi-Tenant Class B Demand	143,000	179,000
Total Class A & B Multi-Tenant Demand	658,000	825,000

Source: W-ZHA

The analysis concludes that over the next decade, there will be demand for multi-tenant Class A and Class B space Downtown. Most of this demand will come from Wichita's growing economy as opposed to existing tenants shifting from the suburban submarkets to Downtown. Over three-quarters of Downtown's multi-tenant office demand will be for Class A office space.

Class A tenants will look to the following products to address their demand:

- Vacant space in existing competitive office buildings;
- Newly constructed multi-tenant office space;
- Co-working space Downtown with lease terms allowing for flexibility;
- Class B space conversions to Class A "cool space"; and
- Office tenants converting to owner occupants

Much of the existing vacant Class A space Downtown is Class A-Minus, which may not be an acceptable product for future Class A tenants. To account for this, W-ZHA assumed a relatively high stabilized vacancy rate of 15% for Class A space Downtown. Class B space demand can be satisfied with excess vacancy among existing Class B office buildings Downtown.

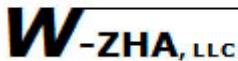


Table 22

Downtown Multi-Tenant Space Projection Wichita Office Market and Downtown 2024 - 2034 (Square Feet)		
	Lower	Higher
Class A		
Class A Demand from Employment Growth	408,000	508,000
Class A Demand from Suburban Tenants Shifting	107,000	138,000
Total Multi-Tenant Class A Demand	515,000	646,000
Excess Existing Class A Vacancy 2024 (Assuming 15% Stabilized Vacancy)	(119,000)	(119,000)
Class A Multi-Tenant Demand Net of Excess Vacancy	396,000	527,000
Class B		
Class B Demand from Employment Growth	45,000	54,000
Class B Demand from Suburban Tenants Shifting	98,000	125,000
Total Multi-Tenant Class B Demand	143,000	179,000
Excess Existing Class B Vacancy 2024 (Assuming 15% Stabilized Vacancy)	(342,000)	(342,000)
Class B Multi-Tenant Demand	0	0
Multi-Tenant Demand Net of Excess Vacancy	396,000	527,000
Multi-Tenant Office Demand Net of Excess Vacancy w/ 7% Vacancy Allowance	426,000	567,000

Source: W-ZHA

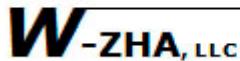
Assuming a 93% occupancy rate, the multi-tenant office market will support between 426,000 and 567,000 square feet of additional office space Downtown over the next decade. This demand will be likely satisfied by a combination of modifications to the existing building stock, co-working space, and new office construction.

Developing a new multi-tenant Class A office building (excluding parking and land) will require a gross rent of approximately \$37 to \$40 per square foot – a 15%-plus premium from today's top rent of \$32 per square foot, gross. The cost of parking will further increase the premium.

The number of tenants willing to pay this premium for state-of-the-art Downtown office space is unknown, but it is likely a select group. The price of new construction has hampered office development in the past.

With the economics of new construction in mind, many developers will likely look to upgrade existing Downtown buildings. These developers will take advantage of incentives like historic tax credits and Downtown opportunity zones to deliver quality office space at a lower cost and, consequently, a more reasonable Class A rental rate.

The BioMed Campus may help to facilitate new construction as companies interested in locating near the BioMed Campus may demand specialized space like research or lab space. These tenants typically



pay a premium for specialized space. These tenant types could help to unlock new construction Downtown.

Whether new construction or rehabilitation, the most competitive office sites will be near parking reservoirs like parking structures and surface parking lots.

OWNER OCCUPIED OFFICE POTENTIAL DOWNTOWN

As the role of office space changes in corporate culture and office technology evolves, some companies develop their own new, state-of-the-art office space (“build-to-suit”). The amount of build-to-suit space potential in the Downtown over the next 10 years is difficult to forecast – these are “lightning strike” events.

The BioMed Campus has already caused two owner-occupants to relocate Downtown: Heartspring and Sedgwick County’s COMCARE facility. Heartspring serves children with special needs and developmental disabilities and recently purchased two office buildings adjacent to the BioMed Campus to provide pediatric outpatient services.

Sedgwick County bought three parcels next to the BioMed Campus for its new COMCARE facility, which will provide mental health services.

Table 23

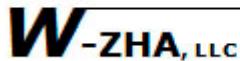
Owner Occupied Space: New Construction Downtown 2013 - 2023		
Company	Year	Sq Ft
Kansas Health Foundation Extension	2013	40,000
Cargill	2017	190,000
Hutton Construction	2021 Start	40,000
Total		270,000
Owner Occ. Allowance (Sq Ft)	250,000	350,000

Source: W-ZHA

Since 2013, there have been 3 new owner-occupied buildings Downtown, totaling approximately 270,000 square feet.

These owner-occupied buildings exclude the Kansas College of Osteopathic Medicine building (approximately 98,000 square feet) and the Henry’s department store, which houses NICHE. The College and NICHE are tenants in these buildings, but both were “lightning strike” uses.

Given recent and planned investments Downtown, W-ZHA does not consider it unreasonable to assume that an additional 250,000 to 350,000 square feet of owner-occupied office space could locate in the Downtown over the next decade.



Office Market Conclusion

Between 2024 and 2034, W-ZHA projects that there will be demand for 658,000 and 825,000 square feet of multi-tenant office space Downtown. Over the next decade, we have assumed a build-to-suit office allowance for another 250,000 to 350,000 square feet.

Table 24

Office Potential Downtown Wichita 2024 - 2034		
	Sq Ft	
	Lower	Higher
Office Demand Sq Ft (No Excess Vacancy Taken Out)		
Multi-Tenant Space	658,000	825,000
Owner Occupied New Construction Allowance	250,000	350,000
Sub-Total	908,000	1,175,000
Office Demand Sq Ft (After Existing Excess Vacancy Absorbed)		
Multi-Tenant Space	426,000	567,000
Owner Occ. New Construction Allowance	250,000	350,000
Total	676,000	917,000

Source: W-ZHA

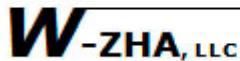
Assuming excess vacancy is absorbed by the multi-tenant demand, there will be a market for approximately 426,000 to 567,000 additional square feet of Class A multi-tenant office space Downtown. In addition, owner-occupied buildings could add another 250,000 to 350,000 square feet of office to the Downtown.

HOTEL MARKET ANALYSIS

INTRODUCTION

The hotel market analysis assesses existing conditions and trends in the Wichita hotel market. Given Wichita's forecasted economic growth, Downtown hotel room potential over the next decade is estimated. Like the office market analysis, hotel room potential is estimated under a Base and More Aggressive scenario.

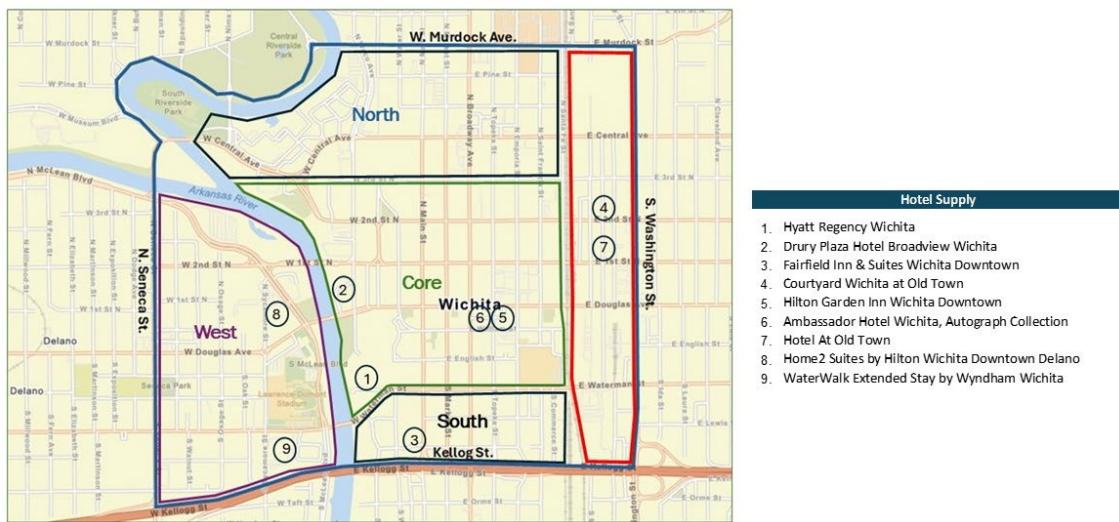
Hotel performance data for Sedgwick County and Downtown hotels is from STR, a company that specializes in data analytics and benchmarking for hotels. STR provides data on demand trends, supply changes, and revenue performance. Unless otherwise noted, the data in this section is from STR. Because of data restrictions, downtown data on average daily rate and occupancy exclude the WaterWalk Extended Stay by Wyndham Hotels.



The hotel market analysis does not anticipate any significant change to the Century II Convention Center. The analysis includes an additional 100 hotel rooms allowance to support Century II's operations. As discussed later in this section of the report, a recent feasibility study concluded that an additional 100 rooms at the Century II would make it more competitive for conventions.

DOWNTOWN HOTEL SUPPLY

Figure 25



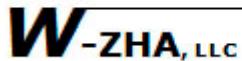
There are currently nine (9) hotels containing 1,279 rooms operating in the Downtown Plan Area. As a reference, downtown Tulsa has 2,225 rooms and downtown Omaha, over 4,000 rooms.

Table 25

Hotel Supply Wichita Downtown Plan Area December, 2024					
Name	Rooms	Open Date	Class	Type	Subdistrict
Drury Plaza Hotel Broadview Wichita	200	1922	Upscale	Full-Service	Core
Hyatt Regency Wichita	305	1997	Upper Upscale	Full-Service	Core
Ambassador Hotel Wichita, Autograph Collection	117	2013	Upper Upscale	Full-Service	Core
Hilton Garden Inn Wichita Downtown	127	2019	Upscale	Full-Service	Core
Hotel At Old Town	114	1999	Upscale	Limited Service	East
Courtyard Wichita at Old Town	129	2006	Upscale	Limited Service	East
Fairfield Inn & Suites Wichita Downtown	130	2011	Upper Midscale	Limited Service	South
Home2 Suites by Hilton Wichita Downtown Delano	95	2021	Upper Midscale	Limited Service	West
WaterWalk Extended Stay by Wyndham Wichita	62	2014	Upper Midscale	Limited Service	West
Total	1,279				
Pending - AC Hotel Downtown Wichita	119		Upscale	Full-Service	Core
2025 Total	1,398				

Source: STR; W-ZHA

STR classifies hotels as Economy, Midscale, Upper Midscale, Upscale, and Luxury. All hotels in the Downtown are classified as Upper Midscale or higher (Upper Midscale-Plus). Upper Midscale hotels offer solid amenities and services at a moderate price. Upscale properties cater to business travelers

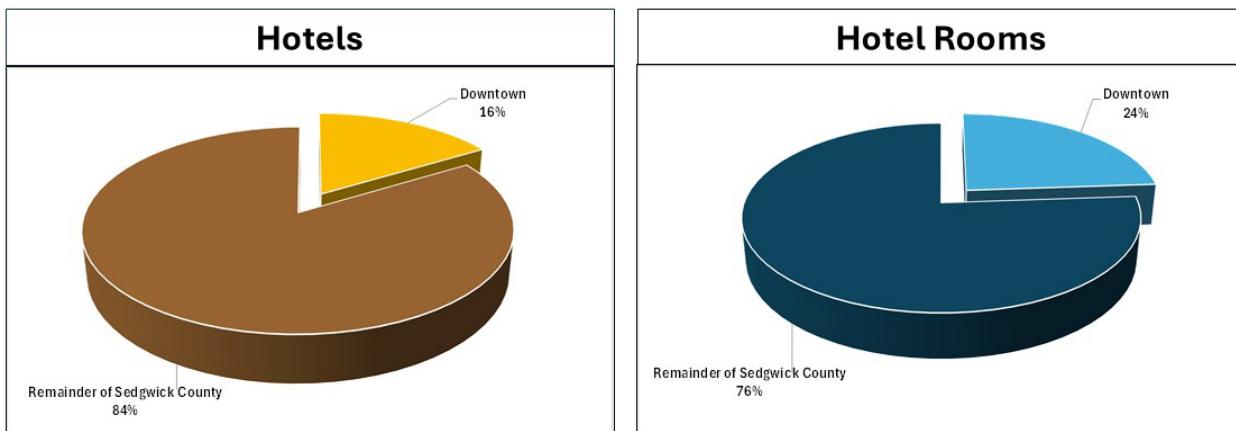


and upper-middle-class leisure travelers. Upper Upscale hotels have extensive services and amenities but are slightly less deluxe than luxury hotels.

An AC Hotel by Marriott is about to open in the Core. Classified as an Upscale hotel, it is a full-service hotel with 119 rooms. A Dream Hotel just began construction as part of a mixed-use project west of the Arkansas River. The Dream Hotel's 155 rooms are not included as pending in the supply tally as they will not be ready for occupancy until after 2025.

Figure 26

Sedgwick County and Downtown Upper Midscale-Plus Hotel and Hotel Room Supply

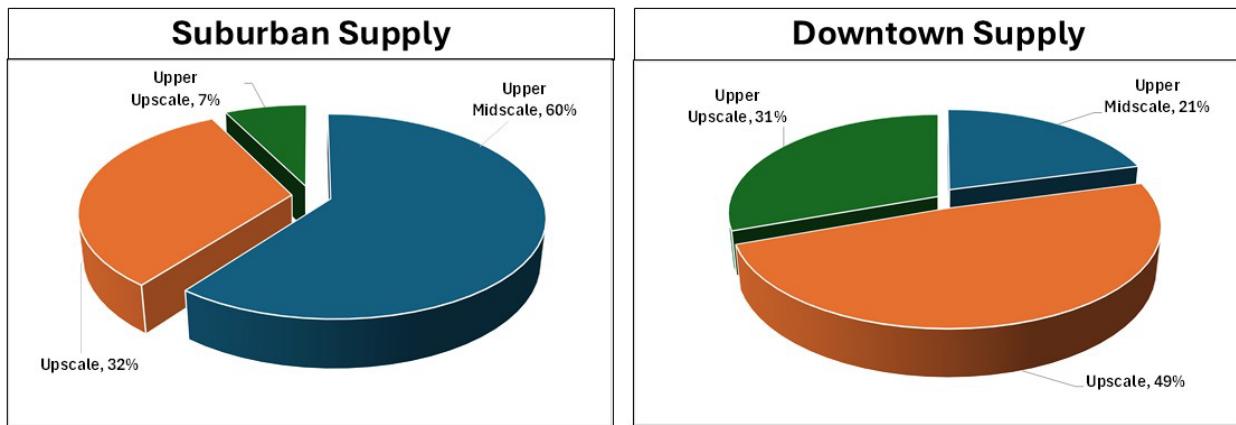


Source: STR; W-ZHA

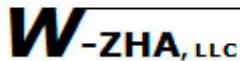
Most Upper Midscale-Plus hotels in the Wichita market are in Sedgwick County. There are 46 hotels classified as Upper Midscale-Plus in the County. Downtown accounts for approximately 20% of these hotels and 24% of this market's rooms.

Figure 27

Sedgwick County and Downtown Upper Midscale-Plus Supply by Classification



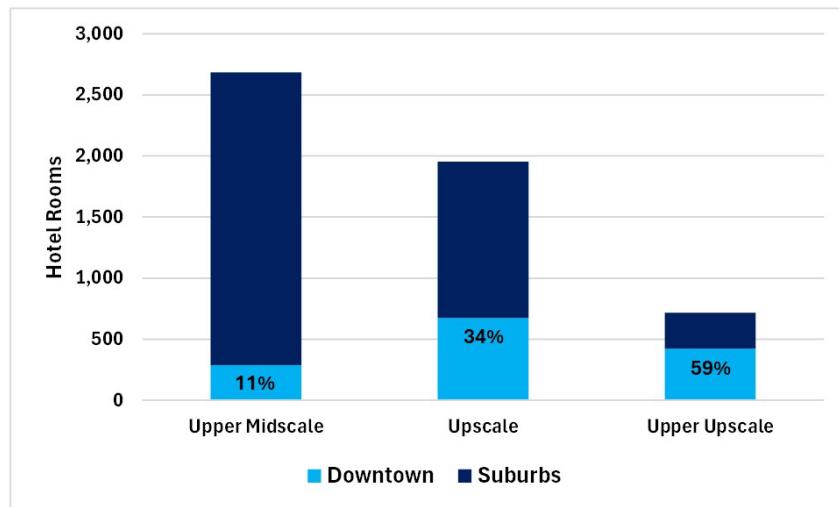
Source: STR; W-ZHA



Suburban locations contain more Upper Midscale rooms and fewer Upscale rooms as compared to Downtown.

Figure 28

Upper Midscale-Plus Room Supply Downtown and the Suburbs



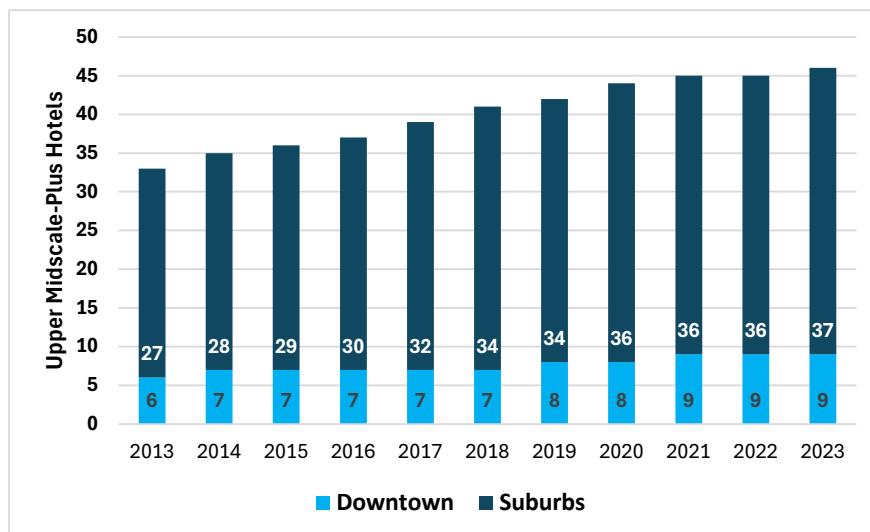
Source: STR; W-ZHA

Downtown contains about a third of the market's Upscale rooms and 59% of the market's Upper Upscale hotel rooms.

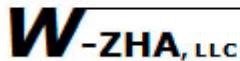
DOWNTOWN HOTEL PERFORMANCE AND TRENDS

Figure 29

Upper Midscale-Plus Hotel Supply Trends Downtown and the Suburbs



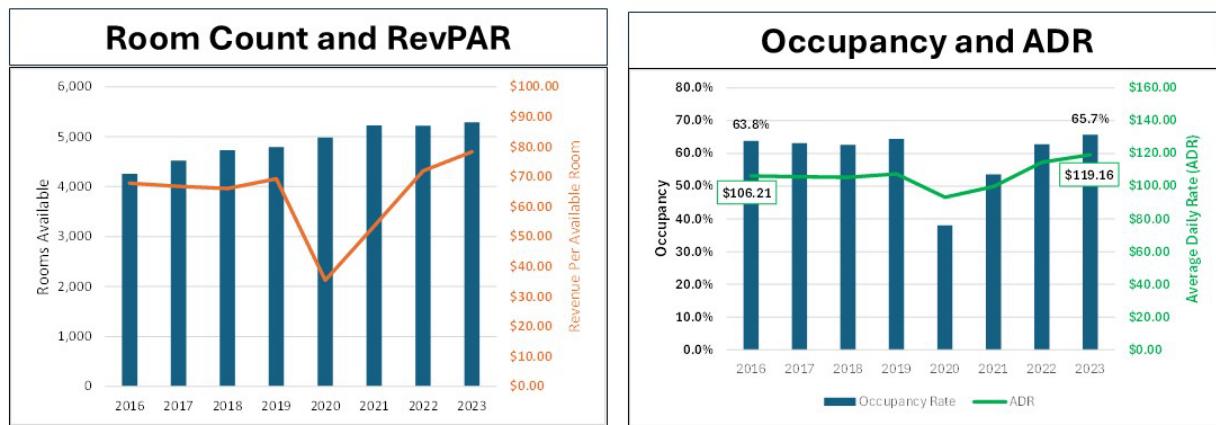
Source: STR; W-ZHA



Thirteen (13) Upper Midscale-Plus hotels, totaling 1,400 rooms, have been developed in the market since 2013. Three of these hotels, totaling 284 rooms, opened in Downtown: the WaterWalk Extended Stay (62 rooms), the Hilton Garden Inn (127 rooms), and the Home2 Suites (95 rooms).

Figure 30

Marketwide Upper Midscale-Plus Hotel Performance Trends



Source: STR; W-ZHA

Except for the years where COVID significantly impacted travel (Years 2020 and 2021), the hotel market's average revenue per available room (RevPAR) has increased.² The graph illustrates that RevPAR plummeted in 2020 during COVID-19, with recovery beginning in 2021. By 2022, the market's revenue per available room exceeded pre-pandemic levels.

Between 2016 and 2023, including the COVID years, the market's RevPAR experienced an average annual growth rate of 2.1%. Over this same period, the Purchase Price Index for hotels and motels increased at an average annual growth rate of 3.2%, so there was some erosion in real (inflation-adjusted) RevPAR likely due to COVID.

RevPAR grew marketwide due to increases in occupancy and average daily rates (ADRs). Occupied rooms grew at a compound average annual growth rate of 3.6%, and the ADR, at a 1.7% rate. Today, marketwide occupancy is 65.7%, with an average daily rate of \$119.16.

² Revenue per available room is hotel room revenue divided by occupied room nights.

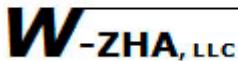
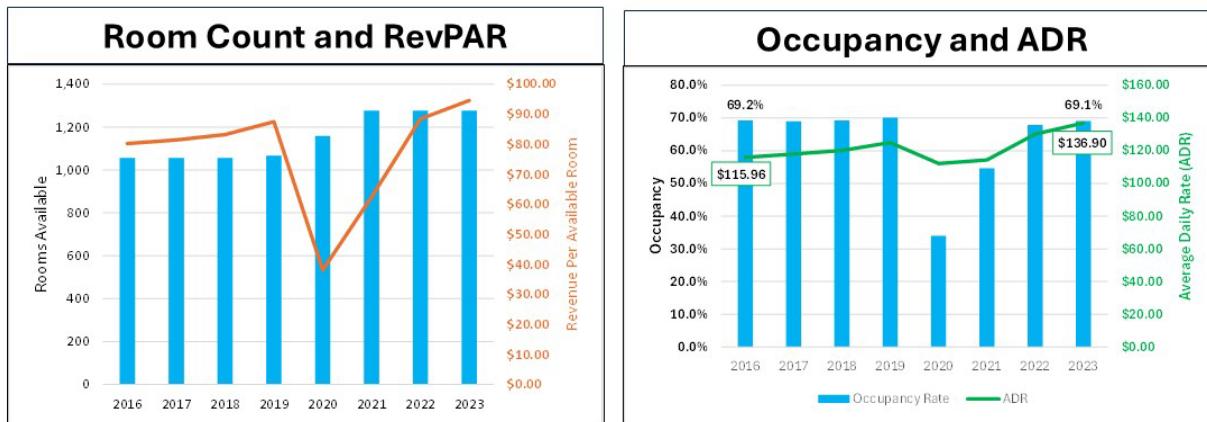


Figure 31

Downtown Upper Midscale-Plus Hotel Performance Trends



Source: STR; W-ZHA

By 2022, Downtown RevPAR exceeded pre-pandemic levels. Downtown's average RevPAR in 2023 (\$94.57) was 29% higher than the suburban RevPAR (\$73.46).

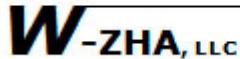
Average daily rate growth among Downtown hotels fueled RevPAR growth between 2013 and 2023. The Downtown's RevPAR experienced an average annual growth rate of 2.4% between 2013 and 2023. RevPAR growth did not keep up with inflation so there was some erosion in real RevPAR likely due to COVID. Today, market occupancy is 69.1%, with an average daily rate of \$136.90.

Table 26

Hotel Market Performance Sedgwick County Upper Midscale-Plus Hotels												
Year	Hotel Rooms			Occupied Rooms			ADR		RevPAR			
	Total	Suburbs	Downtown	Total	Suburbs	Downtown	Total	Suburbs	Downtown	Total	Suburbs	Downtown
2016	Rooms	Rooms	Rooms	991,653	740,562	251,091	\$106.21	\$102.90	\$115.96	\$67.81	\$64.01	\$80.25
2017	4,256	3,200	1,056	1,041,913	791,645	250,268	\$105.83	\$101.97	\$118.02	\$66.78	\$62.66	\$81.41
2018	4,524	3,468	1,056	1,081,578	830,223	251,355	\$105.47	\$101.04	\$120.10	\$66.08	\$61.53	\$83.20
2019	4,729	3,673	1,056	1,127,699	870,835	256,864	\$107.48	\$102.32	\$124.98	\$69.26	\$64.42	\$87.53
2020	4,794	3,728	1,067	691,547	555,577	135,970	\$93.22	\$88.57	\$112.21	\$35.45	\$34.69	\$38.14
2021	4,982	3,825	1,158	1,021,806	779,616	242,190	\$99.78	\$95.28	\$114.29	\$53.48	\$50.78	\$62.41
2022	5,223	3,946	1,277	1,196,445	895,436	301,009	\$114.55	\$109.30	\$130.16	\$71.91	\$66.91	\$88.40
2023	5,289	4,012	1,276	1,268,501	962,315	306,186	\$119.16	\$113.52	\$136.90	\$78.30	\$73.46	\$94.57
Change 2016 - 2023	1,033	813	220	276,848	221,753	55,095	\$12.95	\$10.62	\$20.94	\$10.50	\$9.44	\$14.31
GAGR 2016 - 23	3.2%	3.3%	2.7%	3.6%	3.8%	2.9%	1.7%	1.4%	2.4%	2.1%	2.0%	2.4%

Source: STR; W-ZHA

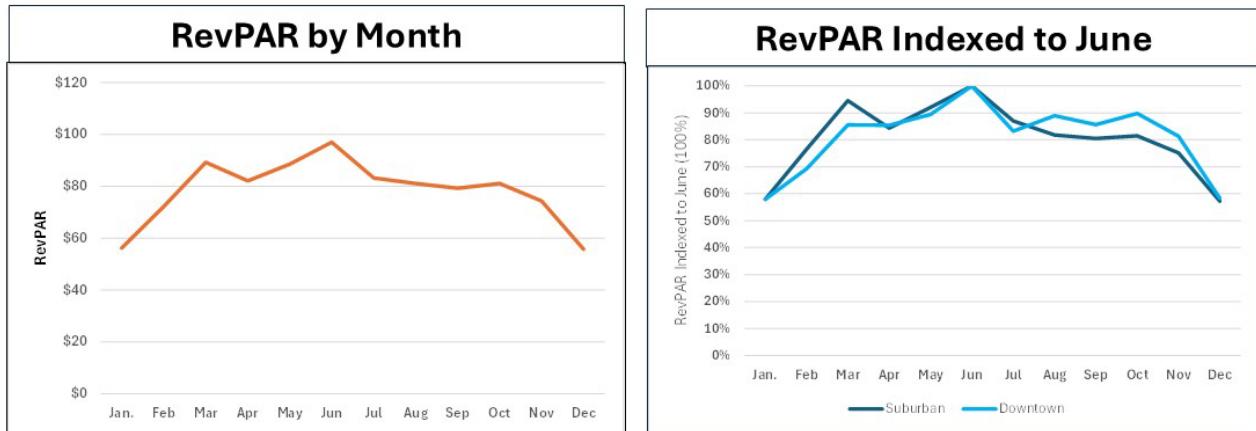
Table 26 summarizes performance trends marketwide and for suburban and Downtown hotels. Downtown has outperformed suburban Upper Midscale-Plus hotels in occupancy and has also experienced faster growth in ADR and RevPAR.



SEASONALITY AND DAY OF WEEK PERFORMANCE

Figure 32

RevPAR by Month and RevPAR for Downtown and Suburban Hotels Indexed to June Peak

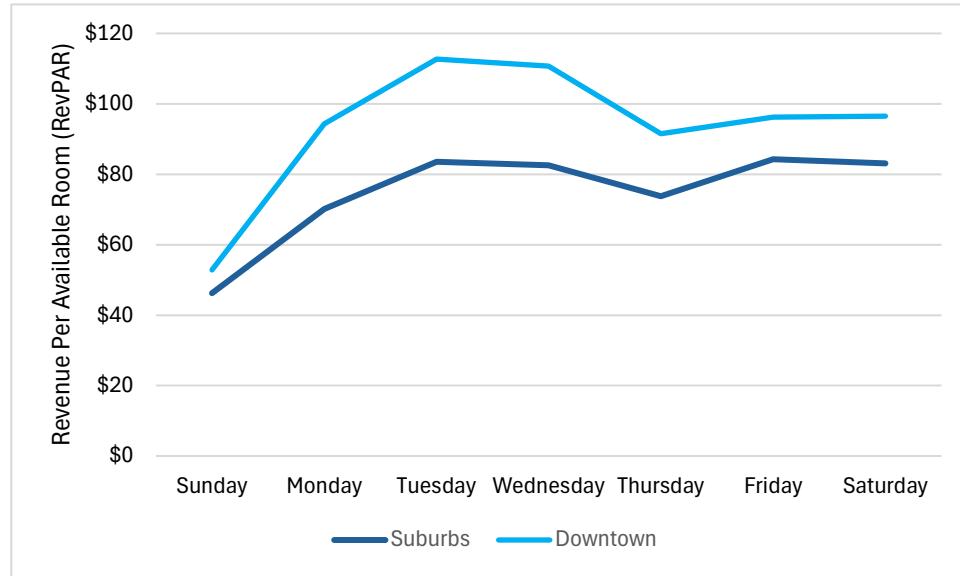


Source: STR; W-ZHA

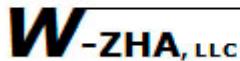
The Wichita hotel market is seasonal. The hotel market is strongest in June and weakest in the winter months. Downtown hotels perform better in the fall months. The meeting and convention market is active in the fall and this likely contributes to Downtown's stronger performance in these months.

Figure 33

RevPAR by Day of the Week, Downtown and Suburban Hotels



Source: STR; W-ZHA



Downtown hotel performance peaks on Tuesdays and Wednesdays. The business segment of the market drives weekday performance. As is illustrated, Downtown's RevPAR is considerably higher than the suburbs on these weekdays.

DOWNTOWN MARKET SEGMENTS

Downtown hotel room demand has been estimated by individual segments based on the nature of travel. The three segments are commercial/business, meeting and group, and leisure. Downtown room night demand is a rough estimate based on interviews and STR data.

The commercial/business market consists mainly of individuals conducting business with Wichita businesses or people passing through Wichita while conducting business. Brand loyalty, as well as location and convenience with respect to business amenities, impacts hotel choices in this segment. Commercial demand is strongest Monday through Thursday nights, declines significantly on Friday and Saturday nights, and increases somewhat on Sunday nights.

Today, Downtown benefits from having a variety of hotel brands (Hyatt, Drury, Hilton, Wyndham, and Marriott) available for business travelers. Hotel managers point to Downtown's central location, walkability, and eat/drink destinations as valuable to the business market.

The meeting and group market includes meetings, seminars, conventions, trade association shows/conventions, and similar gatherings of ten or more people. Traveling sports teams and performance/event groups are included in this segment. Meeting and group events occur during the week and weekends. This segment typically books blocks of rooms well in advance of their event.

The major anchors driving the meeting and group market include Century II, INTRUST Bank Arena, and Equity Bank Park (formerly Riverfront Stadium). In early 2022, Conventions, Sports & Leisure International (CSL) completed a report titled "Feasibility Analysis of a New Convention Center in Wichita, Kansas" ("The CSL Report") for Visit Wichita and other stakeholders.

The CSL Report's key findings related to Century II's performance are as follows:

- Century II is a valuable asset serving Wichita's local and non-local events.
- Century II allows Wichita to attract state/regional conventions successfully.
- Wichita is challenged in its ability to compete for national conventions due to Century II's physical condition and configuration and too few nearby hotel rooms.
- 100 additional hotel rooms at the Hyatt or adjacent to Century II are needed to better position Century II for regional and national conventions.
- As competitive cities continue to invest in their convention centers, Wichita's competitive position for national conventions has and will continue to diminish.

Hotel managers interviewed mentioned that Wichita's growing sports market has bolstered the meeting and group market. Sports-related block reservations (like the NCAA tournament and Wichita Wind Surge and Wichita Thunder visiting teams) have helped mitigate other weaknesses in the market.

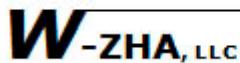


Table 27

**Group and Meeting Space
Wichita Downtown Plan Area
December, 2024**

Name	Rentable Space (Sq Ft)	Largest Contiguous Space (Sq Ft)
Century II	197,600	93,000
INTRUST Bank Arena	32,000	32,000
Hyatt Regency Wichita	18,100	10,200
Drury Plaza Hotel Broadview Wichita	13,400	9,200
Hotel At Old Town	9,800	8,200
Wichita Scottish Rite Center	11,200	6,800
Courtyard Wichita at Old Town	7,000	4,500
Ambassador Hotel	3,600	1,700
Total	292,700	

Source: CSL, *Feasibility Analysis of a New Convention Center in Wichita, Kansas* ; W-ZHA

Other meeting spaces Downtown also contribute to the group and meeting market.

The leisure market consists of people spending time in or passing through Wichita. Travel purposes include sightseeing, recreation (like going to a concert or sporting event), social events (like weddings), and visiting friends and relatives. Leisure demand is strongest on Friday and Saturday nights, the inverse of commercial demand.

Overnight visitors to performances or events at Century II, INTRUST Bank Arena and other Downtown venues fall into this category. INTRUST Arena averages 85 events per year with an annual attendance of approximately 350,000. The Arena is the home of the Wichita Thunder hockey team. It hosts other sporting events as well as concerts and other community events. The EP2 initiative with Destination Playscape (opening in 2025) should generate additional demand in this segment.

W-ZHA has estimated Downtown room night occupancy by market segment based on interviews and daily RevPAR data. Note that each hotel Downtown caters to different market segments and will, thus, have a different segment mix.

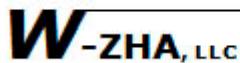
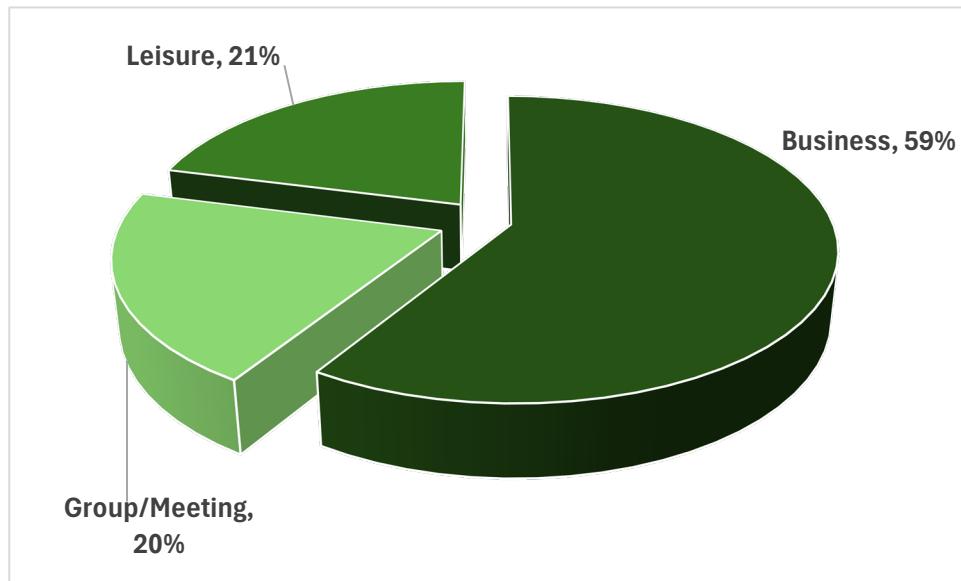


Figure 34

Downtown Room Night Occupancy by Market Segment



Source: W-ZHA

W-ZHA estimates that approximately 59% of the occupied room nights in Downtown are business-related stays. Leisure stays are estimated to account for 21% of Downtown demand and group/meeting, 20%.

HOTEL POTENTIAL

In this section of the report, Downtown's Upper Midscale-Plus hotel room potential is quantified over a 10-year period (2024 to 2034). Hotel room potential is derived from growth in the Wichita economy. In addition, a 100-room convention hotel room allowance is included to support Century II. Otherwise, the forecast does not contemplate significant changes to Wichita's convention center.

Between 2016 and 2023, the number of Upper Midscale occupied room nights grew at an average rate of 3.6% per year. Over this 7-year period, occupied room nights increased by approximately 277,000. Extrapolating this growth over a 10-year period would result in 418,000 additional occupied room nights.

As a Base scenario, W-ZHA has assumed a slightly lower occupied room growth rate, given the slower employment growth projected for the region over the next 10 years. Most of this slower growth is attributed to job losses in goods-producing industries. Many of the businesses in these industries are large, so W-ZHA does not expect that these job losses will significantly impact these industries' demand for hotel rooms in the future. However, slower growth is forecast among other industries.

In light of the forecasts, W-ZHA has assumed a Base occupied room night annual growth rate of 3.5% and a More Aggressive growth rate of 3.8% per year. The growth rate was applied to 2024 estimated occupied rooms.

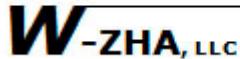


Table 28

Upper Midscale-Plus Occupied Room Forecast	
Wichita Market	
2024 - 2034	

	Base	More Aggressive
Room Night CAGR	3.50%	3.80%
2024 Est. Occupied Room Nights	1,278,935	
2034 Net New Roomnights	525,129	578,108
New Occupied Rooms	1,440	1,580

Source: W-ZHA

W-ZHA estimates that growth will support approximately 1,440 to 1,580 Upper Midscale-Plus rooms in Sedgwick County. Many of these rooms will be new as the market's occupancy is 65.7%, over the minimum occupancy threshold of 65%.

In 2022 and 2023, Downtown captured approximately 25% of the Upper Midscale-Plus hotel market's room demand. Under the More Aggressive scenario, Downtown is projected to capture 28% of new room night demand. This higher capture rate assumes that Downtown becomes an increasingly competitive hotel location with the BioMed Campus, EP2, and other investments that contribute to Downtown's 24-hour, mixed-use dynamic environment.

Table 29

Upper Midscale-Plus Hotel Room Potential ^{/1}	
Downtown Plan Area	
2024 - 2034	

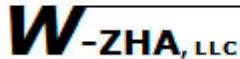
New Occupied Rooms from Economic Growth

Base Scenario	1,440
More Aggressive Scenario	1,580

	Lower	Higher
Downtown Capture	25%	28%
Downtown Occupied Rooms		
Base Scenario	360	400
More Aggressive Scenario	395	442
Total Rooms Assuming 65% Stabilized Occupancy		
Base Scenario	550	615
More Aggressive Scenario	608	681
Potential New Hotel Rooms Downtown	550	681
<i>Less: AC Marriott Hotel (Pending)</i>	(119)	(119)
Net New Downtown Hotel Rooms 2024 - 2034	430	560

- This projection excludes 100 additional hotel rooms considered necessary to support convention activity. The projection does not contemplate a new convention center.

Source: W-ZHA



Assuming a stabilized occupancy rate of 65%, over the next decade there is the potential for 550 to 681 new hotel rooms Downtown. A portion of this demand (119 rooms) will be captured with the new AC Marriott. This leaves the potential for 430 to 560 new Downtown hotel rooms between now and 2034. Note that this projection excludes new convention-related hotel rooms.

Table 30

Upper Midscale-Plus and Convention Hotel Rooms ^{/1} Downtown Plan Area 2024 - 2034		
	Base	More Aggressive
Net New Downtown Hotel Rooms 2024 - 2034 ^{/1}	430	560
Convention Hotel Allowance	100	100
Total	530	660

1. Net of new AC Hotel.

Source: W-ZHA

With an allowance for 100 additional convention-related hotel rooms, Downtown hotel room potential ranges from 530 to 660 new hotel rooms from 2024 to 2034. The Dream Hotel (155 rooms) will capture a portion of this demand when it opens.

Appendix D

HCM Worksheets

HCM 7th Signalized Intersection Summary

1:

07/08/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations	↑ ↗	↑ ↘		↑ ↗	↑ ↘	↑ ↗	↑ ↘	↑ ↗		↑ ↗	↑ ↘	
Traffic Volume (veh/h)	5	189	23	22	46	16	247	307	4	28	113	95
Future Volume (veh/h)	5	189	23	22	46	16	247	307	4	28	113	95
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00		1.00	1.00		1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	5	205	25	24	50	0	268	334	0	30	123	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	254	324	39	194	425		815	951		587	1545	
Arrive On Green	0.01	0.11	0.11	0.03	0.13	0.00	0.11	0.56	0.00	0.03	0.48	0.00
Sat Flow, veh/h	1603	2874	346	1603	3198	1427	1603	1683	0	1603	3282	0
Grp Volume(v), veh/h	5	113	117	24	50	0	268	334	0	30	123	0
Grp Sat Flow(s), veh/h/ln	1603	1599	1621	1603	1599	1427	1603	1683	0	1603	1599	0
Q Serve(g_s), s	0.2	4.6	4.7	0.9	0.9	0.0	5.1	7.3	0.0	0.6	1.4	0.0
Cycle Q Clear(g_c), s	0.2	4.6	4.7	0.9	0.9	0.0	5.1	7.3	0.0	0.6	1.4	0.0
Prop In Lane	1.00		0.21	1.00		1.00	1.00		0.00	1.00		0.00
Lane Grp Cap(c), veh/h	254	180	183	194	425		815	951		587	1545	
V/C Ratio(X)	0.02	0.63	0.64	0.12	0.12		0.33	0.35		0.05	0.08	
Avail Cap(c_a), veh/h	372	481	487	304	1009		1139	951		689	1545	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	26.5	28.9	28.9	25.8	26.0	0.0	5.8	8.1	0.0	8.2	9.5	0.0
Incr Delay (d2), s/veh	0.0	3.6	3.7	0.3	0.1	0.0	0.2	1.0	0.0	0.0	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	0.1	1.9	1.9	0.3	0.4	0.0	1.4	2.5	0.0	0.2	0.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	26.6	32.4	32.6	26.1	26.2	0.0	6.1	9.1	0.0	8.2	9.6	0.0
LnGrp LOS	C	C	C	C	C		A	A		A	A	
Approach Vol, veh/h						74			602			153
Approach Delay, s/veh						26.1			7.7			9.3
Approach LOS						C			A			A
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.2	37.4	6.3	12.2	6.7	43.0	5.0	13.6				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	21.5	23.5	6.5	20.5	6.5	38.5	5.5	21.5				
Max Q Clear Time (g_c+l1), s	7.1	3.4	2.9	6.7	2.6	9.3	2.2	2.9				
Green Ext Time (p_c), s	0.7	0.6	0.0	1.0	0.0	2.1	0.0	0.2				

Intersection Summary

HCM 7th Control Delay, s/veh 14.7

HCM 7th LOS B

Notes

Unsignalized Delay for [NWR, WBR, SER] is excluded from calculations of the approach delay and intersection delay.

HCM 7th Signalized Intersection Summary

2:

07/08/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↑ ↗	↑ ↘		↑ ↗	↑ ↘		↑ ↗	↑ ↘		↑ ↗	↑ ↘	
Traffic Volume (veh/h)	5	189	23	0	37	2	28	113	95	23	107	43
Future Volume (veh/h)	5	189	23	0	37	2	28	113	95	23	107	43
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00		1.00	1.00		1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	5	205	25	0	40	2	30	123	103	25	116	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	288	378	46	154	209	10	797	466	390	694	918	
Arrive On Green	0.13	0.13	0.13	0.00	0.13	0.13	0.03	0.55	0.55	0.03	0.55	0.00
Sat Flow, veh/h	1228	2874	346	1035	1590	79	1603	847	709	1603	1683	0
Grp Volume(v), veh/h	5	113	117	0	0	42	30	0	226	25	116	0
Grp Sat Flow(s), veh/h/ln	1228	1599	1621	1035	0	1669	1603	0	1556	1603	1683	0
Q Serve(g_s), s	0.2	3.1	3.2	0.0	0.0	1.0	0.4	0.0	3.6	0.3	1.6	0.0
Cycle Q Clear(g_c), s	1.2	3.1	3.2	0.0	0.0	1.0	0.4	0.0	3.6	0.3	1.6	0.0
Prop In Lane	1.00		0.21	1.00		0.05	1.00		0.46	1.00		0.00
Lane Grp Cap(c), veh/h	288	211	213	154	0	220	797	0	856	694	918	
V/C Ratio(X)	0.02	0.54	0.55	0.00	0.00	0.19	0.04	0.00	0.26	0.04	0.13	
Avail Cap(c_a), veh/h	744	803	814	538	0	839	999	0	856	903	918	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	18.6	19.0	19.0	0.0	0.0	18.1	4.2	0.0	5.5	4.4	5.2	0.0
Incr Delay (d2), s/veh	0.0	2.1	2.2	0.0	0.0	0.4	0.0	0.0	0.8	0.0	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	0.0	1.1	1.2	0.0	0.0	0.4	0.1	0.0	1.0	0.1	0.4	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	18.7	21.1	21.2	0.0	0.0	18.5	4.3	0.0	6.3	4.4	5.5	0.0
LnGrp LOS	B	C	C			B	A		A	A	A	
Approach Vol, veh/h						42			256			141
Approach Delay, s/veh						18.5			6.1			5.3
Approach LOS						B			A			A
Timer - Assigned Phs	2	3	4			6	7		8			
Phs Duration (G+Y+Rc), s	10.7	5.9	30.2			10.7	6.1		30.0			
Change Period (Y+Rc), s	4.5	4.5	4.5			4.5	4.5		4.5			
Max Green Setting (Gmax), s	23.5	7.5	25.5			23.5	7.5		25.5			
Max Q Clear Time (g_c+l1), s	5.2	2.3	5.6			3.0	2.4		3.6			
Green Ext Time (p_c), s	1.2	0.0	1.3			0.1	0.0		0.5			
Intersection Summary												
HCM 7th Control Delay, s/veh				11.9								
HCM 7th LOS				B								
Notes												
Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.												

HCM 7th Signalized Intersection Summary

1:

07/08/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations	↑ ↗	↑ ↘		↑ ↗	↑ ↘	↑ ↗	↑ ↘	↑ ↗		↑ ↗	↑ ↘	
Traffic Volume (veh/h)	23	149	55	121	262	167	119	213	1	52	422	46
Future Volume (veh/h)	23	149	55	121	262	167	119	213	1	52	422	46
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00		1.00	1.00		1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	25	162	60	132	285	0	129	232	0	57	459	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	238	256	91	291	560		535	838		608	1536	
Arrive On Green	0.03	0.11	0.11	0.09	0.18	0.00	0.06	0.50	0.00	0.05	0.48	0.00
Sat Flow, veh/h	1603	2310	824	1603	3198	1427	1603	1683	0	1603	3282	0
Grp Volume(v), veh/h	25	110	112	132	285	0	129	232	0	57	459	0
Grp Sat Flow(s), veh/h/ln	1603	1599	1535	1603	1599	1427	1603	1683	0	1603	1599	0
Q Serve(g_s), s	1.0	4.7	5.0	4.9	5.8	0.0	2.8	5.7	0.0	1.2	6.2	0.0
Cycle Q Clear(g_c), s	1.0	4.7	5.0	4.9	5.8	0.0	2.8	5.7	0.0	1.2	6.2	0.0
Prop In Lane	1.00		0.54	1.00		1.00	1.00		0.00	1.00		0.00
Lane Grp Cap(c), veh/h	238	177	170	291	560		535	838		608	1536	
V/C Ratio(X)	0.11	0.62	0.66	0.45	0.51		0.24	0.28		0.09	0.30	
Avail Cap(c_a), veh/h	318	437	420	402	1143		712	838		656	1536	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	26.9	30.3	30.4	23.4	26.6	0.0	8.3	10.4	0.0	8.4	11.2	0.0
Incr Delay (d2), s/veh	0.2	3.5	4.2	1.1	0.7	0.0	0.2	0.8	0.0	0.1	0.5	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	0.4	1.9	2.0	1.9	2.2	0.0	0.9	2.1	0.0	0.4	2.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	27.1	33.8	34.6	24.5	27.4	0.0	8.6	11.3	0.0	8.5	11.7	0.0
LnGrp LOS	C	C	C	C	C		A	B		A	B	
Approach Vol, veh/h		247			417			361			516	
Approach Delay, s/veh		33.5			26.5			10.3			11.4	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	9.1	38.8	11.0	12.4	7.9	40.0	6.5	17.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	12.5	28.5	11.5	19.5	5.5	35.5	5.5	25.5				
Max Q Clear Time (g_c+l1), s	4.8	8.2	6.9	7.0	3.2	7.7	3.0	7.8				
Green Ext Time (p_c), s	0.2	3.0	0.1	0.9	0.0	1.4	0.0	1.6				

Intersection Summary

HCM 7th Control Delay, s/veh 18.8

HCM 7th LOS B

Notes

Unsignalized Delay for [NWR, WBR, SER] is excluded from calculations of the approach delay and intersection delay.

HCM 7th Signalized Intersection Summary

2:

07/08/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↑	↑↑		↑	↑↑		↑	↑↑		↑	↑↑	
Traffic Volume (veh/h)	66	241	7	17	265	9	22	133	16	51	250	263
Future Volume (veh/h)	66	241	7	17	265	9	22	133	16	51	250	263
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No											
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	72	262	8	18	288	10	24	145	17	55	272	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	221	857	26	316	438	15	549	698	82	646	831	
Arrive On Green	0.27	0.27	0.27	0.27	0.27	0.27	0.03	0.47	0.47	0.05	0.49	0.00
Sat Flow, veh/h	973	3169	96	998	1617	56	1603	1479	173	1603	1683	0
Grp Volume(v), veh/h	72	132	138	18	0	298	24	0	162	55	272	0
Grp Sat Flow(s), veh/h/ln	973	1599	1666	998	0	1673	1603	0	1652	1603	1683	0
Q Serve(g_s), s	4.6	4.2	4.3	0.9	0.0	10.2	0.5	0.0	3.7	1.1	6.3	0.0
Cycle Q Clear(g_c), s	14.8	4.2	4.3	5.2	0.0	10.2	0.5	0.0	3.7	1.1	6.3	0.0
Prop In Lane	1.00		0.06	1.00		0.03	1.00		0.10	1.00		0.00
Lane Grp Cap(c), veh/h	221	433	451	316	0	453	549	0	780	646	831	
V/C Ratio(X)	0.33	0.30	0.31	0.06	0.00	0.66	0.04	0.00	0.21	0.09	0.33	
Avail Cap(c_a), veh/h	272	517	539	368	0	541	632	0	780	695	831	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	27.5	18.7	18.7	20.8	0.0	20.9	8.4	0.0	10.0	7.8	9.9	0.0
Incr Delay (d2), s/veh	0.8	0.4	0.4	0.1	0.0	2.2	0.0	0.0	0.6	0.1	1.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	1.1	1.5	1.6	0.2	0.0	4.0	0.2	0.0	1.3	0.3	2.3	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	28.3	19.1	19.1	20.9	0.0	23.1	8.5	0.0	10.6	7.9	10.9	0.0
LnGrp LOS	C	B	B	C		C	A		B	A	B	
Approach Vol, veh/h		342			316			186			327	
Approach Delay, s/veh		21.1			23.0			10.3			10.4	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	2	3	4		6	7	8					
Phs Duration (G+Y+Rc), s	22.0	7.6	35.0		22.0	6.3	36.4					
Change Period (Y+Rc), s	4.5	4.5	4.5		4.5	4.5	4.5					
Max Green Setting (Gmax), s	20.9	5.1	30.5		20.9	5.1	30.5					
Max Q Clear Time (g_c+l1), s	16.8	3.1	5.7		12.2	2.5	8.3					
Green Ext Time (p_c), s	0.7	0.0	0.9		1.2	0.0	1.5					
Intersection Summary												
HCM 7th Control Delay, s/veh			16.9									
HCM 7th LOS			B									
Notes												
Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.												

HCM 7th Signalized Intersection Summary

1:

07/08/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations	↑ ↗	↑ ↘	↑ ↗	↑ ↘	↑ ↗	↑ ↘	↑ ↗	↑ ↘		↑ ↗	↑ ↘	
Traffic Volume (veh/h)	8	321	39	37	78	27	419	521	7	48	192	161
Future Volume (veh/h)	8	321	39	37	78	27	419	521	7	48	192	161
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No											
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	9	349	42	40	85	0	455	566	0	52	209	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	363	400	339	173	441		546	810		66	1109	
Arrive On Green	0.01	0.24	0.24	0.04	0.26	0.00	0.18	0.48	0.00	0.04	0.35	0.00
Sat Flow, veh/h	1603	1683	1427	1603	1683	1427	3110	1683	0	1603	3282	0
Grp Volume(v), veh/h	9	349	42	40	85	0	455	566	0	52	209	0
Grp Sat Flow(s), veh/h/ln	1603	1683	1427	1603	1683	1427	1555	1683	0	1603	1599	0
Q Serve(g_s), s	0.4	17.5	2.0	1.6	3.5	0.0	12.4	23.1	0.0	2.8	4.0	0.0
Cycle Q Clear(g_c), s	0.4	17.5	2.0	1.6	3.5	0.0	12.4	23.1	0.0	2.8	4.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		0.00
Lane Grp Cap(c), veh/h	363	400	339	173	441		546	810		66	1109	
V/C Ratio(X)	0.02	0.87	0.12	0.23	0.19		0.83	0.70		0.79	0.19	
Avail Cap(c_a), veh/h	591	526	446	526	698		760	810		228	1109	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	25.0	32.3	26.3	25.7	25.2	0.0	35.0	17.8	0.0	41.8	20.1	0.0
Incr Delay (d2), s/veh	0.0	12.0	0.2	0.7	0.2	0.0	5.7	5.0	0.0	18.9	0.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	0.1	8.3	0.7	0.6	1.4	0.0	5.0	9.5	0.0	1.4	1.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	25.0	44.3	26.5	26.3	25.4	0.0	40.7	22.8	0.0	60.7	20.5	0.0
LnGrp LOS	C	D	C	C	C		D	C		E	C	
Approach Vol, veh/h		400			125			1021			261	
Approach Delay, s/veh		42.0			25.7			30.8			28.5	
Approach LOS		D			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	19.9	35.0	7.6	25.4	8.1	46.9	5.5	27.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	21.5	30.5	22.5	27.5	12.5	39.5	13.5	36.5				
Max Q Clear Time (g_c+l1), s	14.4	6.0	3.6	19.5	4.8	25.1	2.4	5.5				
Green Ext Time (p_c), s	1.0	1.3	0.1	1.4	0.0	3.2	0.0	0.4				
Intersection Summary												
HCM 7th Control Delay, s/veh			32.6									
HCM 7th LOS			C									
Notes												
Unsignalized Delay for [NWR, WBR, SER] is excluded from calculations of the approach delay and intersection delay.												

HCM 7th Signalized Intersection Summary

2:

07/08/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↑ ↗	↑ ↘	↑ ↙	↑ ↖	↑ ↗	↑ ↘	↑ ↙	↑ ↖		↑ ↗	↑ ↘	↑ ↙
Traffic Volume (veh/h)	239	653	8	0	63	3	7	343	14	39	182	73
Future Volume (veh/h)	239	653	8	0	63	3	7	343	14	39	182	73
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No											
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	260	710	9	0	68	3	8	373	15	42	198	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	616	749	634	74	104	88	441	618	25	306	688	
Arrive On Green	0.34	0.44	0.44	0.00	0.06	0.06	0.01	0.38	0.38	0.03	0.41	0.00
Sat Flow, veh/h	1603	1683	1427	1603	1683	1427	1603	1607	65	1603	1683	1427
Grp Volume(v), veh/h	260	710	9	0	68	3	8	0	388	42	198	0
Grp Sat Flow(s), veh/h/ln	1603	1683	1427	1603	1683	1427	1603	0	1672	1603	1683	1427
Q Serve(g_s), s	7.2	40.1	0.3	0.0	3.9	0.2	0.3	0.0	18.4	1.5	7.8	0.0
Cycle Q Clear(g_c), s	7.2	40.1	0.3	0.0	3.9	0.2	0.3	0.0	18.4	1.5	7.8	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.04	1.00		1.00
Lane Grp Cap(c), veh/h	616	749	634	74	104	88	441	0	643	306	688	
V/C Ratio(X)	0.42	0.95	0.01	0.00	0.65	0.03	0.02	0.00	0.60	0.14	0.29	
Avail Cap(c_a), veh/h	634	790	670	194	331	281	546	0	643	420	688	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	23.1	26.4	15.4	0.0	45.4	34.8	18.4	0.0	24.4	19.0	19.6	0.0
Incr Delay (d2), s/veh	0.5	20.0	0.0	0.0	6.8	0.2	0.0	0.0	4.2	0.2	1.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	4.4	19.4	0.1	0.0	1.8	0.1	0.1	0.0	7.8	0.6	3.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	23.5	46.4	15.4	0.0	52.2	34.9	18.4	0.0	28.6	19.2	20.7	0.0
LnGrp LOS	C	D	B		D	C	B		C	B	C	
Approach Vol, veh/h		979				71			396		240	
Approach Delay, s/veh		40.0				51.5			28.4		20.4	
Approach LOS		D				D			C		C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	48.5	7.9	42.6	37.9	10.6	5.5	45.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	7.5	46.5	10.5	37.5	34.5	19.5	7.5	40.5				
Max Q Clear Time (g_c+l1), s	0.0	42.1	3.5	20.4	9.2	5.9	2.3	9.8				
Green Ext Time (p_c), s	0.0	1.9	0.0	2.2	0.8	0.2	0.0	1.2				

Intersection Summary

HCM 7th Control Delay, s/veh 35.0

HCM 7th LOS C

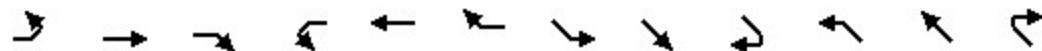
Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 7th Signalized Intersection Summary

1:

07/08/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (veh/h)	39	253	93	205	445	283	202	362	2	88	716	78
Future Volume (veh/h)	39	253	93	205	445	283	202	362	2	88	716	78
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No			No		No	
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	42	275	101	223	484	0	220	393	0	96	778	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	164	378	320	344	532		602	689		364	1261	
Arrive On Green	0.04	0.22	0.22	0.13	0.32	0.00	0.07	0.41	0.00	0.05	0.39	0.00
Sat Flow, veh/h	1603	1683	1427	1603	1683	1427	3110	1683	0	1603	3282	0
Grp Volume(v), veh/h	42	275	101	223	484	0	220	393	0	96	778	0
Grp Sat Flow(s), veh/h/ln	1603	1683	1427	1603	1683	1427	1555	1683	0	1603	1599	0
Q Serve(g_s), s	1.9	14.6	5.7	9.8	26.6	0.0	3.9	17.3	0.0	3.4	18.8	0.0
Cycle Q Clear(g_c), s	1.9	14.6	5.7	9.8	26.6	0.0	3.9	17.3	0.0	3.4	18.8	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		0.00
Lane Grp Cap(c), veh/h	164	378	320	344	532		602	689		364	1261	
V/C Ratio(X)	0.26	0.73	0.32	0.65	0.91		0.37	0.57		0.26	0.62	
Avail Cap(c_a), veh/h	332	480	407	515	637		1084	689		487	1261	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	28.9	34.7	31.2	24.0	31.7	0.0	17.2	21.9	0.0	17.2	23.4	0.0
Incr Delay (d2), s/veh	0.8	4.1	0.6	2.1	15.4	0.0	0.4	3.4	0.0	0.4	2.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	0.8	6.3	2.0	3.8	12.8	0.0	1.4	7.3	0.0	1.3	7.3	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	29.7	38.7	31.8	26.1	47.0	0.0	17.6	25.3	0.0	17.5	25.7	0.0
LnGrp LOS	C	D	C	C	D		B	C		B	C	
Approach Vol, veh/h		418			707			613			874	
Approach Delay, s/veh		36.1			40.4			22.6			24.8	
Approach LOS		D			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.1	42.5	16.7	26.2	9.6	44.0	7.9	35.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	21.5	30.5	22.5	27.5	12.5	39.5	13.5	36.5				
Max Q Clear Time (g_c+l1), s	5.9	20.8	11.8	16.6	5.4	19.3	3.9	28.6				
Green Ext Time (p_c), s	0.6	3.7	0.5	1.4	0.1	2.3	0.0	1.9				

Intersection Summary

HCM 7th Control Delay, s/veh

30.3

HCM 7th LOS

C

Notes

Unsignalized Delay for [NWR, WBR, SER] is excluded from calculations of the approach delay and intersection delay.

HCM 7th Signalized Intersection Summary

2:

07/08/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↑ ↗	↑ ↘	↑ ↙	↑ ↖	↑ ↗	↑ ↘	↑ ↙	↑ ↖	↑ ↗	↑ ↘	↑ ↙	↑ ↖
Traffic Volume (veh/h)	112	409	12	29	450	15	37	226	27	87	424	446
Future Volume (veh/h)	112	409	12	29	450	15	37	226	27	87	424	446
Initial Q (Q _b), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No											
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683	1683
Adj Flow Rate, veh/h	122	445	13	32	489	16	40	246	29	95	461	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	180	585	495	136	551	467	277	565	67	417	675	
Arrive On Green	0.05	0.35	0.35	0.03	0.33	0.33	0.03	0.38	0.38	0.05	0.40	0.00
Sat Flow, veh/h	1603	1683	1427	1603	1683	1427	1603	1478	174	1603	1683	1427
Grp Volume(v), veh/h	122	445	13	32	489	16	40	0	275	95	461	0
Grp Sat Flow(s), veh/h/ln	1603	1683	1427	1603	1683	1427	1603	0	1652	1603	1683	1427
Q Serve(g_s), s	1.0	22.5	0.6	1.4	26.4	0.6	1.4	0.0	11.8	3.4	21.7	0.0
Cycle Q Clear(g_c), s	1.0	22.5	0.6	1.4	26.4	0.6	1.4	0.0	11.8	3.4	21.7	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.11	1.00		1.00
Lane Grp Cap(c), veh/h	180	585	495	136	551	467	277	0	631	417	675	
V/C Ratio(X)	0.68	0.76	0.03	0.23	0.89	0.03	0.14	0.00	0.44	0.23	0.68	
Avail Cap(c_a), veh/h	242	745	632	280	798	676	381	0	631	558	675	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	43.1	27.8	20.6	27.2	30.6	14.4	18.9	0.0	22.0	17.1	23.7	0.0
Incr Delay (d2), s/veh	4.6	3.5	0.0	0.9	8.7	0.0	0.2	0.0	2.2	0.3	5.5	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	3.0	9.3	0.2	0.5	11.7	0.2	0.5	0.0	4.9	1.3	9.3	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	47.6	31.3	20.7	28.1	39.3	14.4	19.2	0.0	24.2	17.3	29.2	0.0
LnGrp LOS	D	C	C	C	D	B	B		C	B	C	
Approach Vol, veh/h		580			537			315			556	
Approach Delay, s/veh		34.5			37.9			23.5			27.2	
Approach LOS		C			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	7.4	37.8	9.6	41.2	9.3	35.9	7.8	43.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.5	42.5	13.5	34.5	8.5	45.5	9.5	38.5				
Max Q Clear Time (g_c+l1), s	3.4	24.5	5.4	13.8	3.0	28.4	3.4	23.7				
Green Ext Time (p_c), s	0.0	2.7	0.1	1.5	0.1	2.9	0.0	2.5				

Intersection Summary

HCM 7th Control Delay, s/veh

31.6

HCM 7th LOS

C

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

SITE LAYOUT

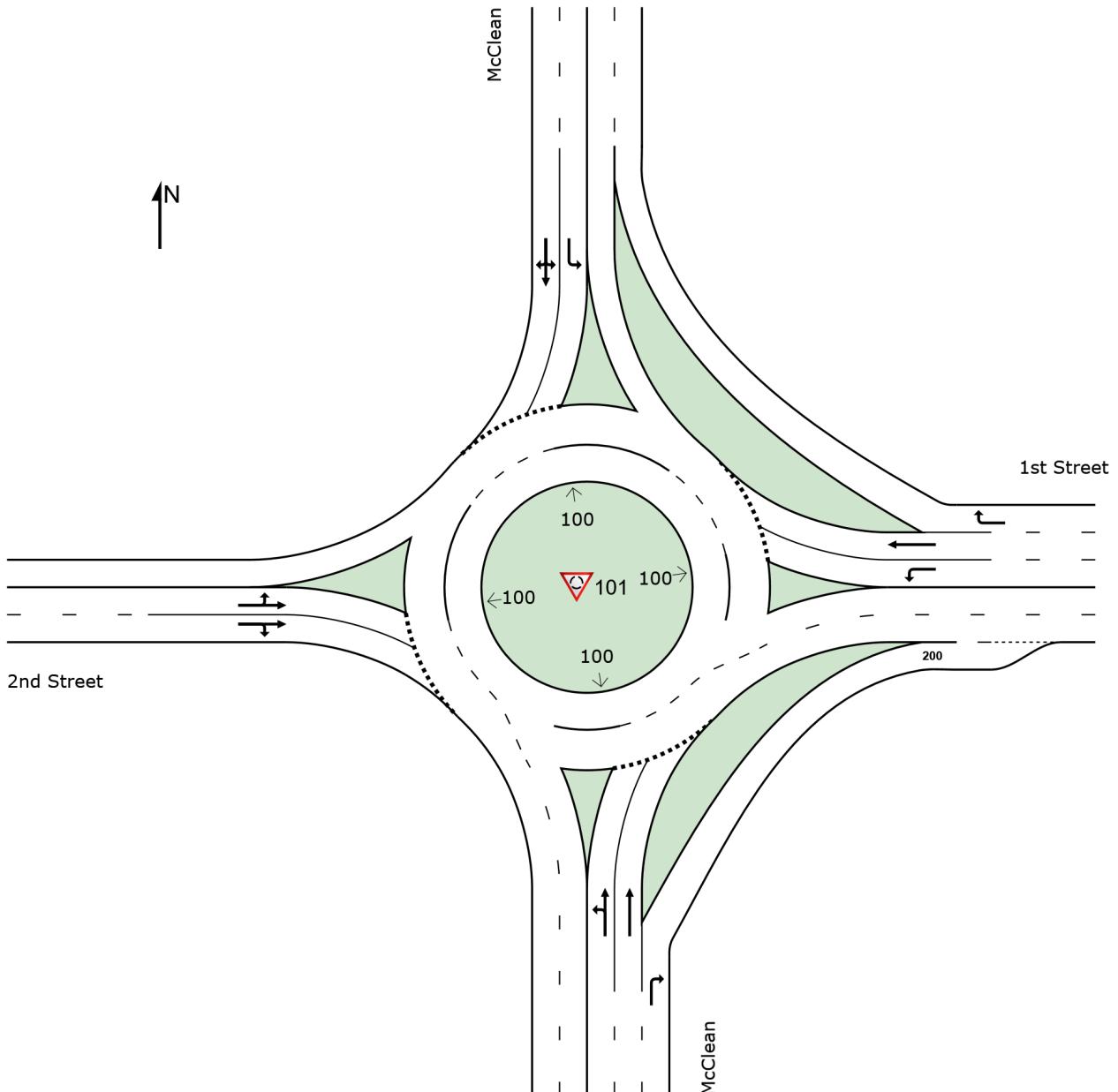
Site: 101 [1st and McClean (Site Folder: General)]

New Site

Site Category: (None)

Roundabout

Layout pictures are schematic functional drawings reflecting input data. They are not design drawings.



LEVEL OF SERVICE

Lane Level of Service

 Site: 101 [1st and McClean (Site Folder: General)]

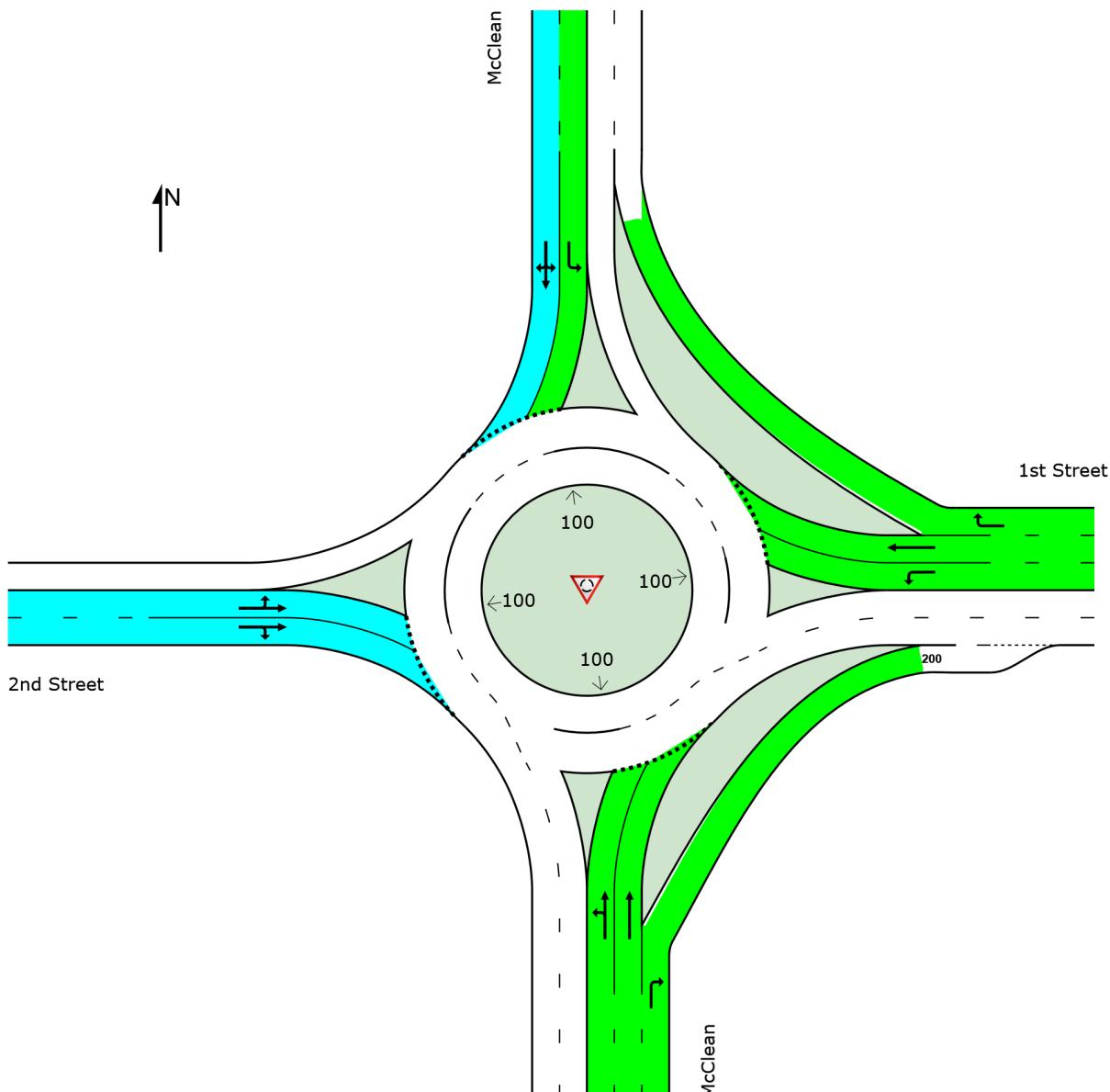
Output produced by SIDRA INTERSECTION Version: 9.1.1.200

New Site

Site Category: (None)

Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	A	A	B	B	B



Colour code based on Level of Service



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).

LOS F will result if $v/c > 1$ irrespective of movement delay value (does not apply for approaches and intersection).

Roundabout Level of Service Method: SIDRA Roundabout LOS

Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

DELAY - AVERAGE (STOP-LINE)

Average stop-line delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [1st and McClean (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.1.200

New Site

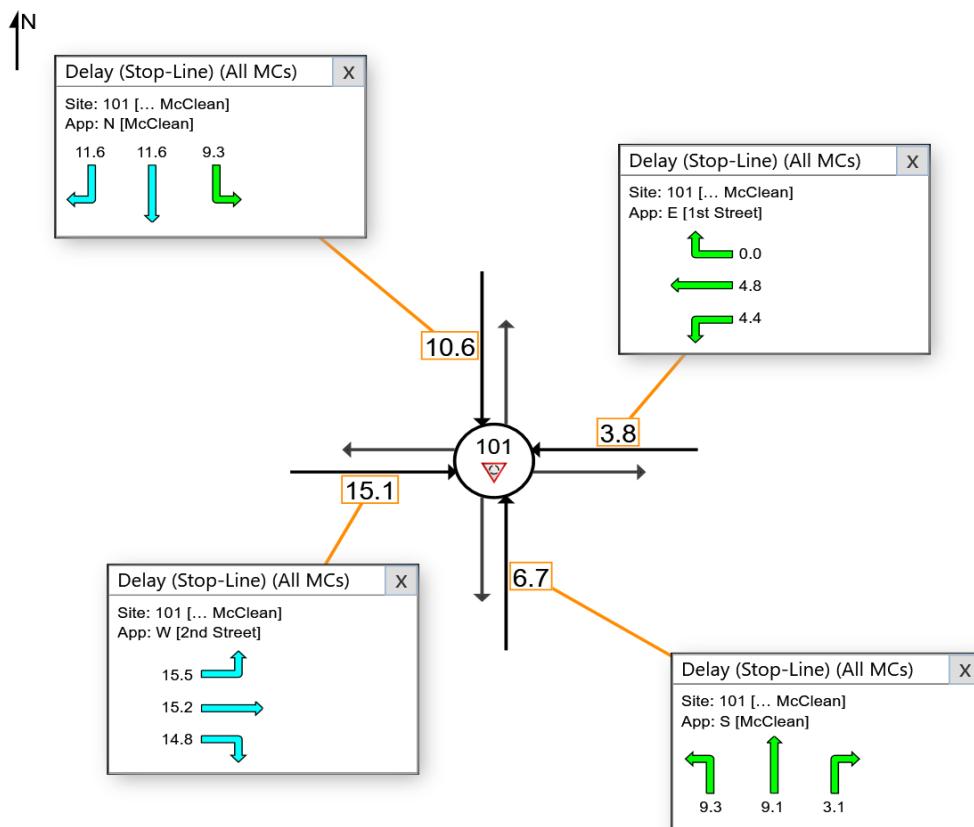
Site Category: (None)

Roundabout

Use the button below to open or close all popup boxes. Click value labels to move to preferred positions.
Click and drag popup boxes to move to preferred positions.

[Close All Popups](#)

All Movement Classes



Colour code based on Level of Service



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Roundabout Level of Service Method: SIDRA Roundabout LOS

Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

Approach values are flow-weighted average values for vehicle movements (pedestrian delays not included).

ROUNDABOUT CIRCULATING FLOWS

Total Values for All Movement Classes Based on Site Arrival Flow Rates
(veh/h and pcu/h)

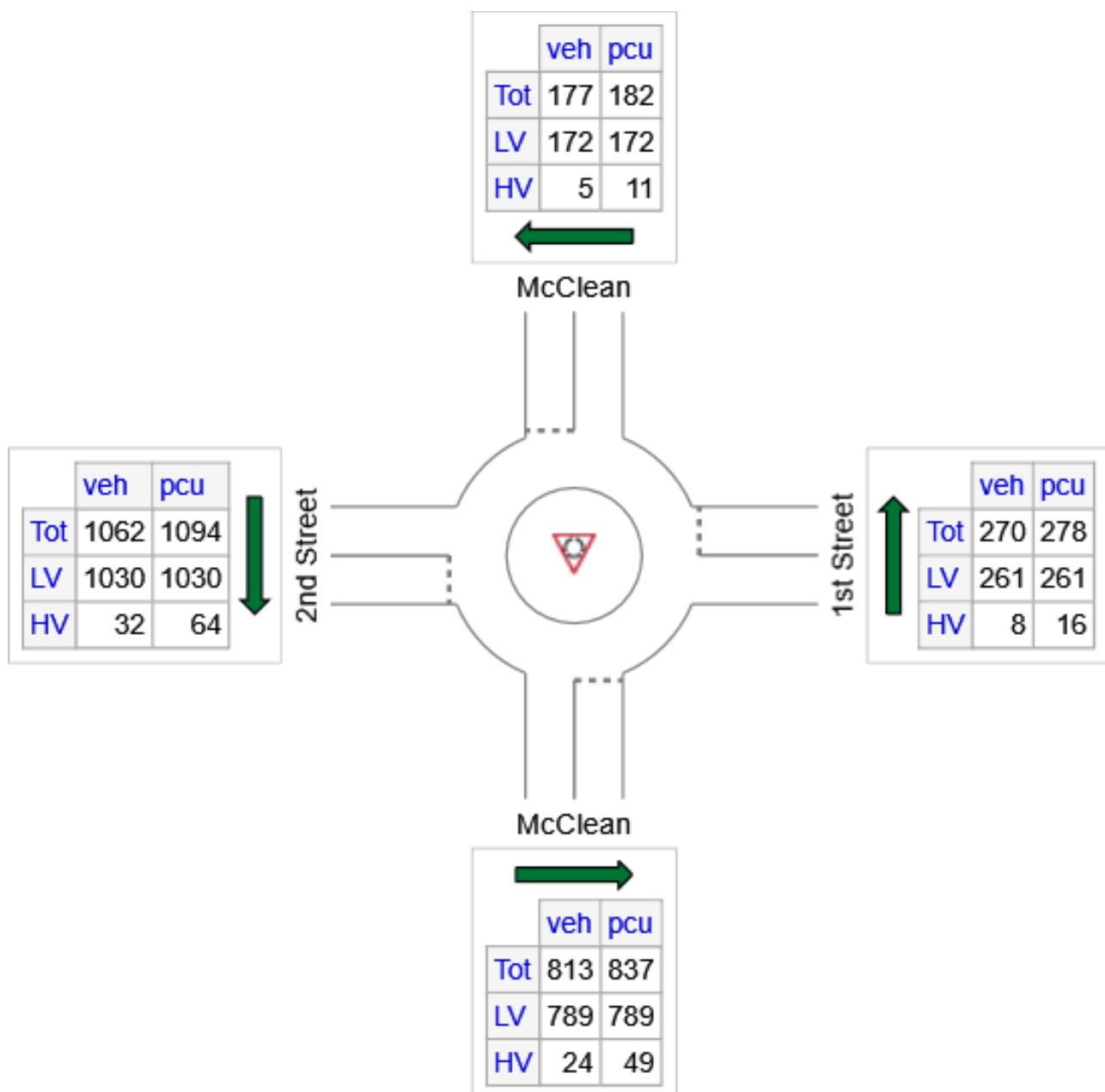
 Site: 101 [1st and McClean (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.1.200

New Site

Site Category: (None)

Roundabout



Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand effects. In Network analysis, Arrival Flows will be reduced if Upstream Capacity Constraint exists.

SITE LAYOUT

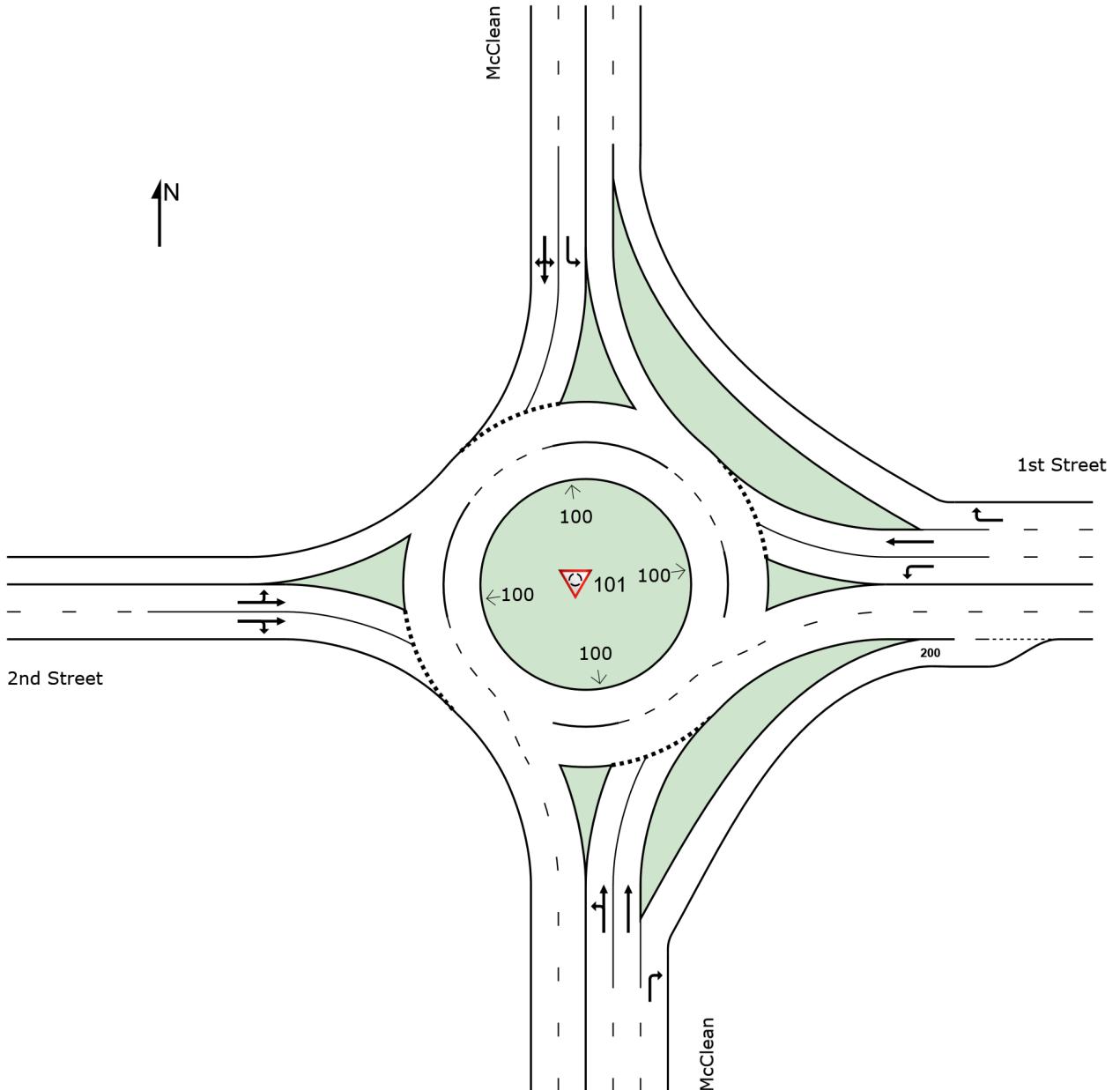
Site: 101 [1st and McClean (Site Folder: General)]

New Site

Site Category: (None)

Roundabout

Layout pictures are schematic functional drawings reflecting input data. They are not design drawings.



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Organisation: TRANSYSTEMS CORPORATION | Licence: PLUS / 1PC | Created: Wednesday, May 28, 2025 3:37:20 PM
Project: C:\Users\SGEngstrom\OneDrive - Transystems Corporation\1st Street\Traffic\SIDRA\First & McClean_PM_DY.sip9

LEVEL OF SERVICE

Lane Level of Service

 Site: 101 [1st and McClean (Site Folder: General)]

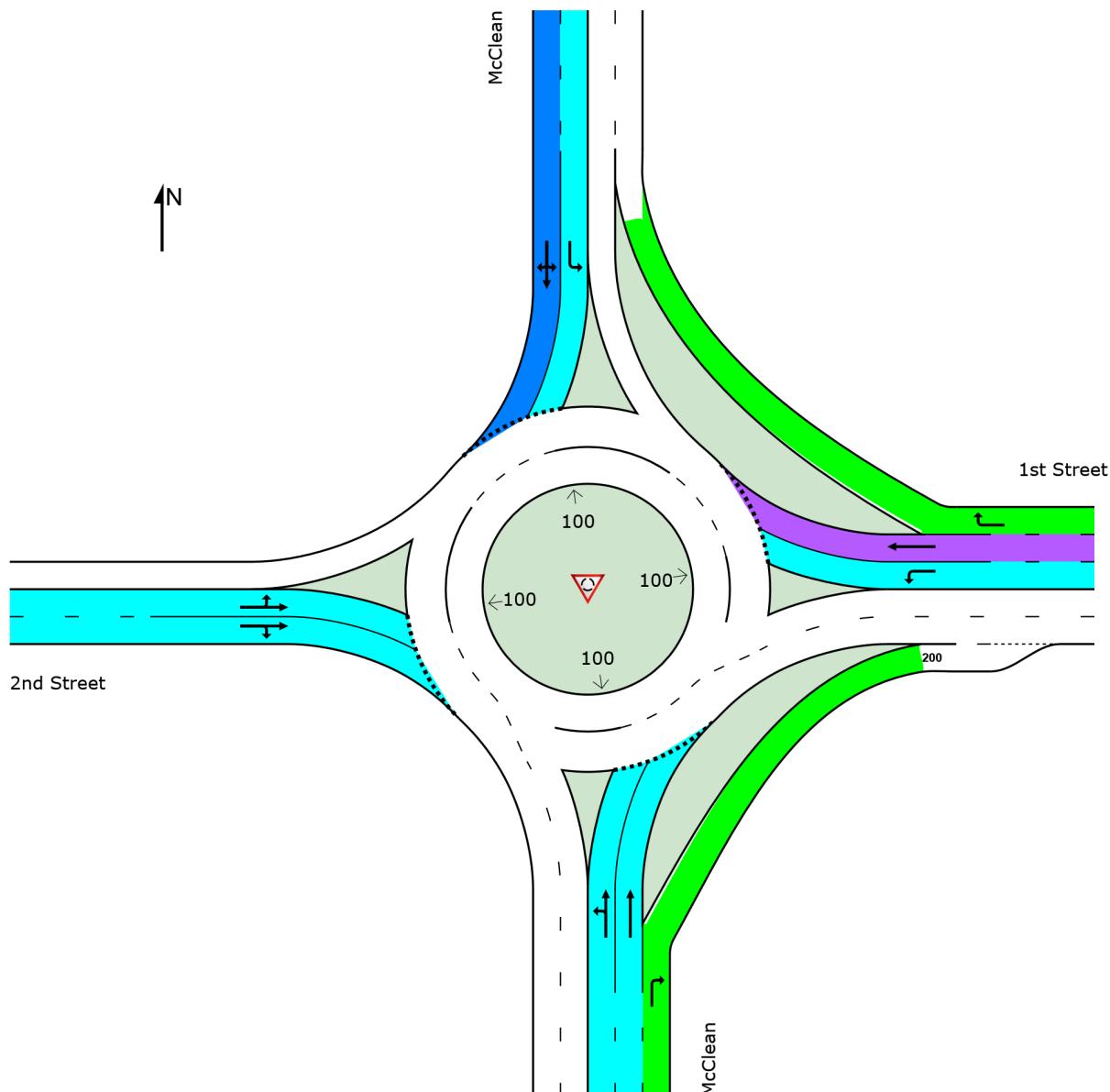
Output produced by SIDRA INTERSECTION Version: 9.1.1.200

New Site

Site Category: (None)

Roundabout

	Approaches				Intersection
	South	East	North	West	
LOS	B	C	B	B	B



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).

LOS F will result if $v/c > 1$ irrespective of movement delay value (does not apply for approaches and intersection).

Roundabout Level of Service Method: SIDRA Roundabout LOS
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

DELAY - AVERAGE (STOP-LINE)

Average stop-line delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [1st and McClean (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.1.200

New Site

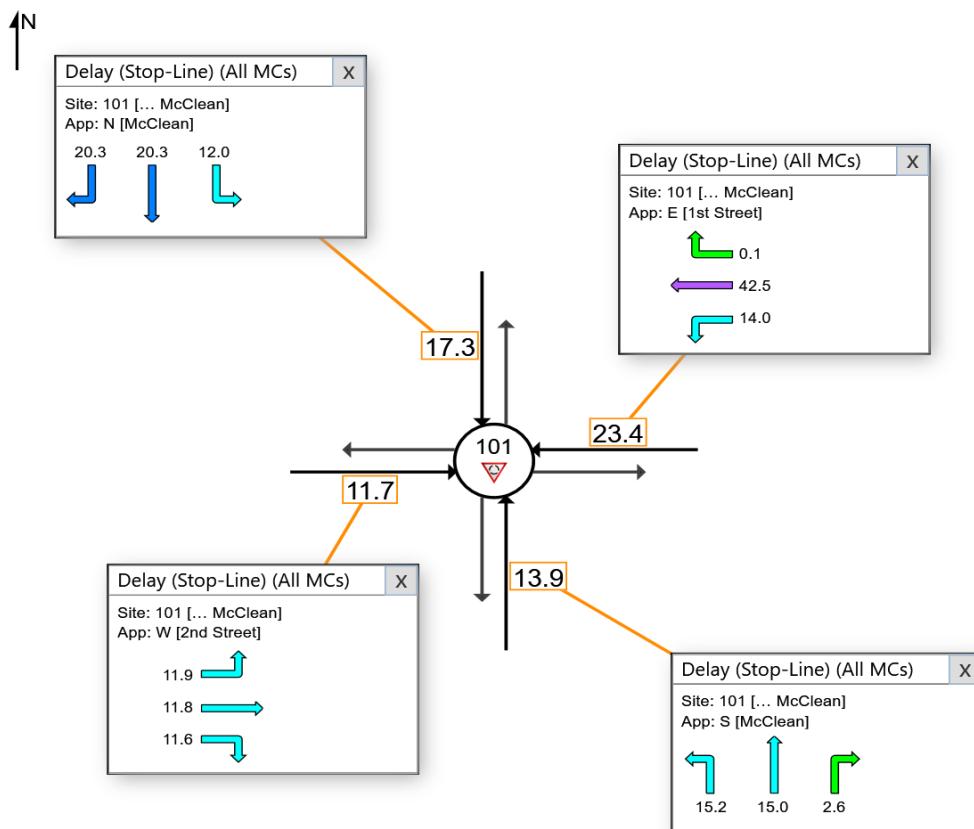
Site Category: (None)

Roundabout

Use the button below to open or close all popup boxes. Click value labels to move to preferred positions.
Click and drag popup boxes to move to preferred positions.

[Close All Popups](#)

All Movement Classes



Colour code based on Level of Service



Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).

LOS F will result if $v/c > 1$ irrespective of movement delay value (does not apply for approaches and intersection).

Roundabout Level of Service Method: SIDRA Roundabout LOS

Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).

Approach values are flow-weighted average values for vehicle movements (pedestrian delays not included).

ROUNDABOUT CIRCULATING FLOWS

Total Values for All Movement Classes Based on Site Arrival Flow Rates
(veh/h and pcu/h)

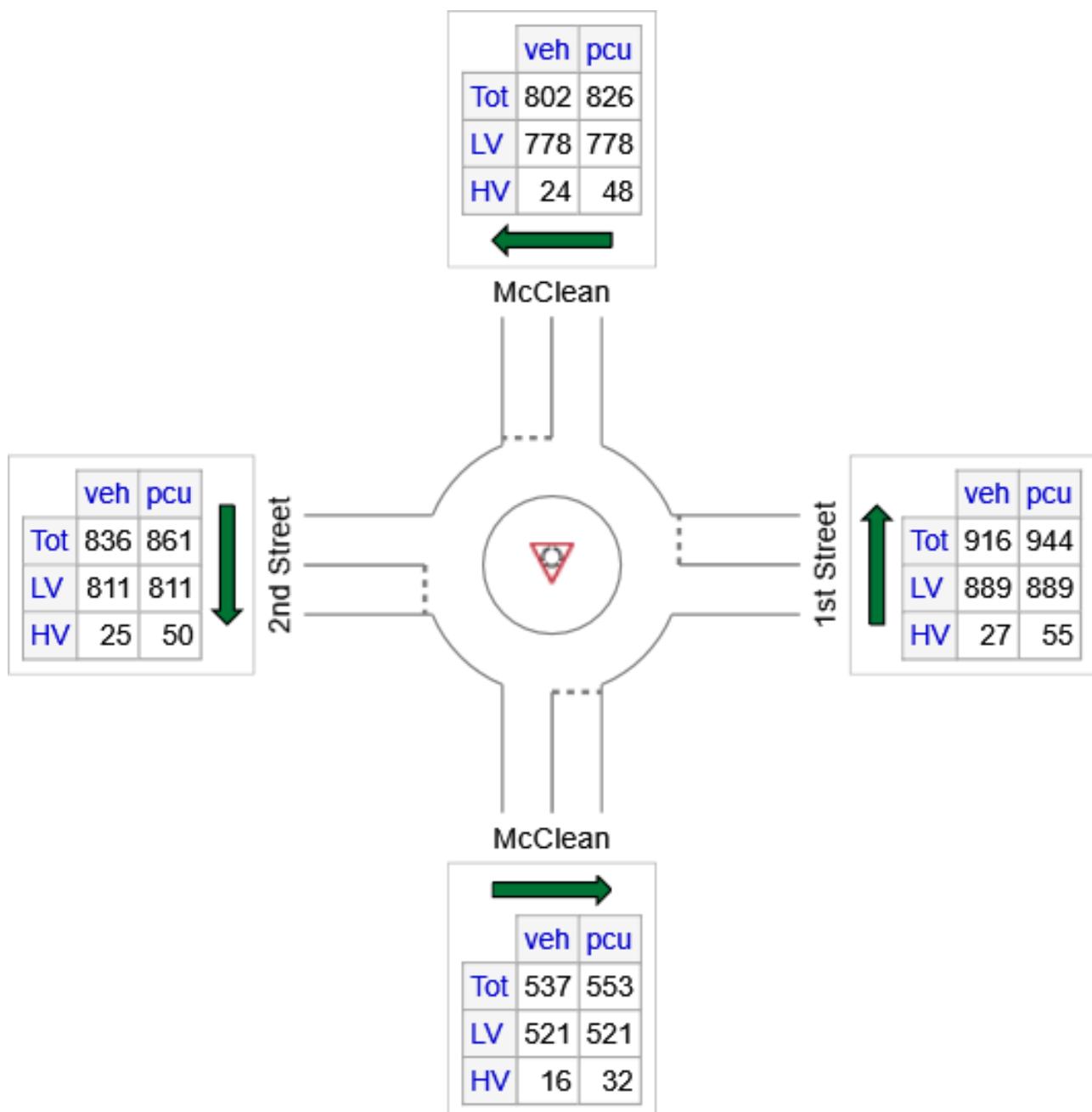
 Site: 101 [1st and McClean (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.1.200

New Site

Site Category: (None)

Roundabout



Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand effects. In Network analysis, Arrival Flows will be reduced if Upstream Capacity Constraint exists.

Appendix E

Cost Information

June 26, 2025

City of Wichita
Attn: James Wagner
455 N. Main St.
Wichita, Kansas 67202

Ref: City of Wichita Project 250018
Design Build for 1st Street Bridge at the Arkansas River
Preliminary Cost Analysis
Job # 325005

Dear Mr. Wagner:

The following is our preliminary cost analysis for the rehabilitation of the existing 1st Street Bridge and the complete reconstruction of the Bridge for your review and comments.

Rehabilitation of the 1st Street Bridge

REMOVALS

- The rehabilitation estimate is based on the following assumptions.
 - The complete removal of Spans 1, 2, 6 & 7, including the abutments and piers 1 and 6 to the top of footing.
 - Removal of the sidewalk and exterior beams in Spans 3, 4 & 5, the remaining beams will be salvaged and reused. The existing bridge deck over these beams will be removed utilizing hydro-demolition to avoid damaging the beams.
 - The existing pier beams at Piers 2, 3, 4 & 5 will have the exterior ends removed to the existing column. Piers 2 & 5 will have all of the existing pier diaphragms removed. Piers 3 and 4 will have the existing diaphragms removed to the second deck beam.

RECOSTRUCTION

- New columns and pier beams at Piers 1 and 6 will be constructed utilizing the existing footings.
- The ends of the existing pier beams at Piers 2, 3, 4, and 5 will be rebuilt to accommodate the new beam section.
- New K3 precast concrete beams will be used for Spans 1, 2, 6 and 7 for the entire span width. Spans 3, 4 and 5 will have four new exterior beams added.
- A new 8-inch epoxy coated reinforced concrete deck will be constructed over the entire bridge.
- The proposed new bridge deck will be configured with a 6-foot walking path on the south side, two 12-foot east bound driving lanes, a 6-foot median, a single 12-foot west bound driving lane and a 10-foot multi-use path. The reconstructed deck will be approximately 68 feet wide.

ESTIMATED COST

- Total Square Foot of Bridge Deck = 27,200.00
- Estimated Square Foot Cost = \$174.00
- Total Estimated Cost = \$4,732,800.00
- No anticipated lifecycle cost are included at this time.

Complete Removal and Replacement of the 1st Street Bridge

- Two different models were generated for this cost analysis based on two different bridge structures previously constructed over the Arkansas River for the City of Wichita.
 - Harry Street Bridge – Model 1 (Constructed in 2019)



2656 S. Sheridan, Wichita, Kansas 67217
P.O. Box 398, Wichita, Kansas 67201-0398
Phone: 316-945-0555 Fax: 316-945-9009
www.dondlinger.biz

- The Harry Street Bridge cost analysis includes the complete demolition of the existing bridge, the reconstruction of the new bridge utilizing steel piling pier and abutment foundations, NU35 prestressed concrete girders and an epoxy coated reinforced concrete deck.
- The cost analysis is based on our contract unit prices with an escalation factor of 2% per year from 2019 to 2025.
- Lincoln Street Bridge - Model 2 (Constructed in 2011)
 - The Lincoln Street Bridge cost analysis includes the complete demolition of the existing bridge, the reconstruction of the new bridge utilizing steel piling abutment foundations, drilled shaft supported piers, welded steel plate girders and an epoxy coated reinforced concrete deck.
 - The cost analysis is based on our contract unit prices with an escalation factor of 1.5% per year from 2011 to 2025.

ESTIMATED COST

- Harry Street Bridge – Model 1 – Prestressed Girder Bridge
 - Estimated Square Foot Cost = \$145.00
- Lincoln Street Bridge – Model 2 – Steel Girder Bridge
 - Estimated Square Foot Cost = \$160.00
- 1st Street Bridge Estimated Total Cost (Base on 27,200 square feet)
 - Model 1 = \$3,944,000.00
 - Model 2 = \$4,352,000.00

SUMMARY

- The above square foot prices are for the items listed only and do not represent a total project cost. We included only the items required for an accurate comparison. Items that will be common between the different construction options were not included.
- Based on the above preliminary cost analysis it appears that the complete removal and reconstruction of the 1st Street Bridge will be the most cost-effective option and should also provide the City of Wichita with the longest service life.

Sincerely,
Dondlinger and Sons Construction Co., Inc.

Matt Inlow
Project Manager

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Permanent Watering Restrictions Ordinance

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: Drought conditions are a recurring threat to Wichita's surface water supply at Cheney Reservoir. The most recent drought conditions led to the first activation of the City's Drought Response Plan. Stage 1 of this plan was triggered in January 2023, which included the City enacting internal conservation measures, opening a water conservation devices rebate program, and calling for voluntary water conservation by the community. Stage 2 of the plan was triggered in August 2024 when the 12-month moving average reached 69%, representing consistently low water levels. Cheney Reservoir reached a record low elevation in November 2024, over eight feet below the top of the conservation pool. Extreme precipitation events in November 2024 and May and June 2025 along with steady July rains have filled Cheney to 100% capacity. The 12-month average stands at 65.9% as of August 1, 2025, and is predicted to reach Stage 1 levels (70%) in October 2025. The Equus Beds aquifer level is estimated to be 90% full.

Analysis: Historically, Cheney reservoir can lose over a foot of elevation to evaporation each month in the summer and, as evidenced in the last four years, precipitation patterns can vary widely. Further measures prioritizing water conservation will help protect Wichita's water supply from these hazards and ensure a stable supply for all residents.

Other large communities, including Oklahoma City since 2013, utilize permanent watering restrictions to reduce discretionary outdoor watering and have shown savings of 10-15% (900-1350 MG/year). A similar plan is proposed for Wichita water users through the enactment of a three days per week watering schedule for all lawn sprinkler/spray irrigation devices. The watering schedule is determined by address, as follows:

- Addresses ending in an odd number can water on Monday, Wednesday, and Friday;
- Addresses ending in an even number can water on Tuesday, Thursday, and Saturday;
- No watering on Sundays; and
- In addition, no watering is allowed from 10:00 a.m.- 6:00 p.m.

These measures would not replace the Drought Response Plan but instead serve as a permanent baseline for water conservation actions with the same enforcement process as Stage 2 restrictions. The exemptions outlined in Stage 2 for businesses that generate core economic activity from the usage of outdoor water would still apply. Hand watering will be allowed on any day, outside of the time restrictions, and restrictions do not apply to well users. Three days per week watering restrictions will begin when Stage 2 restrictions are lifted to re-enter Stage 1. In support of this proposed plan, internal conservation measures and the water conservation rebate program will be made permanent.

Financial Considerations: Water Utility revenues are expected to decrease from normal levels because of this ordinance. The impact to future water rates will be evaluated as additional information becomes available.

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

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

Attachment: Ordinance.

PUBLISHED AT WICHITA.GOV/LEGALNOTICES ON AUGUST 29, 2025

ORDINANCE NO. 52-798

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS CONCERNING
RESTRICTIONS ON USE OF POTABLE WATER SUPPLIED BY THE CITY
WATER UTILITY CREATING CHAPTER 17.13 AND SECTIONS 17.13.010
through 17.13.060 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

Whereas, the Wichita City Council recognizes that conservation and efficient use of water resources is an important step in managing such resources in order to protect the public health and welfare;

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

Section 1. Chapter 17.13 of the Code of the City of Wichita, Kansas, to be entitled "PERMANENT SPRAY IRRIGATION AND OUTDOOR WATER USE RESTRICTIONS" is hereby created in the Code of the City of Wichita, Kansas, and will initially contain new sections 17.13.010 – 17.13.060.

Section 2. New Section 17.13.010 of the Code of the City of Wichita, Kansas is hereby created, to read as follows:

17.13.010 DEFINITIONS. The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section:

- (A) "Customer" means a person or persons, firm, corporation, or governmental unit furnished potable water by the City of Wichita's water utility.
- (B) "Customer premise" means the metered location at which a retail customer is furnished potable water by the City of Wichita's water utility.
- (C) "Director" means the City's Director of Public Works and Utilities.
- (D) "Retail customer" means the customer(s) of record on the water utility account at any given customer premise.
- (E) "Variance" means an exception from the restrictions in this Chapter, applied for and granted through an online process as approved by the Director.
- (F) "Water" means potable water furnished through the distribution system of the City of Wichita's water utility, and accordingly, does not include water drawn by customers from their own wells or water accumulated by customers from rainfall or natural storm runoff in rain barrels, cisterns, tanks, channels, basins, ponds or similar storage structures.
- (G) "Watering" means outdoor use of water for irrigation, including irrigation with container, hose, drip or spray irrigation mechanisms.
- (H) "Watering by spray irrigation" means a method of applying water through a network that may consist of pumps, valves, pipes, and sprinklers in a controlled manner so that it is distributed similar to rainfall.

Section 3. New Section 17.13.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

17.13.020 RESTRICTIONS ON WATERING. When no broader restrictions are in effect due to a drought emergency response, it shall nevertheless be unlawful for any customer to engage in or to permit another person to engage in watering at such customer's customer premises between the hours of 10:00 AM and 6:00 PM on any day.

Section 4. New Section 17.13.030 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

17.13.030 RESTRICTIONS ON WATERING BY SPRAY IRRIGATION. When no broader restrictions are in effect due to a drought emergency response, it shall nevertheless be unlawful for any customer to engage in or to permit another person to engage in watering by spray irrigation at such customer's customer premises:

- (a) Between the hours of 10:00 AM and 6:00 PM on any day;
- (b) On a Sunday;
- (c) If the last numerical character in the address of the customer's metered customer premises is an odd number, on a Tuesday, Thursday or Saturday; and
- (d) If the last numerical character in the address of the customer's metered customer premises is an even number, on a Monday, Wednesday or Friday.

Section 5. New Section 17.13.040 of the Code of the City of Wichita, Kansas, is hereby created, to read as follows:

17.13.040 VARIANCES. The Director is hereby authorized and directed to establish criteria for granting variances from the restrictions in this chapter in cases where special circumstances attendant upon isolated and infrequent activity (such as seeding or sodding) may reasonably necessitate a limited period of daily watering by spray irrigation, and is further directed to establish an online application system by which customers can request such variances. Provided, however, no such variances may be granted when drought emergency restrictions are in effect.

Section 6. New Section 17.13.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

17.13.050 VIOLATIONS AND PENALTIES.

- (a) Upon violation of any water use restrictions imposed pursuant to Section 17-13.020 or Section 17.13.030 this chapter, written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and any other person known to city enforcement personnel who is responsible for the violation or its correction shall be provided with either actual or mailed notice. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the city manager or the city manager's designee determines is reasonable under the circumstances. If the order is not complied with, the city manager or the city manager's designee may assess an administrative fee to the customer in accordance with the standards in subsection (b), below, subject to the following procedures:

- (1) The city shall give the customer notice by mail or actual notice that an administrative fee will be assessed due to the violation and that the customer will have the opportunity to appeal the administrative fee by requesting a hearing scheduled before the city manager or a person designated as a hearing officer by the city manager;
 - (2) If such a hearing is requested by the customer charged with the violation by the specified date, he or she shall be given a full opportunity to be heard before the fee is assessed;
 - (3) The city manager or hearing officer shall make findings of fact and order whether a fee should be assessed;
- (b) Upon the first violation of any water use restrictions imposed pursuant to Section 17.13.020 or Section 17.13.030 of this chapter, a written warning shall be issued. A second violation will result in an administrative fee of \$50. Subsequent violations will be punishable with an administrative fee of \$100 per violation.
- (c) All administrative fees shall be subject to the same terms of payment that are set forth in Section 17.12.100 for regularly scheduled water meter charges, following the completion of the procedures in subsection (a), above.

Section 7. New Section 17.13.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

17.13.060 APPLICATION TO WHOLESALE CUSTOMERS. Each customer that purchases water from the City of Wichita's water utility via a wholesale supply connection will be called upon to impose the foregoing water use restrictions and penalties upon the users of its system under its respective wholesale supply contract, as conservation measures adopted by the City of Wichita.

Section 8. EFFECTIVE DATE. This ordinance shall take effect and be in force following its adoption and publication in the official City paper.

Passed by the governing body this 26th day of August, 2025.

Signed by the Mayor:

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

Approved as to form:

Jennifer Magaña, City Attorney and
Director of Law

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: 2026 Ancillary Employee Benefits Selection

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the 2026 vendor selections for the ancillary employee benefit lines and approve the rates.

Background: The City's ancillary employee benefit program consists primarily of self-funded dental benefits through Delta Dental of Kansas; flexible spending account administration through Surency; and self-funded vision services through Vision Service Plan (VSP). The current contracts expire December 31, 2025.

The City contracts with a benefit consultant, IMA, to monitor employee benefit programs, provide vendor selection assistance to ensure competitive pricing, assist with reviewing plan design, address cost containment programs and provide rate analysis for recommended funding and employee premium charges.

When proposals for these benefits are solicited, the Health Insurance Advisory Committee (HIAC) serves as the Staff Screening and Selection Committee (SSSC). The HIAC members provide plan oversight and recommend program renewals and modification to existing benefits. The HIAC is composed of individuals assigned by the Fraternal Order of Police Local 5, International Association of Firefighters Local 135, Service Employees International Local 513, Teamsters Union Local 795, Employees Council (non-union), and staff from the Law Department, City Manager's Office, Human Resources and the Finance Department.

Analysis: On March 17, 2025, in coordination with IMA, City staffed issued a Request for Proposals (RFP) for the City's self-funded vision and dental benefits as well as flexible spending account administration. The RFP was distributed for the City's ancillary benefits to 14 prospective dental vendors, 16 separate vision providers, and to 13 flexible spending account administrators. The RFP criteria included the responding vendors' ability to administer the City's benefits in a manner that matches or enhances current service levels with minimal disruption to the consumer.

The IMA team received two qualified dental benefits vendor responses, three qualified vision benefits vendor responses and ten flexible spending account administration responses. IMA analyzed each of the responses and assisted the Staff Screening & Selection Committee in its review.

The SSSC developed a short-list of top candidates and conducted interviews. Based on the interviews of finalists for each benefit line, the SSSC recommends Delta Dental of Kansas for the self-insured dental plans, VSP for the self-insured vision plan and Surency as the flexible spending account administrator.

The City of Wichita offers two dental plans, each with different networks and benefit levels. Delta Dental's administrative service fee is \$2.60 per employee per month and has a three-year rate guarantee. Delta premiums, which include administrative service fees, are highly dependent on claims utilization and trending. Proposed premium rates will be presented with the Group Health Plan presentation later this summer. Dental premiums are 100% employee paid. The SSSC was impressed by Delta's expansive provider network, customer service capabilities and low administration fee.

Vision benefits include annual well vision examinations and are provided in conjunction with the City's group health plan. Premiums are blended into the health insurance rates. The committee appreciated VSP's municipal experience, history of employee satisfaction and affordable rates. The administrative service fee is \$1.59 per employee per month and is accompanied by a four-year rate guarantee.

Flexible spending accounts allow participants to pay for qualified medical and dependent care expenses using pre-tax funds. The SSSC valued Surency's 24-hour customer service capabilities as well as performance guarantees. Surency offers a \$2.85 per employee per month administrative fee rate with a three-year rate guarantee. It also provide administrative fee discounts based on voluntary participation in electronic communications, as well as debit cards, an employee website and a mobile application.

Financial Considerations: The vision program is paid with City contributions of not less than 80% and employee contributions of not more than 20%. The City pays the fees for flexible spending account administration, and the dental program is employee paid. The City's applicable costs for each stated employee benefit line are budgeted and paid from the Self Insurance Fund.

Legal Considerations: The contracts and policies will be subject to review and approval as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Delta Dental of Kansas, VSP and Surency as the providers for dental, vision and flexible spending administration; authorize staff to negotiate contracts with the proposed vendors; and authorize the necessary signatures.

Attachments: None.

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Housing Authority Board

SUBJECT: Public Housing Recovery Agreement Status Report

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Non-Consent

Recommendation: Receive and file the U.S. Department of Housing and Urban Development (HUD) Recovery Agreement and Public Housing disposition status update report.

Background: On January 7, 2025, the Wichita Housing Authority Board executed a Recovery Agreement with HUD for the low Public Housing Assessment System (PHAS) score.

Analysis: The Recovery Agreement requires the Wichita Housing Authority (WHA) to provide the WHA Board (Board) a monthly status update and has the following performance requirements:

- Improve Physical Condition of Dwelling Units:
 - The WHA shall provide a maintenance plan to ensure all occupied units are maintained in accordance with the National Standards for the Physical Inspection of Real Estate (NSPIRE) including annual inspections and repairs of noted deficiencies. The Housing Authority must submit the maintenance plan to HUD no later than March 31, 2025.
 - The maintenance plan was submitted to HUD through the file repository on February 5, 2025;
 - On April 4, 2025 WHA received a monitoring report from HUD regarding the Recovery Plan requesting the maintenance plan be updated to reflect NSPIRE language. The plan was updated April 7, 2025 and uploaded to the file repository;
 - Copies of all NSPIRE inspections and associated work orders were submitted to HUD through the file repository on February 5, 2025;
 - Bi-monthly work order reports are uploaded to the file repository; and
 - HUD Real Estate Assessment Center (REAC) inspections were completed between May 19, 2025 and May 23, 2025 – with preliminary scores of 100 and 93 for Asset Management Projects (AMPs) 3 & 4 respectively; and
 - NSPIRE inspections contracted with Nan McKay & Associates were completed for vacant and occupied properties in July 2025 with no life-threatening or severe deficiencies found in any occupied properties.
 - Reposition Public Housing – occupancy rate as of July 31, 2025: 20.8%:
 - The Housing Authority agrees to reposition, i.e., remove from its public housing inventory, all remaining public housing properties;
 - Within nine months, submit to the Field Office a plan and timeline for submitting an approvable application to HUD requesting repositioning; and
 - Within 24 months after HUD's approval of the application for disposition, the WHA shall establish a "not to exceed" deadline to submit an approvable financing plan.

- To date WHA submitted all six disposition applications have now been approved by HUD covering all 352 units:
 - 180 have sold and 32 are pending sale;
 - Strategies for sale of the remaining units:
 - Update Affordable Housing Fund program plan to prioritize the units most in need of subsidy;
 - South City units occupied with large families;
 - Floodplain and units with barriers.
 - Request proposals for the Arnold and Country Acres Clusters with no subsidy; and
 - Individual open market sales.
 - Vacant, recently renovated units in South City;
 - Stagger remaining to not affect the market; and
 - Occupied units once 90-day notices expire, and residents relocate.
- WHA keeps a disposition status listing on the file repository that HUD accesses to obtain current disposition status details on every property; and
- On July 14, 2025, WHA participated in its fourth Recovery Plan update virtual meeting with HUD.
- Capital Fund Update:
 - On April 7, 2025, the Board of Bids recommended awarding the contracts for ten roof replacements. The decision to invest in the identified roofs was strategic as roof damage and associated leaks were identified in the subject units and needed to ensure the buildings meet NSPIRE standards. The contract was approved at the April 8, 2025 City Council/Wichita Housing Authority Board meeting;
 - Roof replacement work is complete.
 - Renovation of seven units in South City approved on January 28, 2025, that were strategically selected to assist in creating quality, large rental units for very large families to use TPV after disposition;
 - Renovations are complete
 - Renovation of seven units in the Country Acres subdivision approved on April 25, 2025, that were strategically selected as that neighborhood has the highest occupancy rate, which will reduce the chance for vandalism; and
 - Renovations are 10% complete with an estimated completion in October 2025
 - Staff is preparing a plan for the expenditure of the 2025 Capital Funds to include additional roof replacements and targeted unit renovations.

Financial Considerations: There is no impact on the General Fund.

Legal Considerations: A monthly status update provided at a Wichita Housing Authority Board meeting is a requirement of the Recovery Agreement.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board receive and file the HUD Recovery Agreement status update and Public Housing Disposition Update Report.

Attachments: July 2025 Disposition Update Report.

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Green	176	Sold				
Dark Green	4	Sold to Public Housing Resident				
Orange	33	Pending Sale				
Blue	15	For Sale through Broker				
Pink	7	To be sold occupied				
Pink	26	Approved for sale but still occupied				
Red Letter	27	Floodplain units in final application				
Final Appl.	64	Non-floodplain units in final application (plus 10 non-housing parcels)				
PIC Unit Number	DDA	Street	Zip	Year Build	Beds	Notes
402738	DDA0012703	1028 N VOLUTSIA	67214	1945	3	
402739	DDA0012703	1033 N VOLUTSIA	67214	1945	3	
402740	DDA0012703	1043 N VOLUTSIA	67214	1945	3	
402741	DDA0012703	1056 N VOLUTSIA	67214	1945	3	
402736	DDA0013059	1108 N ESTELLE	67214	1950	3	to broker 5.2.25 fell thru/new offer 7/24/25
402898	DDA0012703	1110 W FULTZ	67217	1955	4	
402742	DDA0012703	1114 N VOLUTSIA	67214	1945	3	
413001	DDA0012703	1204 W MARLBORO	67217	1957	3	
414001	DDA0012281	1208 E ALTA	67216	1983	2	
416001	DDA0013059	1212 N GREEN	67214	2009	3	
414003	DDA0012281	1213 E SELMA	67216	1983	2	
402745	DDA0012703	1217 N ERIE	67214	1952	3	
402746	DDA0012703	1218 N CHAUTAUQUA	67214	1945	3	
402749	DDA0012703	1233 N LORRAINE	67214	1945	4	to broker 2.28.25
402737	DDA0012703	1248 N ESTELLE	67214	1940	3	
402747	DDA0012703	1253 N CHAUTAUQUA	67214	1940	3	
402743	DDA0012703	1258 N VOLUTSIA	67214	1950	3	
402748	DDA0012703	1306 N CHAUTAUQUA	67214	1945	3	
414004	DDA0012281	1325 E SELMA	67216	1983	2	
471140	DDA0013059	1329 N SPRUCE	67214	1950	2	
402744	DDA0012703	1338 N VOLUTSIA	67214	1940	3	
471169	DDA0012281	1348 S GORDON	67213	1935	2	
402777	DDA0013443	1401 E ARNOLD	67214	1955	3	
402779	DDA0013443	1409 E ARNOLD	67214	1955	3	
402780	DDA0013443	1414 E ARNOLD	67214	1955	3	
402781	DDA0013443	1415 E ARNOLD	67214	1955	5	
402782	DDA0013443	1420 E ARNOLD	67214	1955	3	
402757	DDA0012703	1431 N VOLUTSIA	67214	1940	3	
402783	DDA0013443	1501 E ARNOLD	67214	1950	3	
404956	DDA0013443	1501 E BERKELEY	67216	1972	6	
404974	DDA0013443	1501 E CATALINA	67216	1972	6	to hit MLS 7.11.25/Feilmeier
404992	DDA0013443	1501 E DEL MAR	67216	1972	6	to RFP occupied with PBV
402784	DDA0013443	1502 E ARNOLD	67214	1950	5	
404973	DDA0013443	1502 E CATALINA	67216	1972	4	
404991	DDA0013443	1502 E DEL MAR	67216	1972	4	
404990	DDA0013443	1506 E DEL MAR	67216	1972	5	to hit MLS 7.11.25/HOPE
402785	DDA0013443	1507 E ARNOLD	67214	1950	3	
404957	DDA0013443	1507 E BERKELEY	67216	1972	4	
404975	DDA0013443	1507 E CATALINA	67216	1972	4	
404993	DDA0013443	1507 E DEL MAR	67216	1972	4	
402786	DDA0013443	1508 E ARNOLD	67214	1950	3	
404972	DDA0013443	1508 E CATALINA	67216	1972	4	
402787	DDA0013443	1511 E ARNOLD	67214	1950	3	
404994	DDA0013443	1513 E DEL MAR	67216	1972	5	to hit MLS 7.11.25/HOPE
402788	DDA0013443	1514 E ARNOLD	67214	1950	3	
404971	DDA0013443	1514 E CATALINA	67216	1972	5	to RFP occupied with PBV

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404958	DDA0013443	1515 E BERKELEY	67216	1972	5	
404976	DDA0013443	1515 E CATALINA	67216	1972	5	to hit MLS 7.11.25/Feilmeier
404989	DDA0013443	1516 E DEL MAR	67216	1972	4	
402789	DDA0013443	1517 E ARNOLD	67214	1950	5	
402790	DDA0013443	1520 E ARNOLD	67214	1950	3	
404970	DDA0013443	1520 E CATALINA	67216	1972	4	to hit MLS 7.11.25/HOPE
404959	DDA0013443	1521 E BERKELEY	67216	1972	4	to RFP occupied with PBV
404977	DDA0013443	1521 E CATALINA	67216	1972	4	
404995	DDA0013443	1521 E DEL MAR	67216	1972	4	to hit MLS 7.11.25/HOPE
404988	DDA0013443	1522 E DEL MAR	67216	1972	5	to hit MLS 7.11.25/HOPE
402791	DDA0013443	1525 E ARNOLD	67214	1950	3	
402792	DDA0013443	1526 E ARNOLD	67214	1950	3	
404969	DDA0013443	1526 E CATALINA	67216	1972	5	
404960	DDA0013443	1527 E BERKELEY	67216	1972	6	
404978	DDA0013443	1527 E CATALINA	67216	1972	6	to RFP occupied with PBV
404996	DDA0013443	1527 E DEL MAR	67216	1972	6	to RFP occupied with PBV
404987	DDA0013443	1528 E DEL MAR	67216	1972	4	to RFP occupied with PBV
471180	DDA0012703	1545 N HARVARD	67208	1949	2	
471178	DDA0013059	1547 N GENTRY	67208	1947	2	to broker 4.4.25
402759	DDA0013443	1601 E 17TH	67214	1954	3	
402793	DDA0013443	1601 E ARNOLD	67214	1950	3	
404961	DDA0013443	1601 E BERKELEY	67216	1972	4	
404979	DDA0013443	1601 E CATALINA	67216	1972	4	to hit MLS 7.11.25/HOPE
404997	DDA0013443	1601 E DEL MAR	67216	1972	4	
402794	DDA0013443	1602 E ARNOLD	67214	1950	3	
404968	DDA0013443	1602 E CATALINA	67216	1972	4	to hit MLS 7.11.25/HOPE
404986	DDA0013443	1602 E DEL MAR	67216	1972	5	
402795	DDA0013443	1607 E ARNOLD	67214	1950	3	
404962	DDA0013443	1607 E BERKELEY	67216	1972	5	to hit MLS 7.11.25/HOPE
404980	DDA0013443	1607 E CATALINA	67216	1972	5	
404998	DDA0013443	1607 E DEL MAR	67216	1972	5	
402796	DDA0013443	1608 E ARNOLD	67214	1950	3	
404967	DDA0013443	1608 E CATALINA	67216	1972	5	
404985	DDA0013443	1608 E DEL MAR	67216	1972	4	
402797	DDA0013443	1611 E ARNOLD	67214	1950	3	
404981	DDA0013443	1613 E CATALINA	67216	1972	4	
404999	DDA0013443	1613 E DEL MAR	67216	1972	4	
402798	DDA0013443	1614 E ARNOLD	67214	1950	3	
404966	DDA0013443	1614 E CATALINA	67216	1972	4	to hit MLS 7.11.25/HOPE
404984	DDA0013443	1614 E DEL MAR	67216	1972	5	
404963	DDA0013443	1615 E BERKELEY	67216	1972	4	to RFP occupied with PBV
402799	DDA0013443	1617 E ARNOLD	67214	1950	3	
402800	DDA0013443	1620 E ARNOLD	67214	1950	3	
404965	DDA0013443	1620 E CATALINA	67216	1972	5	
404983	DDA0013443	1620 E DEL MAR	67216	1972	4	
402801	DDA0013443	1621 E ARNOLD	67214	1950	3	
404964	DDA0013443	1621 E BERKELEY	67216	1972	6	
404982	DDA0013443	1621 E CATALINA	67216	1972	6	to hit MLS 7.11.25/Feilmeier
441000	DDA0013443	1621 E DEL MAR	67216	1972	6	
402802	DDA0013443	1626 E ARNOLD	67214	1950	3	
471165	DDA0013059	1631 S FERN	67213	1950	3	to broker 5.2.25
471146	DDA0013059	1642 N LORRAINE	67214	1945	2	to broker 5.2.25
402754	DDA0013059	1647 N ESTELLE	67214	1945	3	to broker 5.2.25
471139	DDA0012281	1647 S FAULDERS LAN	67218	1952	2	
471162	DDA0012281	1659 N WOODLAND	67203	1940	3	
402755	DDA0013059	1701 N ESTELLE	67214	1949	3	
402774	DDA0013443	1701 N MATHEWSON	67214	1955	3	

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402775	DDA0013443	1709 N MATHEWSON	67214	1955	3	
402899	DDA0012281	1714 E IDLEWILD	67216	1957	3	
402776	DDA0013443	1715 N MATHEWSON	67214	1955	3	
402756	DDA0013059	1721 N ESTELLE	67214	1940	3	to broker 5.2.25
402896	DDA0012281	1722 S GORDON	67213	1959	3	
402760	DDA0013059	1732 N ERIE	67214	1950	3	to broker 5.2.25
415001	DDA0013059	1739 E 24TH ST N	67219	1951	2	to broker 5.2.25
402761	DDA0013059	1746 N CHAUTAUQUA	67214	1950	3	
471150	DDA0013059	1752 S SENECA CT	67213	1955	3	
471168	DDA0012281	1837 N LITCHFIELD	67203	1941	2	
402762	DDA0013059	1842 N CHAUTAUQUA	67214	1950	3	
402836	DDA0013059	1927 E MCFARLAND	67219	1951	3	sale fell thru 7/10/new offer 7/24
402752	DDA0013059	1928 N SPRUCE	67214	1950	3	
402763	DDA0013059	1947 N CHAUTAUQUA	67214	1945	3	
471143	DDA0013443	2002 E MURDOCK	67214	1940	2	
471160	DDA0012281	2002 S POPLAR	67214	1952	2	
402724	DDA0013443	2015 E MURDOCK	67214	1950	3	
402725	DDA0013443	2021 E MURDOCK	67214	1950	3	
402712	DDA0013059	2026 E MOSSMAN	67214	1940	3	to broker 4.4.25/offer 4.14.25
402713	DDA0013059	2027 E MOSSMAN	67214	1940	3	
402897	DDA0012469	2033 S EVERETT	67213	1953	3	
402751	DDA0013059	2042 N MINNESOTA	67214	1950	3	
471177	DDA0012469	2047 S EUCLID	67213	1958	2	
471156	DDA0013059	2054 N PIATT	67214	1950	2	to broker 7/25/25
402758	DDA0013059	2056 N VOLUTSIA	67214	1945	3	to broker 7/25/25
402718	DDA0013443	2111 E RANDOM RD	67214	1940	5	
402726	DDA0013443	2114 E MURDOCK	67214	1940	3	
402727	DDA0013443	2115 E MURDOCK	67214	1950	3	
413004	DDA0013059	2116 S OSAGE	67213	1960	3	
402728	DDA0013443	2120 E MURDOCK	67214	1940	3	
402719	DDA0013443	2120 E RANDOM RD	67214	1940	4	
402729	DDA0013443	2121 E MURDOCK	67214	1996	3	
471170	DDA0012281	2165 S GOLD	67213	1942	2	
471176	DDA0012469	2205 S HIRAM	67203	1960	3	
402730	DDA0013443	2209 E MURDOCK	67214	1950	3	
402731	DDA0013443	2210 E MURDOCK	67214	1950	3	
402732	DDA0013443	2215 E MURDOCK	67214	1950	4	
471164	DDA0012281	2229 E 53RD ST S	67216	1958	2	
402720	DDA0013443	2232 E RANDOM RD	67214	1940	3	
471184	DDA0012281	2236 E 53RD ST S	67216	1954	2	
402803	DDA0013059	2238 N KANSAS	67219	1940	3	to broker 4.4.25 - offer 4/11
402808	DDA0013059	2250 N PIATT	67219	1950	3	to broker 4.4.25 - offer 4/11
402804	DDA0013059	2256 N MINNESOTA	67219	1949	3	to broker 5.2.25
402809	DDA0013059	2259 N PIATT	67219	1950	3	
402721	DDA0013443	2301 E RANDOM RD	67214	1950	3	
404946	DDA0012469	2301 S ST CLAIR	67213	1960	4	
402714	DDA0012703	2302 E MOSSMAN	67214	1940	3	
402805	DDA0013059	2302 N MINNESOTA	67219	1949	3	
404953	DDA0012469	2302 S ST CLAIR	67213	1968	5	
404936	DDA0012469	2302 W HASKELL	67213	1970	5	
402733	DDA0013443	2303 E MURDOCK	67214	1950	3	
404947	DDA0012469	2307 S ST CLAIR	67213	1960	6	
404954	DDA0012469	2308 S ST CLAIR	67213	1968	4	
404937	DDA0012469	2308 W HASKELL	67213	1970	6	
404948	DDA0012469	2313 S ST CLAIR	67213	1960	4	
404938	DDA0012469	2314 W HASKELL	67213	1970	4	
402723	DDA0012703	2317 E RANDOM RD	67214	1950	3	

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471179	DDA0012281	2318 W 33RD ST S	67217	1930	2	
402820	DDA0012703	2319 N PRINCE	67219	1952	3	
404949	DDA0012469	2319 S ST CLAIR	67213	1960	5	
402821	DDA0012703	2320 N PRINCE	67219	1952	3	
404939	DDA0012469	2320 W HASKELL	67213	1970	5	
402824	DDA0013059	2323 N ESTELLE	67219	1952	3	
404950	DDA0012469	2325 S ST CLAIR	67213	1960	4	
404955	DDA0012469	2326 S ST CLAIR	67213	1967	6	
402813	DDA0012703	2331 N POPLAR	67219	1950	3	
404951	DDA0012469	2331 S ST CLAIR	67213	1960	5	
402825	DDA0012703	2336 N ESTELLE	67219	1952	3	
404952	DDA0012469	2337 S ST CLAIR	67213	1960	4	
402814	DDA0013059	2343 N POPLAR	67219	1950	3	to broker 5.2.25
402815	DDA0013059	2344 N POPLAR	67219	1950	3	to broker 5.2.25
471152	DDA0013059	2350 S WALNUT	67213	1957	2	
402822	DDA0012703	2402 N PRINCE	67219	1952	4	
404940	DDA0012469	2402 W HASKELL	67213	1970	4	
402818	DDA0012703	2408 N GREEN	67219	1952	4	
402734	DDA0013443	2410 E MURDOCK	67214	1942	3	
404941	DDA0012469	2410 W HASKELL	67213	1970	4	
404942	DDA0012469	2416 W HASKELL	67213	1970	6	
402717	DDA0013443	2418 E 8TH	67214	1942	3	
402819	DDA0012703	2420 N GREEN	67219	1952	4	
404943	DDA0012469	2422 W HASKELL	67213	1970	4	
402806	DDA0013059	2426 N MINNESOTA	67219	1940	3	
404944	DDA0012469	2428 W HASKELL	67213	1970	5	
402823	DDA0012703	2431 N PRINCE	67219	1952	4	
404945	DDA0012469	2434 W HASKELL	67213	1970	4	
402826	DDA0012703	2437 N ESTELLE	67219	1952	3	
402833	DDA0012703	2462 N CHAUTAUQUA	67219	1951	3	
402715	DDA0013059	2502 E MOSSMAN	67214	1942	3	
402735	DDA0013443	2510 E MURDOCK	67214	1942	3	
416003	DDA0013059	2511 N CHAUTAUQUA	67219	2009	3	sale fell thru 7/10
402844	DDA0012703	2513 E 22ND	67219	1952	3	
402845	DDA0012703	2513 E AUDREY	67219	1952	3	
402846	DDA0013059	2522 E AUDREY	67219	1952	3	to broker 7/25/25
402835	DDA0013059	2525 N LORRAINE	67219	1951	3	to broker 5.2.25
402832	DDA0013059	2526 N ERIE	67219	1951	3	
471149	DDA0013059	2526 N PIATT	67219	1951	2	
402716	DDA0012703	2528 E MOSSMAN	67214	1942	3	
471183	DDA0012281	2528 S TWIN OAKS	67216	1950	2	
402807	DDA0013059	2542 N MINNESOTA	67219	1954	4	
402810	DDA0013059	2551 N PIATT	67219	1950	3	
402877	DDA0012335	2601 N ASH	67219	1952	3	
402858	DDA0012335	2601 N PIATT	67219	1952	4	
402878	DDA0012335	2602 N ASH	67219	1952	2	
402849	DDA0012335	2602 N MINNESOTA	67219	1952	3	
402859	DDA0012335	2602 N PIATT	67219	1952	4	
402879	DDA0012335	2607 N ASH	67219	1952	3	
402891	DDA0012335	2607 N MADISON	67219	1952	4	
402816	DDA0012703	2607 N POPLAR	67219	1952	3	
402880	DDA0012335	2608 N ASH	67219	1952	4	
402850	DDA0012335	2608 N MINNESOTA	67219	1952	4	
402861	DDA0012335	2608 N PIATT	67219	1952	3	
402811	DDA0013059	2608 N SPRUCE	67219	2016	3	to broker 7/25/25
402770	DDA0013059	2609 E STADIUM	67214	1945	4	
402764	DDA0013059	2611 E SHADYBROOK	67214	1948	4	to broker 5.2.25

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402881	DDA0012335	2613 N ASH	67219	1952	3	
402892	DDA0012335	2613 N MADISON	67219	1952	4	
402862	DDA0012335	2613 N PIATT	67219	1952	4	
402812	DDA0013059	2613 N SPRUCE	67219	1952	4	
402851	DDA0012335	2614 N MINNESOTA	67219	1952	5	
402863	DDA0012335	2614 N PIATT	67219	1952	3	
402817	DDA0013059	2614 N POPLAR	67219	1952	3	
402847	DDA0012703	2615 E AUDREY	67219	1950	3	
471153	DDA0013443	2616 E 8TH	67214	1942	3	Tenant Buyer
402864	DDA0012335	2619 N PIATT	67219	1952	4	
471144	DDA0012281	2620 E STADIUM	67214	1945	3	
402827	DDA0012703	2620 N ESTELLE	67219	1951	3	
402852	DDA0012335	2620 N MINNESOTA	67219	1952	4	
402882	DDA0012335	2625 N ASH	67219	1952	3	
402866	DDA0012335	2625 N PIATT	67219	1952	3	
402853	DDA0012335	2626 N MINNESOTA	67219	1952	3	
402867	DDA0012335	2626 N PIATT	67219	1952	4	
402883	DDA0012335	2631 N ASH	67219	1952	3	
402868	DDA0012335	2631 N PIATT	67219	1952	4	
402854	DDA0012335	2632 N MINNESOTA	67219	1952	3	
402869	DDA0012335	2632 N PIATT	67219	1952	5	
402884	DDA0012335	2637 N ASH	67219	1952	4	
402870	DDA0012335	2637 N PIATT	67219	1952	3	
402885	DDA0012335	2638 N ASH	67219	1952	4	
402828	DDA0012703	2638 N ESTELLE	67219	1952	3	
402855	DDA0012335	2638 N MINNESOTA	67219	1952	3	
402871	DDA0012335	2638 N PIATT	67219	1952	4	
471159	DDA0013059	2640 N GENTRY	67220	1979	3	
402886	DDA0012335	2641 N ASH	67219	1952	3	
402887	DDA0012335	2642 N ASH	67219	1952	4	
402856	DDA0012335	2642 N MINNESOTA	67219	1952	4	
402872	DDA0012335	2642 N PIATT	67219	1952	4	
471147	DDA0013059	2644 N SPRUCE	67219	1953	2	
402888	DDA0012335	2647 N ASH	67219	1952	3	
402873	DDA0012335	2647 N PIATT	67219	1952	4	
402889	DDA0012335	2648 N ASH	67219	1952	4	
402857	DDA0012335	2648 N MINNESOTA	67219	1952	3	
402874	DDA0012335	2648 N PIATT	67219	1952	4	
402890	DDA0012335	2653 N ASH	67219	1952	4	
402875	DDA0012335	2653 N PIATT	67219	1952	3	
412005	DDA0012335	2654 N ASH	67219	1995	4	
402876	DDA0012335	2654 N PIATT	67219	1952	5	
402830	DDA0012703	2701 N VOLUTSIA	67219	1952	3	
402837	DDA0013059	2704 E ETHEL	67219	1952	3	
471151	DDA0012703	2707 N POPLAR	67219	1952	2	3A- Tenant Sale SOLD
402831	DDA0012703	2707 N VOLUTSIA	67219	1953	3	
402829	DDA0012703	2713 N ESTELLE	67219	1952	4	
402838	DDA0013059	2714 E ETHEL	67219	1952	3	
402839	DDA0013059	2720 E ETHEL	67219	1952	3	
402848	DDA0012703	2722 N FAIRMOUNT	67220	1960	4	
402842	DDA0012703	2805 E ELLEN	67219	1952	3	
402843	DDA0012703	2819 E ELLEN	67219	1952	4	to broker 2.28.25- 4.28.25 buyer backed out
402768	DDA0013059	2824 E MAPLEWOOD	67214	1942	3	
402771	DDA0013059	2825 E STADIUM	67214	1945	3	to broker 5.2.25
402840	DDA0012703	2904 E 24TH	67219	1952	3	
412765	DDA0013059	2915 E SHADYBROOK	67214	1995	4	to broker 7/25/25
471167	DDA0012703	2928 S WALNUT	67217	1951	3	

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August 2025 for period through 7/31/25

416002	DDA0013059	2930 E MAPLEWOOD	67214	2009	3	
471141	DDA0012281	2944 S VINE	67217	1955	3	
402841	DDA0012703	3016 E 24TH	67219	1951	3	3A- Tenant Sale Sold
412766	DDA0013059	3017 E SHADYBROOK	67214	1995	3	to broker 7/25/25
402767	DDA0013059	3024 E CARMEN	67214	1942	3	to broker 4.4.25/offer 4.9.25
402772	DDA0013059	3032 E STADIUM	67214	1950	3	to broker 7/25/25
471157	DDA0012281	306 S VASSAR	67218	1930	2	
402773	DDA0013059	3120 E STADIUM	67214	1950	3	to broker 7/25/25
471187	DDA0012281	3132 W DORA	67213	1956	2	
413002	DDA0012281	3143 S MARTINSON	67217	1955	3	
471186	DDA0012281	3243 S WICHITA	67217	1956	3	
413005	DDA0012281	3251 S KNIGHT	67217	1975	3	1A-Tenant Sale SOLD
471161	DDA0012281	3314 S PALISADE	67217	1954	3	
471145	DDA0012281	3330 S EUCLID	67217	1956	3	
414002	DDA0012281	3402 S LEONINE	67217	1976	3	
471171	DDA0012281	3524 S BONN	67217	1976	3	
471154	DDA0013059	3604 E 13TH	67208	1946	2	to broker 4.4.25/offer 4.14.25
471148	DDA0012703	3615 E LAVON	67208	1948	3	
471155	DDA0012703	3812 E 13TH	67208	1942	2	
471175	DDA0012703	4320 E VESTA DR	67216	1949	2	
402895	DDA0012281	450 N ACADIA	67212	1955	4	
471174	DDA0012281	4616 S VINE	67217	1956	2	
471163	DDA0012703	4702 E VESTA DR	67216	1950	2	
471138	DDA0012281	4712 S ELLIS	67216	1954	2	
404915	DDA0013443	502 N SUMMITLAWN	67212	1971	5	
404914	DDA0013443	514 N SUMMITLAWN	67212	1971	6	
404913	DDA0013443	522 N SUMMITLAWN	67212	1971	4	
471182	DDA0012281	5224 S HYDRAULIC	67216	1957	3	
404930	DDA0013443	538 N SUMMITLAWN	67212	1971	4	
404903	DDA0013443	539 N SUMMITLAWN	67212	1971	5	
404929	DDA0013443	544 N SUMMITLAWN	67212	1971	5	
404902	DDA0013443	545 N SUMMITLAWN	67212	1971	6	
471158	DDA0012281	546 S RICHMOND	67213	1950	2	
404928	DDA0013443	550 N SUMMITLAWN	67212	1971	4	
471166	DDA0012281	550 S VOLUTSIA	67211	1922	3	
404901	DDA0013443	551 N SUMMITLAWN	67212	1971	4	
471142	DDA0012281	5902 E ZIMMERLY	67218	1950	2	
404904	DDA0013443	6901 W FRAZIER LANE	67212	1971	4	
404905	DDA0013443	6915 W FRAZIER LANE	67212	1971	5	
404906	DDA0013443	6923 W FRAZIER LANE	67212	1971	4	
404907	DDA0013443	6937 W FRAZIER LANE	67212	1971	4	
404908	DDA0013443	7001 W FRAZIER LANE	67212	1971	4	
404923	DDA0013443	7001 W NEWELL	67212	1971	4	
404935	DDA0013443	7002 W FRAZIER LANE	67212	1971	5	
404922	DDA0013443	7002 W FREEMAN LAN	67212	1971	5	
402701	DDA0013443	701 N SPRUCE	67214	1950	3	
404934	DDA0013443	7014 W FRAZIER LANE	67212	1971	4	
404921	DDA0013443	7014 W FREEMAN LAN	67212	1971	4	
404909	DDA0013443	7015 W FRAZIER LANE	67212	1971	6	
404924	DDA0013443	7015 W NEWELL	67212	1971	6	
404933	DDA0013443	7022 W FRAZIER LANE	67212	1971	6	
404920	DDA0013443	7022 W FREEMAN LAN	67212	1971	4	
404925	DDA0013443	7023 W NEWELL	67212	1971	4	
404910	DDA0013443	7025 W FRAZIER LANE	67212	1971	5	
404932	DDA0013443	7028 W FRAZIER LANE	67212	1971	6	
404919	DDA0013443	7028 W FREEMAN LAN	67212	1971	6	
404926	DDA0013443	7029 W NEWELL	67212	1971	5	

WHA Public Housing Disposition Update
August 2025 for period through 7/31/25

404911	DDA0013443	7031 W FRAZIER LANE	67212	1971	4	
404918	DDA0013443	7034 W FREEMAN LAN	67212	1971	5	
404927	DDA0013443	7035 W NEWELL	67212	1971	4	
404931	DDA0013443	7036 W FRAZIER LANE	67212	1971	5	
404912	DDA0013443	7037 W FRAZIER LANE	67212	1971	4	
404917	DDA0013443	7042 W FREEMAN LAN	67212	1971	4	
404916	DDA0013443	7050 W FREEMAN LAN	67212	1971	4	
402894	DDA0012281	7400 W GALOWAY	67212	1958	4	
402706	DDA0013443	816 N POPLAR	67214	1942	3	
402711	DDA0013443	817 N GREEN	67214	1996	4	
402707	DDA0013443	827 N POPLAR	67214	1942	3	
402708	DDA0013443	828 N POPLAR	67214	1996	3	
402702	DDA0013059	830 N SPRUCE	67214	1995	4	to broker 7/25/25
402704	DDA0013443	832 N GROVE	67214	1995	4	
402709	DDA0013443	833 N POPLAR	67214	1942	3	
402705	DDA0013443	838 N GROVE	67214	1995	4	
413003	DDA0012281	840 N NEVADA	67212	1959	3	
402710	DDA0013443	840 N POPLAR	67214	1942	3	
402703	DDA0012703	848 N SPRUCE	67214	1950	3	
402900	DDA0012281	917 S WHITTIER	67207	1954	3	
402893	DDA0012281	991 N ROBIN RD	67212	1958	4	
	DDA0013443	former Country Acres Park -- Frazier Lot 21				
	DDA0013443	former Country Acres Park -- Frazier Lot 22				
	DDA0013443	former Country Acres Park -- Frazier Lot 23				
	DDA0013443	former Country Acres Park -- Newell Lot 6				
	DDA0013443	former Country Acres Park -- Newell Lot 7				
	DDA0013443	332 N Riverview				
	DDA0013443	2619 N Ash St (Ash Park)				
	DDA0013443	2607 N. Piatt (vacant lot)				
	DDA0013443	2620 N. Piatt (Ash Park)				
	DDA0013443	2312. Random Road (vacant lot)				

CMB'S FOR AUGUST 19, 2025

<u>Renew</u>	<u>2025</u>	<u>Consumption On Premises</u>
AKASHDEEP SINGH	GUR NANAK LLC DBA PHILLIPS 66	4414 W MAPLE ST***
JONATHAN DHILLON	VCNFM OPERATING II LLC DBA NATURAL GROCERS	10520 W 13TH ST N***
QUIKTRIP CORPORATION	QUIKTRIP #374R	8723 W 13TH ST N***

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

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

**** Special Event

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 19, 2025**

- a. 2025 Outsourced Pavement Preservation Program CIP Concrete Street Repairs Phase 8 (various locations) (472-2025-086136/E5067/S4022/40110925/53200024/56092070) Traffic to be maintained during construction using flagpersons and barricates. (District VI) - \$418,067.13
- b. 2025 Outsourced Pavement Preservation Program CIP Crosswalk Improvements (various locations) (472-2025-086137/E5067/40110925) Traffic to be maintained during construction using flagpersons and barricates. (District II,III,IV,VI) - \$169,346.20

To be Bid: August 1, 2025

PRELIMINARY ESTIMATE of the cost of:2025 Outsourced Pavement Preservation Program CIP Concrete Street Repairs Phase 8
(Various Locations)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (E5067)

1 Traffic Control	1	LS
2 Mobilization	1	LS
3 6" Reinf. Concr. Pmnt. Repair	4,291	sy
4 6" Concr. Driveway Repair	450	sf
5 Mono Curb	2,575	lf
6 Wheelchair Ramp Construction w/Det. Warn.	7	ea
7 4" Sidewalk Rem & Repl	550	sf
8 Crushed Rock Base	500	tn

MEASURED QUANTITY BID ITEMS (S4022)

9 Adj. SS MH (New Ring & Lid) (Standard Frame)	2	ea
10 Adj. SS MH (New Ring & Lid) (Large Frame)	2	ea
11 Adj. SS MH (Existing Ring & Lid)	2	ea

MEASURED QUANTITY BID ITEMS (56092070)

12 Adj. SWS MH (New Ring & Lid) (Standard Frame)	2	ea
13 Adj. SWS MH (New Ring & Lid) (Large Frame)	2	ea
14 Adj. SWS MH (Existing Ring & Lid)	2	ea

Construction Subtotal

Engineering & Inspection (E5067)

Administration (E5067)

Publication (E5067)

Contingency

Total Estimated Cost	\$418,067.13
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CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Paul Gunzelman, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

40110925/53200024/56092070 E5067/S4022 472-2025-086136
Page _____

Shinita Rice, Deputy City Clerk

EXHIBIT

To be Bid:

August 1, 2025

PRELIMINARY ESTIMATE of the cost of:

2025 Outsourced Pavement Preservation Program CIP Crosswalk Improvements
 (Various Locations)

All work done and all materials furnished to be in accordance with plans and specifications
 on file in the office of the City Engineer.

LUMP SUM BID ITEMS (E5067)

1 Mobilization	1	LS
2 Traffic Control	1	LS

MEASURED QUANTITY BID ITEMS (E5067)

3 Electronic Message Boards (each per day)	50	ea
4 Remove & Replace Brick Crosswalk	4,685	sf

Construction Subtotal

Engineering & Inspection (E5067)

Administration (E5067)

Publication (E5067)

Contingency

Total Estimated Cost

\$169,346.20

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Paul Gunzelman, P.E., City Engineer

Sworn to and subscribed before me this _____.
 (DATE)

40110925 E5067 472-2025-086137

Shinita Rice, Deputy City Clerk

Page _____EXHIBIT

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council
SUBJECT: Grant with the Kansas Department of Transportation
INITIATED BY: Transportation Department
AGENDA: Consent

Recommendation: Approve the grant.

Background: The Kansas Department of Transportation (KDOT) grant application process requires official action by the City Council authorizing staff to execute approved grants and administer the grant program. The City Council's approval will authorize the City of Wichita Transportation Department to receive eligible state funds supporting the City's transit services. A public hearing was held on May 20, 2025, with no comments.

The City of Wichita has been allotted \$1,356,080 for State Fiscal Year 2026 (July 1, 2025, through June 30, 2026), which may be used for capital or operating expenditures. Funds must be expended and requested by June 8, 2026.

Analysis: The grant will provide for continued KDOT-funded operations, including operator wages, benefits, and fuel. No capital items will be purchased with this fiscal year's allotment.

Financial Consideration: The total grant agreement is \$1,356,080. The funds are 100% grant-supported and require no local match.

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

Recommendation/Actions: It is recommended that the City Council approve the KDOT grant and authorize the necessary signatures.

Attachment: KDOT SFY2026 Agreement for State grant funds.

Project No. PT-0779-26
051260120

AGREEMENT FOR CAPITAL AND OPERATING ASSISTANCE FUNDS FOR STATE TRANSPORTATION PROJECTS

THIS AGREEMENT made between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), and the **Wichita Transit** (“Provider”), collectively, the “Parties”.

RECITALS

- A. The Coordinated Public Transportation Assistance Act, K.S.A. § 75-5032, *et seq.* (CPTAA) provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons, persons with disabilities, and the general public.
- B. The Legislature of the State of Kansas has authorized the Secretary to administer the financial assistance by selecting projects of eligible applicants and administering the funds.
- C. The Secretary has delegated this authority to KDOT’s Bureau of Multimodal Transportation, Public Transportation Unit.
- D. The Provider has expressed an interest in sponsoring the Project within its geographic area to include the provisions and support of Public Transportation Services and has been identified as an eligible applicant under CPTAA.
- E. The Secretary is willing to provide financial assistance to the Provider for the Project, subject to the terms and provisions contained in this Agreement.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Capital Equipment”** means the personal or real property identified in Appendix A, to be purchased by Provider pursuant to this Agreement. For purposes of this Agreement, Capital Equipment may include mobility management activities and Operating Costs.

3. **“CPTAA”** means the Coordinated Public Transportation Assistance Act, K.S.A. § 75-5032, *et seq.*, which provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons, persons with disabilities, and the general public.
4. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
5. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
6. **“Operating Costs”** means the day-to-day costs of providing services which may include administration and personnel costs.
7. **“Parties”** means the Secretary and KDOT, individually and collectively, and the Provider.
8. **“Project”** means those Public Transportation Services as detailed in the Provider’s Project Application.
9. **“Project Application”** means the Provider’s Project Application for funding submitted to the Secretary by the Provider for state CPTAA funding, incorporated into this Agreement by this reference.
10. **“Project Budget”** means the budget in Appendix A, which sets forth the allowable Project Costs for the Project and establishes the amount the Secretary will reimburse the Provider for those costs, incorporated into this Agreement by this reference.
11. **“Project Costs”** means the allowable expenses for the Project to be incurred by the Provider.
12. **“Provider”** means Wichita Transit, whose office is located at 777 East Waterman, Wichita, KS 67202-4615, acting by and through Penny Feist, its duly authorized representative.
13. **“Public Transportation Services”** means those services accessible to elderly persons, persons with disabilities, and the general public or as otherwise defined by the CPTAA, K.S.A. § 75-5034.
14. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.

ARTICLE II

PARTY RESPONSIBILITIES:

1. **Purpose of Agreement.** The purpose of this Agreement is to state the terms, conditions, and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.

2. **Scope of Project.** The Provider shall undertake and complete the Project as described in its Project Application which is incorporated into this Agreement in accordance with the terms and conditions of this Agreement.

3. **Cost of Project.** The cost of the Project for FY 2026 will be **\$1,356,080.00**, of which **\$1,356,080.00** will be provided by the Secretary from state funds. The funding will be used to support the purchase of Capital Equipment and operating expenses, as listed in Appendix A. In addition to the purchase of the Capital Equipment, the Project may include Operating Costs as delineated in Appendix A, Project Budget. The Provider agrees it will provide the local funds in an amount sufficient, together with the grant, to assure payment of the total Project Costs. The Provider shall initiate and prosecute to completion all actions necessary to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs. The Provider further agrees no refund or reduction of the amount so provided will be made unless there is, at the same time, a refund made to the Secretary of a proportional amount of the grant.

4. **Provider Matching Share.** The Provider's designated combination of federal, state, local, and/or private funding source has been or will be committed to provide the Provider's required share for the Project.

5. **Time Restriction on Reimbursement.** The Provider's requests for reimbursement must be submitted by the Provider no later than June 8th, 2026. Any funds not claimed for reimbursement by that date are forfeited by the Provider and will be retained by the Secretary. No funds will be carried over.

6. **Agreement Term.** This Agreement is effective from the date of execution of this Agreement until the useful life of the Capital Equipment, as determined by the Secretary, is expired unless this Agreement is terminated sooner in accordance with Article III, paragraph 3, titled Disposal of Capital Equipment, and/or Article II, paragraph 11, titled Termination of Agreement. Agreements pertaining to Operating Costs will have a term of one (1) year.

7. **Project Application.** The provisions and assurances found in the approved Project Application are incorporated into this Agreement by reference.

8. **Records and Reports.**

(a) **Establishment and Maintenance of Accounting Records.** The Provider shall establish and maintain a separate account for the Project, either independently or within its

existing accounting system, to be known as the Project account. The Provider agrees to keep detailed and accurate accounting records of all labor, material, supplies, incidentals, and any other necessary costs involved in the Project.

(b) Retention and Inspection of Reports. The Provider shall retain at its offices during the period of contract performance and for a period of five (5) years from the date of the release of the security lien on the vehicle to the Provider (if applicable), all accounting records, and other evidence pertaining to the Project Costs. Copies of such records will be made available for inspection by the Secretary or the Secretary's authorized representatives upon request. The Provider shall permit the Secretary or the Secretary's authorized representatives to inspect and audit all books and records pertaining to the Project and Project Costs at all reasonable times.

(c) Reports. The Provider shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings and/or written reports. The Provider shall submit to the Secretary such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Secretary. Such records include, but are not limited to, the keeping of daily trip records.

9. Default.

(a) Remedies.

i. If the Provider fails to perform any of the terms of this Agreement where such failure would constitute grounds to terminate this Agreement as provided in Article II, paragraph 11, titled Termination of Agreement, or if the Provider becomes insolvent, ceases doing business as a going concern, conservatorship, or receivership or bankruptcy proceedings are instituted by or against the Provider, the Secretary shall have the option to terminate this Agreement in addition to and without prejudice to any other rights and remedies provided under this Agreement and any laws and regulations.

ii. The Secretary may, upon default by the Provider, repossess any of the Capital Equipment purchased under this Agreement. Any repossession, however, shall not constitute a termination of this Agreement unless the Secretary notifies the Provider of termination in writing. It is the Secretary's option to dispose of the Capital Equipment in accordance with procedures incorporated into this Agreement. The Provider shall be liable to the Secretary for all fees and expenses, including attorney's fees, incurred in connection with any repossession of the Capital Equipment or their disposition as provided herein.

(b) Non-waiver. Failure by the Secretary to require strict compliance with this Agreement by the Provider does not constitute a waiver of said Agreement or any provision

thereof. No waiver by the Secretary of any breach or default of the Provider shall be deemed a waiver of any breach or default thereafter occurring.

10. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Provider shall indemnify and hold harmless the Secretary, and the Secretary's officers, agents, employees from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or any contracts entered into under this Agreement, or the operation of equipment described herein, by the Provider, its agents, or subcontractors.

11. **Termination of Agreement.**

(a) **Without Cause.** The Secretary may for any reason cancel the Project and terminate this Agreement by written notice from the Secretary to the Provider.

(b) **For Cause.** The Secretary may terminate this Agreement by written notice to the Provider for any of the following reasons:

i. The Provider, during the Capital Equipment's useful life, discontinues use of such Capital Equipment for the purpose of providing transportation services to elderly persons, persons with disabilities, and the general public.

ii. The Provider takes any action pertaining to this Agreement without the approval of the Secretary as required by this Agreement.

iii. The commencement or timely completion of the Project by the Provider is, for any reason, rendered improbable, impossible, or illegal.

iv. A material breach of this Agreement by the Provider, the Provider's agent, or a subcontractor.

v. The Provider becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgment or other similar process is issued by any court against all or a substantial portion of the Capital Equipment of this Agreement, and the same is not removed and discharged within thirty (30) days after entry, levy, or service, then this Agreement shall be deemed breached by the Provider, and terminated.

(c) **Termination by Provider.** The Provider may cancel the Project and terminate the agreement only upon written request to the Secretary and after receiving written approval by the Secretary.

(d) Action Upon Termination. Upon termination of this Agreement, the Provider agrees to dispose of the Capital Equipment in accordance with policies and procedures in Article III, paragraph 3, titled Disposal of Capital Equipment. The termination of this Agreement shall not relieve the Provider of any of their rights and obligations to the Secretary existing at the time of expiration, or terminate those obligations of the Provider, which, by their nature, survive the termination of this Agreement.

12. **Additional Representations and Covenants of the Provider.** The Provider makes the following additional representations, warranties, and covenants to the Secretary:

(a) Third-Party Agreements. The Provider shall not assign this Agreement, execute any subcontract, amendment, or change order thereto, nor obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Secretary.

(b) Secretary's Employees. The Provider will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the Secretary for any work required by the terms of this Agreement.

(c) Compliance with Laws. The Provider agrees to comply with all federal, state, and local laws, ordinances, and regulations in the implementation of the Project covered in this Agreement, including, but not limited to, Title VI, Title VII, and Title IX of the Civil Rights Act of 1964, 49 U.S.C. § 5332, as amended.

(d) Responsibility to Employees. The Provider accepts full responsibility for providing workers' compensation coverage and for payment of unemployment insurance and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement and will indemnify and hold harmless the Secretary from the same.

(e) Capabilities. The Provider possesses and will maintain requisite fiscal, managerial, and legal capacity to carry out the Project.

13. **Covenant Against Contingent Fees.** The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul this Agreement without liability, or in the Secretary's discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See attachment **Certification of Provider and Certification of Secretary of Transportation**, which is attached to and incorporated into this Agreement.)

14. **Equal Employment Opportunity.** In connection with the execution of this Agreement, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, sexual orientation, gender identity or expression, disability status, military or veteran status, or national origin. The Provider shall take affirmative action to ensure applicants are employed, and employees are treated fairly during this employment without regard to these and any other protected factors unrelated to the essential functions of the job. Such actions shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

15. **Cooperation and Coordination of Transportation Services.** The Provider has demonstrated and will continue to demonstrate acceptable efforts to achieve coordination with other transportation providers and users, including private transit and paratransit operators capable of providing service and social service agencies capable of purchasing service. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting the Secretary's goals and commitments with regard the provision of service that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

16. **Disputes.** The Secretary shall resolve any disputes which may arise out of, or relating to, this Agreement when the Secretary and the Provider have been unable to resolve such disputes through negotiation. The Provider agrees to abide by the Secretary's resolution of any dispute.

17. **Prohibition Against Use of State Funds for Lobbying.** The Provider or any subcontractor shall not use state assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before the State Legislature.

18. **Status of the Contractor and the Secretary for the State of Kansas Procurement Procedures.** The Secretary shall not be responsible for any obligations that the Provider has assumed with using the State of Kansas' procurement procedures. Furthermore, the Provider acknowledges and agrees that its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

19. **Prohibited Interest.** No member, or officer, of the Provider, during their tenure or two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE III

SPECIAL PROVISIONS FOR CAPITAL EQUIPMENT:

Note: If this Agreement pertains to Operating Costs only, provisions under Article III may not apply.

1. **Title of Capital Equipment.** The Provider shall hold title to all Capital Equipment purchased pursuant to this Agreement and secured pursuant to Article III, paragraph 4, titled Creation of Security Interest, of this Agreement.

2. **Use of Capital Equipment.** The Provider agrees the Capital Equipment will be used for the provision of transporting elderly persons, persons with disabilities, and the general public to and from activities within the area described in the Provider's Project Application. The Provider shall maintain, in an amount and form satisfactory to the Secretary, such insurance or self-insurance as will be adequate to protect Capital Equipment throughout its useful life. The Provider shall keep satisfactory records with regard to use of the Capital Equipment and submit to the Secretary, upon request, such information as is required to ensure compliance with this Section. Capital Equipment may be used for the provision of Public Transportation Services within the metropolitan planning area, as defined by the Metropolitan Planning Organization (MPO) pursuant to 23 C.F.R. Part 450 for the Provider's geographic area. If, at any time, any Capital Equipment is used in a manner not approved by the Secretary or withdrawn from transportation service whether by planned withdrawal or casualty loss, the Provider shall immediately notify the Secretary. Refer to Article III, paragraph 3, titled Disposal of Capital Equipment for procedures regarding Capital Equipment disposition.

3. **Disposal of Capital Equipment.** The Provider agrees the Secretary has reserved the right to dispose of the Capital Equipment as follows:

(a) **Misuse.** If, at any time, any Capital Equipment is used for purposes other than those described in the Project Application or approved by the Secretary, the Provider shall immediately notify the Secretary. The Secretary then has the option of having the Provider remit to the Secretary a proportional amount of the fair market value, if any, of the Capital Equipment, which shall be determined on the basis of the ration of the financial assistance made by the Secretary to the actual costs of the Capital Equipment, as listed in Appendix A. Fair Market value shall be deemed to be the value of the property as determined by a competent appraisal solicited by the Secretary.

(b) **Casualty Loss.** In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account of the Provider shall be considered fair market value. In no event is salvage value to be considered fair market value.

(c) **Withdrawal.** Any time the Capital Equipment is withdrawn from transportation service by planned withdrawal, the Provider shall immediately notify the

Secretary and shall remit to the Secretary a proportional amount of the fair market value. The proportional amount to be based on the original funding ratio of the Capital Equipment as listed in the Appendix A.

(d) Buy Out. The Provider can submit a written request to the Secretary to obtain release of the vehicle lien only upon the Provider's withdrawal from the program or Capital Equipment replacement. The Provider understands the Secretary has the option to approve or disapprove the request to release the lien. If a request is approved, the Provider agrees to buy out the state interest on the Capital Equipment purchased under this Agreement based on a proportional amount of the fair market value or as reasonably determined by the Secretary. The proportional amount will be based on the original funding ratio of the Capital Equipment as listed in Appendix A. The Provider understands the Secretary has the option to approve or disapprove the request.

(e) Default. Any material default by the Provider in the Project Application or this Agreement allows the Secretary the option of requiring the Provider remit to the Secretary a proportional amount of the fair market value, as identified in Appendix A.

4. **Creation of Security Interest**. For the purpose of securing the performance of all the terms and conditions of this Agreement by the Provider, the Provider hereby grants to the Secretary, pursuant to K.S.A. § 84-9-101, *et seq.*, of the Kansas Uniform Commercial Code, a security interest in the Capital Equipment listed in Appendix A of this Agreement.

5. **Maintenance and Inspection of Capital Equipment**. The Provider shall maintain, at its expense, all Capital Equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The Provider shall submit a certification of compliance with required maintenance procedures to the Secretary on an annual basis.

6. **Maximum Utilization of Capital Equipment**. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting its commitments and goals with regard to the maximum utilization of Capital Equipment, insuring said Capital Equipment is used in a fashion that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic areas.

ARTICLE IV

GENERAL PROVISIONS:

1. **Survival of Obligations.** The Provider shall remain obligated to the Secretary under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions.

2. **Severability.** If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

3. **Civil Rights Act.** The **Civil Rights Act Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions Attachment.** The provisions found in the most current version of the **Contractual Provisions Attachment, Form DA-146a**, which is attached, are hereby incorporated into this Agreement and made a part hereof.

5. **Certification Regarding Sexual Harassment.** The Provider agrees to comply with Executive Order 18-04 (February 5, 2018), by signing **Policy Regarding Sexual Harassment**, which is attached to and made a part of this Agreement.

6. **Certification Regarding No Boycott of Israel.** The Sponsor agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing **Certification of Company Not Engaged in a Boycott of Goods or Services from Israel**, which is attached to and made a part of this Agreement.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Provider and their successors in office.

8. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.

9. **Revisions to Agreement.** Any proposed amendment to this Agreement must be submitted in writing to the Secretary for approval and is not valid and binding unless a written amendment is signed by the Secretary and the Provider.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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

IN WITNESS WHEREOF: the Parties have caused this Agreement to be signed by their duly authorized officers to be effective on the day and year first above written.

ATTEST:

By: _____
(Date)

Name: _____

Title: _____

WICHITA TRANSIT

By: _____

Name: _____

Title: _____

SECRETARY OF TRANSPORTATION
KANSAS DEPARTMENT OF
TRANSPORTATION

By: _____
(Date)
Title: Bureau Chief

Approved as to form:

INDEX OF ATTACHMENTS

- Contractual Provisions Attachment (Form DA-146a)
- Certification of Provider and Certification of Secretary of Transportation
- Civil Rights Act
- Certification – Federal Funds – Lobbying
- Policy Regarding Sexual Harassment
- Certification of Company Not Engaged in a Boycott of Goods or Services from Israel
- Appendix A – Project Budget

***Note – If left unchecked, then inapplicable.**

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

CERTIFICATION OF COORDINATING PROVIDER

I hereby certify that I am the Program Manager and duly authorized representative of _____ whose address _____ and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

(Date)

CERTIFICATION OF THE SECRETARY OF TRANSPORTATION

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or the Provider's representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced Provider in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Secretary of Transportation
for the State of Kansas

BY: Matthew T. Messina
Bureau Chief

KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT
PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Signature, Title of Contractor

Date

Printed

Name of Company

APPENDIX "A"
PROJECT BUDGET

Operations:	Budget
2026 ADA Purchased Transportation:	\$1,356,080.00
Diesel Fuel	
Driver's salaries	
Capital:	\$.00
Total Budget:	\$1,356,080.00

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Contract for Mowing – Private Lot

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent Agenda

Recommendation: Approve the contract and authorize the necessary signatures.

Background: The Metropolitan Area Building and Construction Department (MABCD) is responsible for addressing tall grass and weeds complaints throughout the City from late April through November. The highest volume months are typically June, July, August, and September. Complaint volume is weather dependent and generally averages between 2,500 and 3,000 complaints annually. Cases resolved through forced compliance, i.e. mowed by city contractors, average between 400 and 600 properties annually and are generally resolved in 17 to 20 days, depending on weather conditions.

Analysis: Two vendors submitted proposals in response to the Request for Qualifications for private lot mowing. The Staff Screening and Selection Committee reviewed proposals and interviewed both vendors. It was the Committee's unanimous recommendation to issue contracts to both vendors. Work orders are divided between vendors based on volume of work and location. The two recommended vendors are T&G Mowing, LLC and Getting It Done Enterprises, Inc. No additional internal review was required as the annual contract amount is less than \$50,000.

Financial Consideration: Funding for the contracted mowing is allocated in the MABCD Operating Budget in the amount of \$45,835 annually.

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

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

Attachments: Contracts.

CONTRACT 25200082

for

PRIVATE LOT MOWING

THIS CONTRACT entered into this 19th day of August 2025, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **Getting It Done Enterprises, Inc.**, whose principal office is 13641 SW 150th St. Rose Hill, Kansas, Telephone Number (316) 640-7963, hereinafter called "**VENDOR**".

WHEREAS, the **CITY** has solicited bids for **Private Lot Mowing** (solicitation number – FB250039); and

WHEREAS, VENDOR has submitted the bid 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 solicitation number – FB250039 which are incorporated herein by this reference the same as if it were fully set forth. The attached Exhibits and the bid package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for solicitation number – FB250039, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for Private Lot Mowing, the solicitation number – FB250039 for the Metropolitan Area Building and Construction Department, as shown below as compensation as per the bid, plans, specifications, addenda, and **VENDOR**'s bid of April 4, 2025, and as approved by the City Council on the date listed above.

VENDOR shall be paid at the following schedule:

1. \$100 per location for all lots under one (1) acre of grass/weeds over 12", cost of photos included; includes easements, rights-of-way, alley side, etc.
2. \$120 per location for all lots over one (1) acre of grass/weeds over 12", cost of photos included; includes easements, rights-of-way, alley side, etc.
3. \$25 per location for lots reported as mowed by Owner, photos included

3. Term. The term of this contract shall be effective from **August 19, 2025, through August 31, 2026**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion and without liability 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. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability or loss arising from or caused by

errors, omissions or acts of **CONTRACTOR**, 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. **Contractor** expressly warrants that it will procure and maintain commercial general liability insurance from an insurer reasonably acceptable to the **CITY**, including coverage sufficient to meet the reasonably anticipated risks covered by this indemnification provision.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Errors, Acts, and Omissions, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate
Property Damage Liability	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	\$1,000,000 each accident
	\$1,000,000 occupational disease
	\$2,000,000 annual aggregate

5. **Certificate of Insurance.** The City of Wichita shall be added as a primary and non-contributory additional insured for the liability policies. The policy shall also provide coverage for Provider's contractual obligations created in the Contract. Vendor shall provide a Certificate of Insurance evidencing such coverages.

The Certificate of Insurance must be submitted within ten (10) days after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

6. Incorporation. Exhibits A and B are incorporated into this contract as if fully set forth here. Exhibits A and B are mandatory contract provisions and are superior to any contract document provided by contractor when a conflict exists between provisions.

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

THE CITY OF WICHITA, KANSAS

Lily Wu
Mayor

ATTEST:

Shinita Rice
Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña for
Jennifer Magaña
City Attorney and Director of Law

Getting It Done Enterprises, Inc.

Keith Alan Lewis
Signature

Keith Alan Lewis
Print Signature Name

Owner
Title (*President or Corporate Officer*)

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any and all defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so

as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq.* of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **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**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

(Rev. 12/20/2024)

CONTRACT 25200081
for
PRIVATE LOT MOWING

THIS CONTRACT entered into this 19th day of August 2025, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **T&G Mowing & Excavating, Inc.**, whose principal office is at 29122 W. 45th St. N. Mount Hope, Kansas, Telephone Number (316) 650-8934, hereinafter called "**VENDOR**".

WHEREAS, the **CITY** has solicited bids for **Private Lot Mowing** (solicitation number – FB250039); and

WHEREAS, VENDOR has submitted the bid 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 solicitation number – FB250039 which are incorporated herein by this reference the same as if it were fully set forth. The attached Exhibits and the bid package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for solicitation number – FB250039, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for Private Lot Mowing, the solicitation number – FB250039 for the Metropólitan Area Building and Construction Department, as shown below as compensation as per the bid, plans, specifications, addenda, and **VENDOR**'s bid of April 4, 2025, and as approved by the City Council on the date listed above.

VENDOR shall be paid at the following schedule:

1. \$100 per location for all lots under one (1) acre of grass/weeds over 12", cost of photos included; includes easements, rights-of-way, alley side, etc.
2. \$120 per location for all lots over one (1) acre of grass/weeds over 12", cost of photos included; includes easements, rights-of-way, alley side, etc.
3. \$25 per location for lots reported as mowed by Owner, photos included

3. Term. The term of this contract shall be effective from **August 19, 2025, through August 31, 2026**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion and without liability 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. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability or loss arising from or caused by

errors, omissions or acts of **CONTRACTOR**, 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. **Contractor** expressly warrants that it will procure and maintain commercial general liability insurance from an insurer reasonably acceptable to the **City**, including coverage sufficient to meet the reasonably anticipated risks covered by this indemnification provision.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Errors, Acts, and Omissions, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence \$2,000,000 annual aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

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Property Damage Liability	\$1,000,000 each occurrence
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Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence

3. Workers' Compensation to meet Statutory requirements.

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5. **Certificate of Insurance.** The City of Wichita shall be added as a primary and non-contributory additional insured for the liability policies. The policy shall also provide coverage for Provider's contractual obligations created in the Contract. Vendor shall provide a Certificate of Insurance evidencing such coverages.

The Certificate of Insurance must be submitted within ten (10) days after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

6. Incorporation. Exhibits A and B are incorporated into this contract as if fully set forth here. Exhibits A and B are mandatory contract provisions and are superior to any contract document provided by contractor when a conflict exists between provisions.

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

THE CITY OF WICHITA, KANSAS

Lily Wu
Mayor

ATTEST:

Shinita Rice
Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña for
Jennifer Magaña
City Attorney and Director of Law

T&G Mowing & Excavating, Inc.

Signature

Grace O. Simon

Print Signature Name

President

Title (*President or Corporate Officer*)

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
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11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
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as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law (“protected class”), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq.* of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **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**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

(Rev. 12/20/2024)

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Acquisition of Temporary Construction Easement at 1401 West Douglas for the Douglas Avenue from Seneca Street to Meridian Avenue Project (District IV)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent

Recommendation: Approve the acquisition of a temporary construction easement.

Background: On September 12, 2022, the City Council approved the funding and a design concept with WSP Environmental Consulting Company to develop concepts for Douglas Avenue from Seneca Street to Meridian Avenue. Douglas Avenue from Seneca Street to Meridian Avenue is currently striped as a two-lane roadway and has poor drainage, pavement deterioration, and narrow sidewalks. Unmarked on-street parking is allowed throughout the corridor. The proposed design concept includes pavement reconstruction, improved storm water sewer, six-feet-wide sidewalks, and signalization improvements to the existing pedestrian crossings. The roadway will be striped as a three-lane section with shared-lane markings for cyclists and clearly defined on-street parking. A 625 square-feet temporary construction easement is needed from the property at 1401 West Douglas. The property is zoned LC, Limited Commercial. The property is a former fire station which had been converted to a single-family residence. The proposed easement area does not impact the improvements.

Analysis: The owner refused the offer of \$875 for the temporary construction easement and presented a counteroffer of \$1,500 citing that the land value used by the City to establish the estimated appraised value should be higher. The estimated appraised value of the temporary construction easement at \$875 was developed using \$7 per square foot as the base land value. The owner has agreed to a settlement at \$1,200, which is based on a base land value of \$9.75 per square foot. The additional \$325 is considered to be a fair and reasonable settlement.

Financial Considerations: The Douglas Avenue from Seneca Street to Meridian Avenue project was funded on April 1, 2025. A budget of \$1,200 is requested for the acquisition.

Legal Considerations: The Law Department has reviewed and approved the temporary construction easement as to form.

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

Attachments: Temporary construction easement and aerial map.

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Acquisition of Temporary Construction Easement at 1401 West Douglas for the Douglas Avenue from Seneca Street to Meridian Avenue Project (District IV)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent

Recommendation: Approve the acquisition of a temporary construction easement.

Background: On September 12, 2022, the City Council approved the funding and a design concept with WSP Environmental Consulting Company to develop concepts for Douglas Avenue from Seneca Street to Meridian Avenue. Douglas Avenue from Seneca Street to Meridian Avenue is currently striped as a two-lane roadway and has poor drainage, pavement deterioration, and narrow sidewalks. Unmarked on-street parking is allowed throughout the corridor. The proposed design concept includes pavement reconstruction, improved storm water sewer, six-feet-wide sidewalks, and signalization improvements to the existing pedestrian crossings. The roadway will be striped as a three-lane section with shared-lane markings for cyclists and clearly defined on-street parking. A 625 square-feet temporary construction easement is needed from the property at 1401 West Douglas. The property is zoned LC, Limited Commercial. The property is a former fire station which had been converted to a single-family residence. The proposed easement area does not impact the improvements.

Analysis: The owner refused the offer of \$875 for the temporary construction easement and presented a counteroffer of \$1,500 citing that the land value used by the City to establish the estimated appraised value should be higher. The estimated appraised value of the temporary construction easement at \$875 was developed using \$7 per square foot as the base land value. The owner has agreed to a settlement at \$1,200, which is based on a base land value of \$9.75 per square foot. The additional \$325 is considered to be a fair and reasonable settlement.

Financial Considerations: The Douglas Avenue from Seneca Street to Meridian Avenue project was funded on April 1, 2025. A budget of \$1,200 is requested for the acquisition.

Legal Considerations: The Law Department has reviewed and approved the temporary construction easement as to form.

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

Attachments: Temporary construction easement and aerial map.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") made and entered into this _____ day of _____, 2025 by and between Central Plains Development LLC ("Grantor") and The City of Wichita, Kansas, a municipal corporation ("Grantee").

In consideration of the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00), the parties hereto agree as follows;

Grantor hereby grants to the Grantee, its successors and assigns, this Agreement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF
("Easement Area")

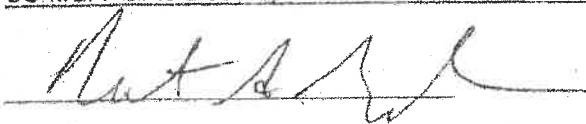
For purposes of this Conveyance, the term "Agreement" shall mean:

An easement commencing on the date first written above and expiring on December 31, 2027, or 30 days after final acceptance by Grantee of Grantee's construction contractor's work, whichever occurs first; allowing the Grantee, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of utility and other related facilities and improvements located and to be located within the Easement Area, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

- a) At its sole cost and expense, Grantee shall cause its construction contractor to provide reasonable ingress and egress to the property remaining at all times throughout the term of this Agreement, whether using current or alternative access points; and,
- b) The Easement Area shall be utilized only to undertake and carry-out actual construction activity on Grantor's property and the Easement Area, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work
- c) At the conclusion of construction, Grantee shall restore any portions of the Easement Area disturbed by construction by re-grading and re-seeding but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes or other vegetation now growing on the property.

IN WITNESS WHEREOF: The said Grantor has signed the day and year first written

Central Plains Development LLC



Approved as to Form:

Jennifer L. Magana

Jennifer L. Magana, City Attorney
and Director of Law

Central Plains Development, LLC

Property ID: 00199843

Property Address: 1401 W Douglas Avenue

TEMPORARY CONSTRUCTION EASEMENT:

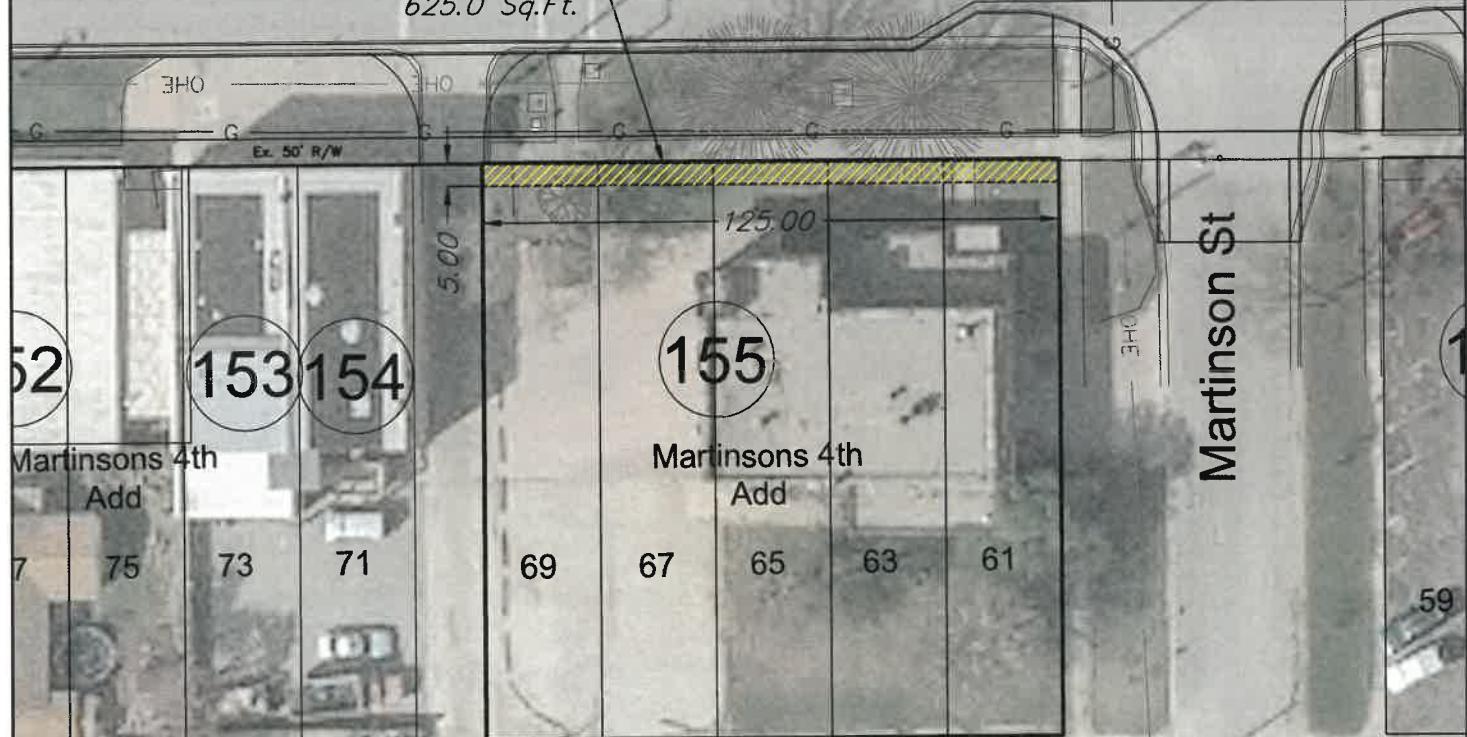
The North 5.0 feet of Lots 61, 63, 65, 67, and 69, on Chicago, now Douglas Avenue, Martinson's 4th Addition, Wichita, Sedgwick County, Kansas.

Said tract contains 0.01 acres (625.00 sq. ft.), more or less.

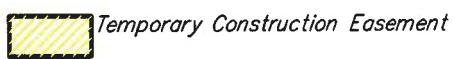


DOUGLAS AVENUE

5' Temporary Construction Easement
625.0 Sq.Ft.



LEGEND:



PROPERTY ADDRESS:

1401 W Douglas Avenue

OWNER:

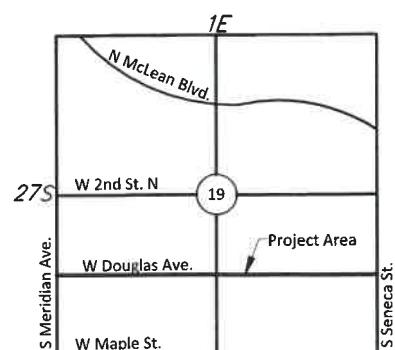
Central Plains Development, LLC
3201 E 31st Street South, #1
Wichita, Kansas 67216

PROPERTY IDENTIFICATION:

00199843



SCALE: 1"=40'



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT



**Schwab
Eaton**

800 East 1st Street, Suite 240 • Wichita, KS. 67202
Phone (316) 722-4472 • Fax (785) 380-5007

DOUGLAS AVENUE IMPROVEMENTS
FROM MERIDIAN AVENUE TO SENECA AVENUE
TRACT MAP #155

PROJECT NO:	22.W045	DATE:	10-18-2024	SHEET NO:	1 OF 1
DRAWN BY:	JDG	CHECKED BY:	JWG	APPROVED BY:	HR

No.	Revision	Date

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Acquisition of Temporary Construction Easement at 1115 West Douglas for the Douglas Avenue from Seneca Street to Meridian Avenue Project (District IV)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent

Recommendation: Approve the acquisition of a temporary construction easement.

Background: On September 12, 2022, the City Council approved the funding and a design concept with WSP Environmental Consulting Company to develop concepts for Douglas Avenue from Seneca Street to Meridian Avenue. Douglas Avenue from Seneca Street to Meridian Avenue is currently striped as a two-lane roadway and has poor drainage, pavement deterioration, and narrow sidewalks. Unmarked on-street parking is allowed throughout the corridor. The proposed design concept includes pavement reconstruction, improved storm water sewer, six-feet-wide sidewalks, and signalization improvements to the existing pedestrian crossings. The roadway will be striped as a three-lane section with shared-lane markings for cyclists and clearly defined on-street parking. A 125 square-feet temporary construction easement is needed from the property at 1115 West Douglas. The property is zoned LC, Limited Commercial and is developed with both office and retail uses. The proposed easement area does not impact the improvements.

Analysis: The owner refused the offer of \$175 for the temporary construction easement and presented a counteroffer of \$1,000. The estimated appraised value of the temporary construction easement at \$175 was developed using \$7 per square foot as the base land value. The owner has agreed to a settlement at \$500, which equates to a base land value of \$20 per square foot. While the \$20 per square foot value is superior to the market, the additional \$325 settlement avoids having to acquire the property using eminent domain.

Financial Considerations: The Douglas Avenue from Seneca Street to Meridian Avenue project was funded on April 1, 2025. A budget of \$500 is requested for the acquisition.

Legal Considerations: The Law Department has reviewed and approved the temporary construction easement as to form.

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

Attachments: Temporary construction easement and aerial map.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") made and entered into this 4 day of August, 2025 by and between Winchester Investments LLC ("Grantor") and The City of Wichita, Kansas, a municipal corporation ("Grantee").

In consideration of the sum of Five Hundred and 00/100 Dollars and no cents (\$500.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Grantor hereby grants to the Grantee, its successors and assigns, this Agreement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF
(“Easement Area”)

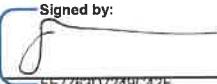
For purposes of this Conveyance, the term "Agreement" shall mean:

An easement commencing on the date first written above and expiring on December 31, 2027, or 30 days after final acceptance by Grantee of Grantee's construction contractor's work, whichever occurs first, allowing the Grantee, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of utility and other related facilities and improvements located and to be located within the Easement Area, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

- a) At its sole cost and expense, Grantee shall cause its construction contractor to provide reasonable ingress and egress to the property remaining at all times throughout the term of this Agreement, whether using current or alternative access points; and,
- b) The Easement Area shall be utilized only to undertake and carry-out actual construction activity on Grantor's property and the Easement Area, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work
- c) At the conclusion of construction, Grantee shall restore any portions of the Easement Area disturbed by construction by re-grading and re-seeding but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes or other vegetation now growing on the property.

IN WITNESS WHEREOF: The said Grantor has signed the day and year first written.

Winchester Investments LLC

Signed by:

FE7763D7249C42F...

8/4/2025

Approved as to Form:

Jennifer L. Magana
Jennifer L. Magana, City Attorney
and Director of Law

B & T Investments, LLC

Property ID:

Tract 168: 00199813

Tract 169: 00199812

Property Address:

Tract 168: 1115 W Douglas Avenue

Tract 169: 1115 W Douglas Avenue

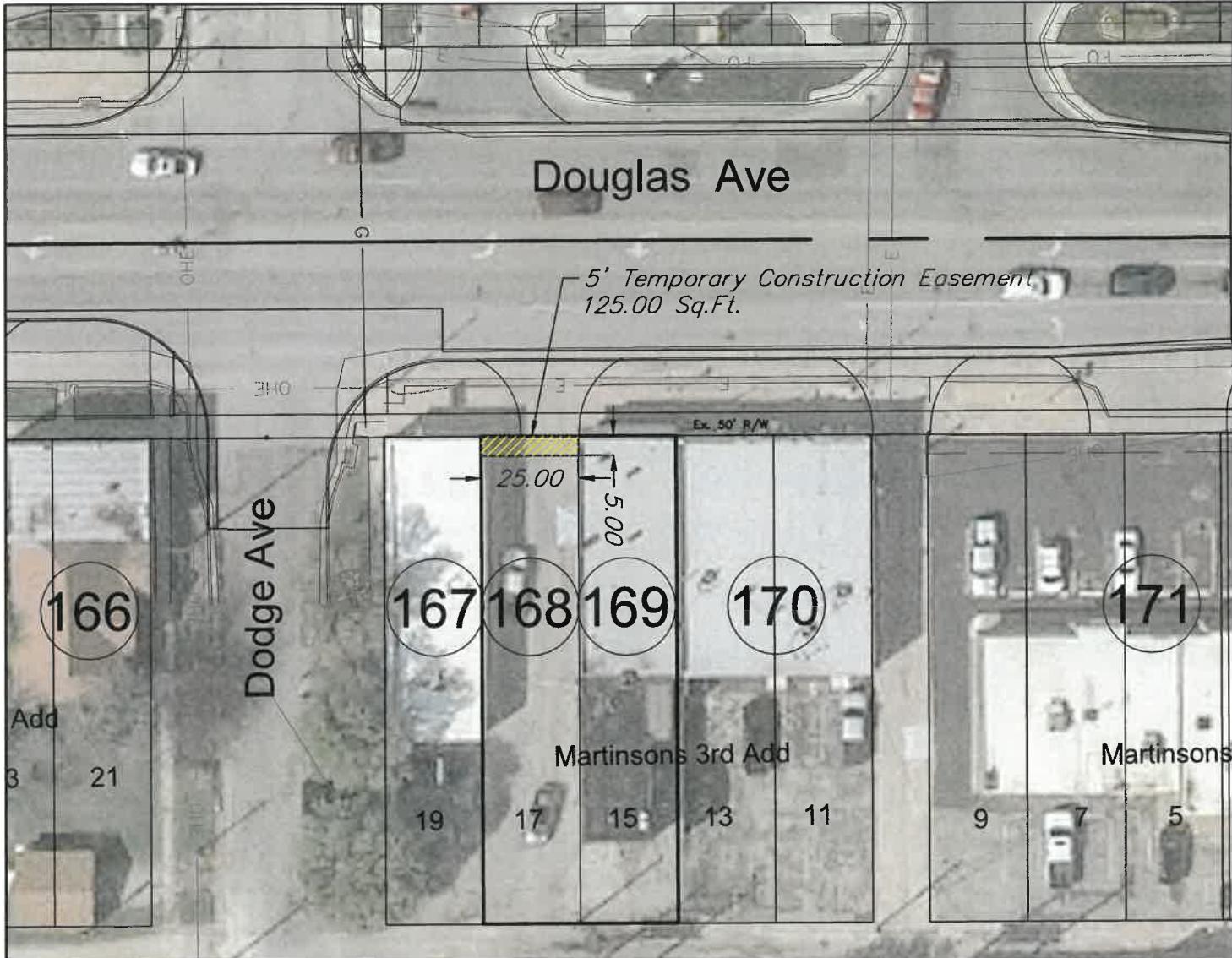
TEMPORARY CONSTRUCTION EASEMENT:

Tract 168: The North 5.0 feet of Lot 17, Douglas Avenue, Martinson's 3rd Addition to Wichita, Sedgwick County, Kansas.

Said tract contains 0.003 acres (125.00 sq. ft.), more or less.

Tract 169: No Temporary Easement Needed for this Property



**LEGEND:**

Temporary Construction Easement

Property Line

PROPERTY ADDRESS:

Tract 168: 1115 W Douglas Avenue
Tract 169*: 1115 W Douglas Avenue

OWNER:

B & T Investments, LLC
333 S Broadway Avenue, Suite 105
Wichita, Kansas 67202

PROPERTY IDENTIFICATION:

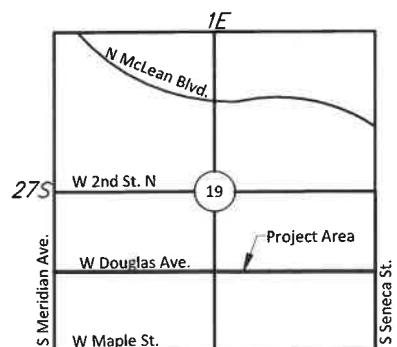
Tract 168: 00199813
Tract 169*: 00199812



SCALE: 1"=40'



* No Temporary Easement Needed for this Property

**VICINITY MAP**

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT



**Schwab
Eaton**

800 East 1st Street, Suite 240 • Wichita, KS. 67202
Phone (316) 722-4472 • Fax (785) 380-5007

**DOUGLAS AVENUE IMPROVEMENTS
FROM MERIDIAN AVENUE TO SENECA AVENUE
TRACT MAP #168 and #169**

PROJECT NO:	22.W045	DATE:	10-18-2024	SHEET NO:
DRAWN BY:	JDG	CHECKED BY:	JWG	APPROVED BY: HR

No.	Revision	Date

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") made and entered into this 31 day of July, 2025 by and between Tabernacle Church of God in Christ, Inc, a Kansas not for profit corporation ("Grantor") and The City of Wichita, Kansas, a municipal corporation ("Grantee").

In consideration of Five Thousand Nine Hundred Fifty-Five Dollars and no cents (\$5,955) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee, its successors and assigns, this Agreement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

That part of Lot 28, on Mathewson Avenue, D.W. Jones' Addition to Wichita, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on February 4, 2025, more particularly described as follows: The South 20 feet of said Lot 28, on Mathewson Avenue, D.W. Jones' Addition.

("Easement Area")

2. For purposes of this Conveyance, the term "Agreement" shall mean

An easement commencing on the date first written above and expiring on December 31, 2027, or 30 days after final acceptance by Grantee of Grantee's construction contractor's work, whichever occurs first, allowing the Grantee, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of utility and other related facilities and improvements located and to be located within the Easement Area, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

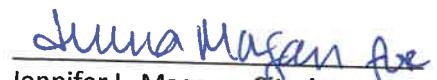
- (a) At its sole cost and expense, Grantee shall cause its construction contractor to provide reasonable ingress and egress to the property remaining at all times throughout the term of this Agreement, whether using current or alternative access points; and
- (b) The Easement Area shall be utilized only to undertake and carry-out actual construction activity on Grantor's property and the Easement Area, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work.
- (c) At the conclusion of construction, Grantee shall restore any portions of the Easement Area disturbed by construction by re-grading and re-seeding but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes or other vegetation now growing on the property.

IN WITNESS WHEREOF: The said first party has signed the day and year first written.

TABERNACLE CHURCH OF GOD IN CHRIST, INC:


for 
Jonathan W. Platt,

Approved as to Form:


Jennifer L. Magana, City Attorney
and Director of Law

EASEMENT EXHIBIT

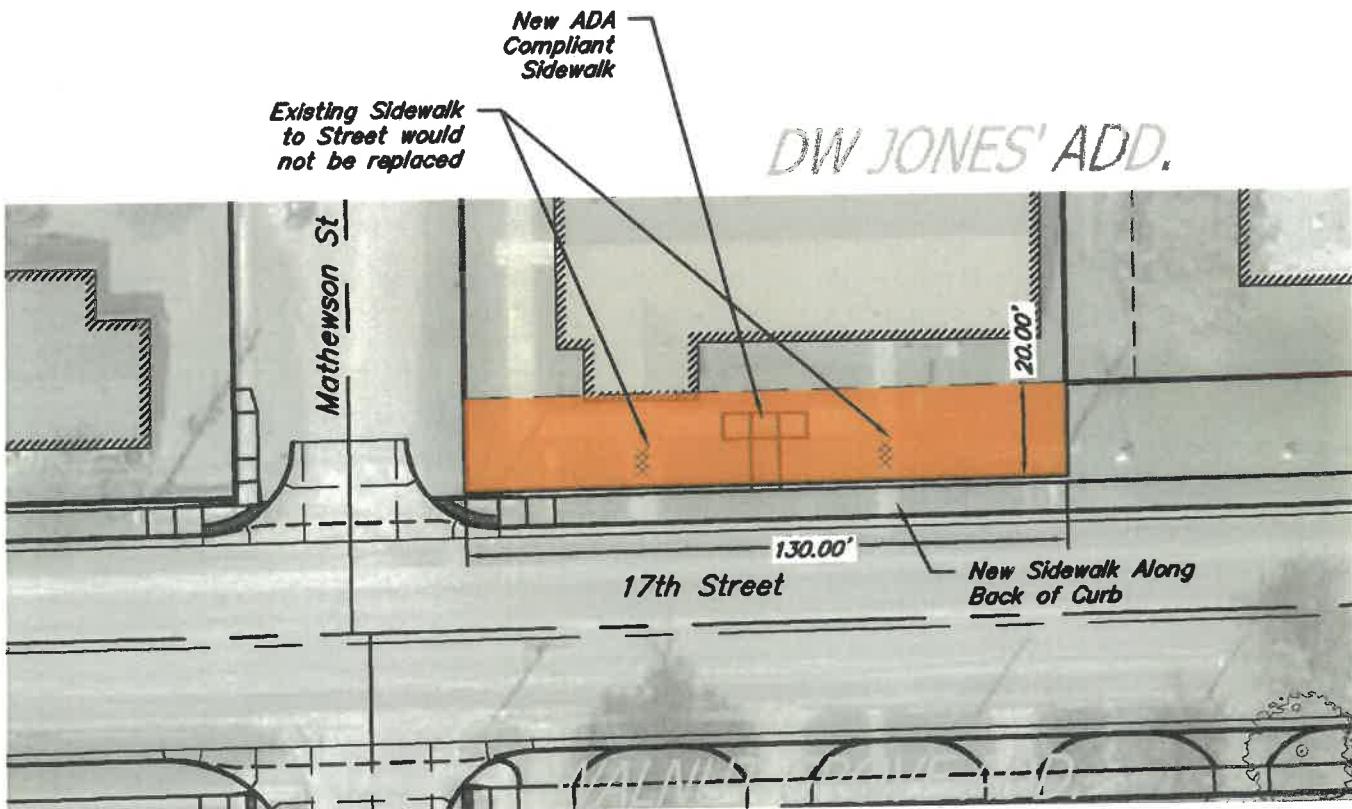
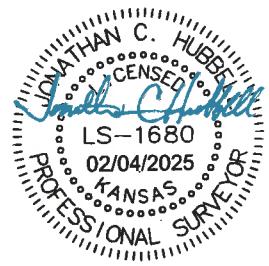
TEMPORARY CONSTRUCTION

Legal Descriptions:

Temporary Construction Easement – Tabernacle Church of God

That part of Lot 28, on Mathewson Avenue, D.W. Jones' Addition, Wichita, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on February 4, 2025, more particularly described as follows: The South 20.00 feet of said Lot 28, on Mathewson Avenue, D.W. Jones' Addition.

Subject to road right-of-way of record. Subject property contains 2,600 sq. ft.



PRIVATE PROPERTY IMPACTS:

Protection:

- Portion of Sidewalk on West on South side of Building

Removals:

- Portion of Sidewalk on South Side of Building
- Sidewalk from South Doors to Street

Construction:

- Sidewalk Connection to New Sidewalk on Back of Curb
- Water Meter Relocation



LEGEND:



Proposed Right-of-Way Acquisition



Temporary Construction Easement

OWNER:
TABERNACLE CHURCH OF GOD
1502 E 17TH ST N
WICHITA, KS 67214

PARCEL IDENTIFICATION:
00123029

CITY OF WICHITA
17th Street - I-135 to Grove
Tract Map 38

PROJECT NUMBER:
472-2023-085860
23-04-E484

DATE: August 5, 2024

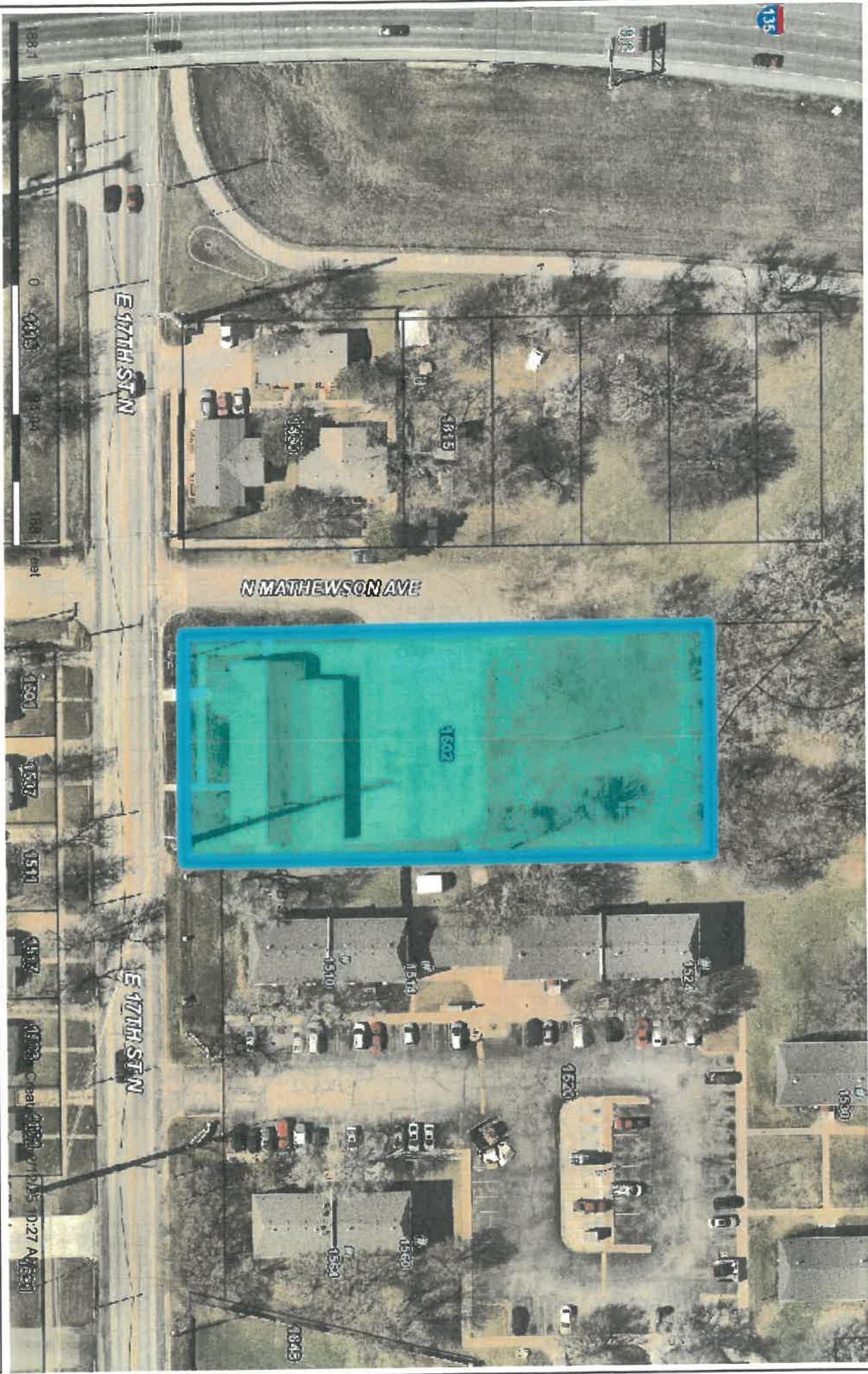
SHEET: 1 OF 1



BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7271
BaughmanCo.com

Tract 38

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



1:1,128

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1502 East 17th Street North for the Road Project, 17th Street North from Interstate 135 to Hillside Avenue (District I)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent

Recommendation: Approve the acquisition of a temporary construction easement.

Background: On December 5, 2023, the City Council approved the funding for the improvement of the 17th Street North road corridor from Interstate 135 (I-135) to Hillside Avenue. The proposed concept will convert 17th Street to a three-lane roadway with on-street bike lanes from I-135 to Hillside Avenue. A 2,600 square-feet temporary construction easement is required from the property at 1502 East 17th Street North, a property improved as a church. The proposed easement is 20 feet wide and encompasses almost the entire front yard of church. There is a private sidewalk along the west and south side of the church. The project will remove a portion of the sidewalk in two locations and reinstall a combined sidewalk approach between the two sidewalks that are to be removed.

Analysis: The owner originally rejected the offer of \$1,040 for the temporary construction easement and countered at \$10,000. Through negotiation, the owner agreed to accept \$1,040 for the temporary construction easement plus an additional \$4,915 for the cost of concrete work that the church recently invested in the property repairing the private sidewalk within the proposed acquisition area. The total cost of the acquisition is \$5,955.

Financial Considerations: The 17th Street North Interstate 135 to Hillside Avenue project was funded on December 5, 2023. A budget of \$5,955 is requested for the acquisition.

Legal Considerations: The Law Department has reviewed and approved the temporary construction easement as to form.

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

Attachments: Temporary construction easement and aerial map.

WICHITA-SEDWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION

MINUTES

July 10, 2025

The meeting of the Metropolitan Area Planning Commission was held on July 10, 2025, starting at 1:30 PM in the Ronald Reagan Building, 271 West Third Street, 2nd Floor, and Wichita, Kansas. The public was allowed to participate in person in the Ronald Reagan Building. The following members were present **in-person:** Bryan Frye, Chair; Bob Aldrich, Vice-Chair; Leon Moeder; John McKay; Bob Dool; Doug Hye; Hugh Nicks; Chuck Warren; Joe Johnson; Cindy Miles (left early); and Tony Zimbelman. The following members were **absent:** Bill Johnson; Jocelyn Clonts; and Williams-Bey. Staff members present were Scott Wadle, Planning Director; JR Cox, Zoning Administrator; Brad Eatherly, Senior Planner; Christina Rieth, Associate Planner; Raquel Ordonez, Associate Planner; Greg Shearon, Senior Planner; Jennifer Magana, Director of City Law; and Samantha Seang, Assistant County Counselor.

1. Initials Items

1.1 Opening Announcements

1.2 Roll call

1.3 Approval of the prior MAPC meeting minutes

June 26, 2025

MOTION: To approve the June 26, 2025 minutes.

WARREN moved, **MILES** seconded the motion, and it carried (8-0-3), **FRYE, DOOL** and **J. JOHNSON abstained.**

1.4 Determination of MAPC Consent Items

2. CONSIDERATION OF SUBDIVISION COMMITTEE RECOMMENDATIONS

2.1 SUB2025-00030: One-Step Final Plat – CEDAR RUST ESTATES; located north along West 39th Street South and approximately 910 feet west of South 183rd Streer West (COUNTY).

RECOMMENDED ACTION: APPROVED 6-0

Note: This is a One-Step Final Plat for a 9-Lot Residential Subdivision on un-platted property located in Unincorporated Sedgwick County. It is designated as “Rural Growth Area” by the Community Investments Plan 2015-2035.

Complete Access Controls with (2) openings are located along West 39th Street South and along South 183rd Street West with (1) opening.

WAIVERS:

- 1) The applicant requests a MODIFICATION/WAIVER of the lot depth-to-width ratio of the Subdivision Regulations for Lot 7 and Lot 1, Block A. The Subdivision Regulations Section 7-204(D) states that the maximum depth of all residential lots shall not exceed 2.5 times the width.

The Planning Commission may approve a MODIFICATION/WAIVER of the design criteria in Article 7 of the Subdivision Regulations only if it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed MODIFICATION/WAIVER is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

STAFF COMMENTS:

A. Metropolitan Area Building and Construction Department

1. The site is currently located within the Sedgwick County Rural Water District No. 4. If service is available, feasible and the property is eligible for service, Metropolitan Area Building and Construction Department recommends connection. If service is unavailable, a memorandum from Metropolitan Area Building and Construction Department is needed specifying approval of water wells.
2. Approval Memo sent 6/3/2025. Soils work completed.

B. County Stormwater Management

1. Requests that the “Proposed Drainage Reserve Easement” be relabeled as “Floodway Reserve Easement”.
2. Requests that the entirety of the Flood Plain be located within the Floodway Reserve Easement.
3. Requests that the Floodway Reserve Easement be added to the platton’s text.

C. Sedgwick County Fire

1. Advises the plat will need to comply with the Sedgwick County Service Drive Code.
2. The joint access easements are not allowed to cross terraces.

D. County Public Works

1. Advises the applicant shall guarantee the closure of any existing driveway openings located in areas of complete access control. A Driveway Closure Certificate in lieu of a guarantee may be provided.
2. The driveway serving Lots 7, 8, and 9 should remain out of the floodway to comply with the Sedgwick County Service Drive Code. Recommends the access opening to Lot 9 being moved north.
3. The area north of the opening of Lot 9 should be noted as complete access control along 183rd St. W.
4. Access openings along 39th St. S. are approved.
5. Complete access control shall be shown along Lot 1 along 39th St. S.
6. Requests that the utility and drainage easements on Lots 8 and 9 shall not overlap with the access easement.
7. Requests that each access easement identifies which Lots it shall serve, maximum of 3 Lots per easement.

E. Planning

1. Complete Access Controls to be extended/dimensioned to end of south line dimensioned 260.24' and to only included along plat boundary.

2. Add to the face of the plat which lots will have access to each access easement.
3. Platton's text shall state: "FEMA floodplain and regulatory floodway boundaries are subject to periodic change and such change may affect the intended land use within the subdivision."
4. Minimum Pad Elevations to be referenced in plattor's text.

F. County Surveying

1. No comment

G. Evergy

1. Evergy Distribution & Evergy Transmission does not serve.

H. Sedgwick County Electric Coop

1. Sedgwick County Electric Coop has reviewed this plat and will not need to request additional easements at this time. Tim Rosenhagen, Staking Engineer, will be the contact for this plat and any project associated with it. He can be contacted at (316)542-3131. Any relocation or removal of existing service or equipment due to this plat will need to be discussed and will be at the applicant's expense.

ITEMS NEEDED ALONG WITH MYLAR:

- 1) If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.
- 2) The joint access easements shown on the plat shall be established with an access easement by separate instrument. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument. A copy of said instrument shall be submitted to MAPD.
- 3) Driveway Closure Certificate.
- 4) Floodway Reserve Easement Document.
- 5) Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- 6) Perimeter closure computations shall be submitted with the final plat tracing.
- 7) County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and gshearon@wichita.gov.

REMINDERS:

- 1) In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.
- 2) The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants, if applicable, required by Article 8 for fire protection shall be as per the direction and approval of the Fire Code Official).

- 3) The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.
- 4) Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 946-4595) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.
- 5) The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- 6) The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.
- 7) The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.
- 8) A PDF of the recorded plat should be sent to jmeinecke@wichita.gov. Please provide AutoCAD detailing the final plat in digital format via email to City GIS staff (ARosas@wichita.gov) and County GIS staff (Jack.Joseph@sedgwick.gov).

MOTION: Taken on consent to approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, MILES seconded the motion, and it carried (11-0).

2.2 SUB2025-00031: One-Step Final Plat – THE RANCH 3RD; generally located approximately 450 feet south of East 21st Street North and a quarter mile west of North 159th Street East (CITY).

RECOMMENDED ACTION: APPROVED 6-0

Note: This is a One-Step Final Plat for a 27-Lot Residential Subdivision on property located in the unincorporated county and within 3-miles of the City of Wichita; however, the applicant will be requesting annexation into the City of Wichita and a zone change for SF-20-Single Family Residential to SF-5 – Single Family Residential. Approval of the annexation will be needed prior to this plat being scheduled for City Council review.

WAIVERS:

- 1) The applicant requests a MODIFICATION/WAIVER from the requirement to provide a stub street to unplatted property to the north, west, and south. Subdivision Regulations 7.201(v) states: "When a proposed subdivision is adjacent to unplatted property, the platting of stub streets, to provide future access to the adjacent unplatted tract, shall be provided." The proposed stub streets are intended to

~~provide "public" access to adjacent property, providing connectivity between neighborhoods and reducing traffic in and out of subdivisions from main roadways.~~ Private Street – Not Applicable

- 2) The applicant requests a MODIFICATION/WAIVER to allow street length of more than 1,200 feet and no emergency access easement for Rockhill Street and Flutter Lane. Subdivision Regulation Section 7-201(R) states: "In order to provide for the development of residential areas characterized by streets with reduced traffic speeds, volumes and the absence of through traffic, the platting of streets with a single point of ingress and egress (cul-de-sac) is permitted. Streets that are designed to have a single point of ingress and egress shall not be longer than 800 feet for urban subdivisions, and 1,200 feet for suburban subdivisions. For urban subdivisions, culs-de-sac shall be provided with a circular turnaround right-of-way with a turn-diameter of at least 70 feet and a street property line diameter of at least 100 feet." Subdivision Regulation Section 7-201(R) further states: "Emergency access easements shall be dedicated to mitigate the concerns regarding emergency access that are created by cul-de-sac streets that exceed 800 feet in length in urban subdivisions or 1,200 feet in length in suburban subdivisions. A guarantee shall be submitted by the subdivider that assures the construction of an all-weather roadway surface within an emergency access easement along with all planned access points to adjacent public or private street systems. The subdivider shall also guarantee any required gating, fencing or special signing necessitated by the platting of an emergency access easement." Since the above regulations are based on public safety measures and requirements, MODIFICATION/WAIVER from this requirement shall only be granted with the approval of City Fire Department.
- 3) The applicant requests a MODIFICATION/WAIVER to allow for block length in excess of 1,300 feet for proposed Block A. Subdivision Regulations Section 7-203 (B) states: "A block in an urban subdivision should not exceed 1,300 feet in length, unless the block is adjacent to a limited access highway or arterial street or unless the previous adjacent layout or topographical conditions justify a modification of this requirement."

The Subdivision Committee may recommend a MODIFICATION/WAIVER of the design criteria in Article 7 of the Subdivision Regulations only if it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed MODIFICATION/WAIVER is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

STAFF COMMENTS:

A. City of Wichita Public Works and Utilities Department

1. Additional utility easement is requested in the front of each lot. For anticipated front-loaded sanitary sewer.
2. Requests a utility plan w/ planned sewer depths. Additional easement may be requested.
3. A Water meter removal certificate needs to be signed. For a meter located at 15602 E Rockhill Ct.
4. An outside City agreement is requested for all lots if this plat is not annexed into the City of Wichita.
5. Requires water and sanitary sewer be extended, and petitions signed for all lots.
6. Water transmission and sanitary sewer main (acquisition) fees are due for all lots and blocks.
7. Requests a 20' utility easement running north and south. Centered on the west line of lot 9
8. Only 6 fire hydrants are allowed on the dead-end waterline. A loop will have to be made somewhere in order to make this work.

B. City Stormwater Management

1. Drainage Plan submitted on 6.20.25 and approved on 6.20.25.

C. City Fire

1. City Fire Department requests verification of proper hydrant location and protection and following specifications for fire apparatus access roads.
2. Approves waiver, must have a minimum 26' bump out in the areas of hydrants.

D. Traffic Engineering

1. No comment

E. City Environmental Health (EH)

1. GIS shows that City water and sewer is present. The expectation of Environmental Health is that any development of these lots will be on City water and City sewer. Environmental Health requires any wells installed for irrigation purposes to be properly permitted, installed, and inspected in a manner consistent with City and State requirements.

F. Planning

1. The applicant shall guarantee the paving of the private street (Reserve C) to a public street paving standard. As private improvements, such guarantee shall not be provided through the use of a petition.

G. County Surveying

1. Recommends adding a bearing at the east end of Rockhill Street, at the 18.17ft segment.

H. GIS

1. No comment

I. County Stormwater Management

1. Requests a drainage plan.

J. Evergy

1. Evergy has reviewed this plat and will not need to request additional easements. Proposed Street Light placement to be approved by Traffic Engineering. Kevin Rieschick, Area Subdivision Representative, will be the contact for this plat and project related to it. He can be contacted at (785) 410-2986. Standard language will apply; Any relocation or removal of existing Evergy equipment will need to be discussed and will be at the applicant's expense. No Transmission noted in the Platted Area.

ITEMS NEEDED ALONG WITH MYLAR:

- 1) If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.
- 2) Water Meter Removal Certificate.
- 3) A restrictive covenant shall be submitted regarding the private street (Reserve C), which sets forth ownership and maintenance responsibilities.
- 4) Since this plat proposes the platting of narrow street right-of-way with adjacent 25-foot street, drainage and utility easements, a restrictive covenant shall be submitted which calls out restrictions for lot-owner

use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings.

- 5) In accordance with the Backyard Drainage Policy, a restrictive covenant shall be submitted stating: "A master drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserves shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual. The maintenance of all drainageways and drainage facilities in backyard drainage easements and reserves shall be the responsibility of the property owner and shall be enforced by the Homeowners' Association and be provided for in the Homeowners' Association covenants. The property owner shall provide a copy of the Individual Lot Grading Plan and the Individual Lot Grading Plan Certificate pertaining to such owner's lot to any person installing a lawn, landscaping, fencing, or other improvements or structures and require them to maintain the grade levels shown on the Individual Lot Grading Plan Certificate."
- 6) Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a restrictive covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- 7) For those reserves being platted for drainage purposes, the required covenant that provides for ownership and maintenance of the reserves, shall grant to the appropriate governing body the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by the governing body.
- 8) The Applicant shall guarantee the paving of the proposed streets to City standards. The guarantee shall also provide for sidewalks.
- 9) Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- 10) Perimeter closure computations shall be submitted with the final plat tracing.
- 11) County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and gshearon@wichita.gov.

REMINDERS:

- 1) The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Fire Code Official).
- 2) In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.
- 3) The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.
- 4) Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 946-4595) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.

- 5) The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- 6) The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.
- 7) The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.
- 8) A PDF of the recorded plat should be sent to jmeinecke@wichita.gov. Please provide AutoCAD detailing the final plat in digital format via email to City GIS staff (ARosas@wichita.gov) and County GIS staff (Jack.Joseph@sedgwick.gov).

MOTION: Taken on consent to approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, **MILES** seconded the motion, and it carried (11-0).

2.3 SUB2025-00032: One-Step Final Plat – RED OAK II ADDITION: located at the southeast corner of East 101st Street North and North 143rd Street East (COUNTY).

RECOMMENDED ACTION: APPROVED 6-0

Note: This is a One-Step Final Plat for a 12-Lot Residential Subdivision on un-platted property located in Unincorporated Sedgwick County. It is designated as "Rural Growth Area" by the Community Investments Plan 2015-2035.

Complete Access Controls with (2) openings are located along North 143rd Street East and along East 101st Street North with (3) openings. Lots will be accessed via joint access easements.

WAIVERS:

- 1) The applicant requests a MODIFICATION/WAIVER of the lot depth-to-width ratio of the Subdivision Regulations for Lot 4 Block A. The Subdivision Regulations Section 7-204(D) states that the maximum depth of all residential lots shall not exceed 2.5 times the width.
- 2) The applicant requests a MODIFICATION/WAIVER for sewage lagoons. The applicant proposes sewage lagoons on some lots. Per Subdivision Regulations Section 7-204(R), the gross area for each lot for proposed sewage lagoons shall not be less than five (5) acres. Lot sizes on Lots 1 and 4 Block A consist of less than required five (5) acres. The minimum acreage for lagoons is (3) acres per MABCD. Approval of this plat will require a waiver of the required lot area for sewage lagoons of the Subdivision Regulations for Lot 1 and 4 Block A.

The Planning Commission may approve a MODIFICATION/WAIVER of the design criteria in Article 7 of the Subdivision Regulations only if it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed MODIFICATION/WAIVER is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

STAFF COMMENTS:**A. Metropolitan Area Building and Construction Department**

1. The site is currently located within the Harvey County Rural Water District No. 1. If service is available, feasible and the property is eligible for service, Metropolitan Area Building and Construction Department recommends connection. If service is unavailable, a memorandum from Metropolitan Area Building and Construction Department is needed specifying approval of water wells.
2. No approval memo will be issued until soils work is completed.

B. County Stormwater Management

1. States offsite improvements indicated in the drainage plan shall be guaranteed for construction.
2. All required drainage improvements must be located within a drainage easement or floodway reserve easement (both on and offsite).
3. Drainage plan revisions are required.

C. Sedgwick County Fire

1. Advises the plat will need to comply with the Sedgwick County Service Drive Code.

D. County Public Works

1. Access controls do not meet Sedgwick County's Access Management Policy requirements.
2. The opening to Lot 2, Block A shall be adjacent to the east property line to serve Lot 2, Block A, and the area not included in the plat.
3. Access openings along 143rd St. are approved.
4. The joint access easements shall include access to the unplatte area not included in the plat.
5. Adjacent property owners need to be shown on Preliminary Plat.

E. Planning

1. Names of adjacent subdivisions or, in the case of unplatte land, the name of the owner or owners of adjacent property and zoning to be shown on preliminary plat.
2. Floodway Reserve Easement Covenant needs to be submitted and Floodway Reserve Easement Covenant language to be included on plat.

F. County Surveying

1. No comment

G. Evergy

1. This plat is not served by Evergy Distribution.

ITEMS NEEDED ALONG WITH MYLAR:

- 1) If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.

- 2) The access easements shown on the plat shall be established with an access easement by separate instrument. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument. A copy of said instrument shall be submitted to MAPD.
- 3) Floodway Reserve Easement Covenant.
- 4) Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- 5) Perimeter closure computations shall be submitted with the final plat tracing.
- 6) County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and gsharon@wichita.gov.

REMINDERS:

- 1) In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.
- 2) The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants, if applicable, required by Article 8 for fire protection shall be as per the direction and approval of the Fire Code Official).
- 3) The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.
- 4) Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 946-4595) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.
- 5) The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- 6) The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.
- 7) The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.
- 8) A PDF of the recorded plat should be sent to jmeinecke@wichita.gov. Please provide AutoCAD detailing the final plat in digital format via email to City GIS staff (ARosas@wichita.gov) and County GIS staff (Jack.Joseph@sedgwick.gov).

GREG SHEARON, PLANNING STAFF: Update on the Red Oak II Addition – there were some revisions to the drainage plan that needed to be submitted. Those were submitted to County Stormwater Management on Tuesday, I believe, and so I haven't heard whether those have been reviewed or approved, but their recommended revisions have been submitted for review to County Stormwater so I would recommend approving just based on this middle of the updated drainage plan.

FRYE: Does anyone from the Subdivision want to comment on that since you've heard the case already, and that update suffice for you?

ZIMBELMAN: Yes.

J. JOHNSON: I'll make a motion to approve 2.3, subject to the drainage plan being approved.

MILES: Second.

MOTION: Taken on consent to approve subject to the recommendation of the Subdivision Committee, staff recommendation and drainage plan approval by County Public Works.

J. JOHNSON moved, **MILES** seconded the motion, and it carried (11-0).

2.4 SUB2025-00033: One-Step Final Plat – C3 ADDITION: located south along West 103rd Street South and a half mile west of South 87th Street West (COUNTY).

RECOMMENDED ACTION: APPROVED 6-0

Note: This is a One-Step Final Plat for an 8-Lot Residential Subdivision on un-platted property located in Unincorporated Sedgwick County. It is designated as “Rural Growth Area” by the Community Investments Plan 2015-2035.

Complete Access Controls are located along West 103rd Street South with (1) opening.

WAIVERS:

- 1) The applicant requests a MODIFICATION/WAIVER from the requirement to provide a stub street to unplatted property to the east and south. Subdivision Regulations 7-201(v) states: “When a proposed subdivision is adjacent to unplatted property, the platting of stub streets, to provide future access to the adjacent unplatted tract, shall be provided.” The proposed stub streets are intended to provide “public” access to adjacent property, providing connectivity between neighborhoods and reducing traffic in and out of subdivisions from main roadways.

The Planning Commission may approve a MODIFICATION/WAIVER of the design criteria in Article 7 of the Subdivision Regulations only if it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed MODIFICATION/WAIVER is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

STAFF COMMENTS:

A. Metropolitan Area Building and Construction Department

1. Since neither sanitary sewer nor municipal water is available to serve this property, the applicant shall contact Metropolitan Area Building and Construction Department to find out what tests may be necessary and what standards are to be met for approval of on-site sewerage and water wells. A memorandum shall be obtained specifying approval.
2. Soils work is complete.

B. County Stormwater Management

1. Requests a Floodway Reserve Easement to be shown on the plat with associated plattor's text.
2. Requests all required drainage improvements to be located within a drainage easement or a reserve.
3. The drainage plan is not approved.
4. Additional clarification is needed on the drainage plan.

C. Sedgwick County Fire

1. Advises the plat will need to comply with the Sedgwick County Service Drive Code.
2. Increase diameter of cul-de-sac to comply with Fire Code.

D. County Public Works

1. Approves of the access controls along W. 103rd St. S.
2. Requests 75ft of access control to the south of W. 103rd St. S. along the street opening.
3. Requests that the cul-de-sac right-of-way radius be increased to 75ft.
4. If the road is to be public the right-of-way, the width shall be 70ft minimum.
5. A private drive results in land locked properties. Future connectivity shall be guaranteed to the south and east.

E. Planning

1. If the proposed road is to be private, the road will need to be located within a reserve. If public, remove bold line at right-of-way opening.
2. The plattor's text shall reference the platting of Reserve for private drive purposes and state Reserve shall provide access to Lots 1, 2, 3, 4 & 5. A restrictive covenant shall be submitted regarding the reserve, which sets forth ownership and maintenance responsibilities of the private drive.
3. Minimum Pad Elevations need to be provided.
4. Plattor's text shall state: "FEMA floodplain and regulatory floodway boundaries are subject to periodic change and such change may affect the intended land use within the subdivision."
5. The plattor's text shall state the drainage easements are hereby granted to the public as indicated for drainage purposes.

F. County Surveying

1. No comment

G. Evergy

1. Plat is not served by Evergy Distribution.

H. Sedgwick County Electric Coop

1. Sedgwick County Electric Coop has reviewed this plat and will not need to request additional easements at this time. Tim Rosenhagen, Staking Engineer, will be the contact for this plat and

any project associated with it. He can be contacted at (316)542-3131. Any relocation or removal of existing service or equipment due to this plat will need to be discussed and will be at the applicant's expense.

ITEMS NEEDED ALONG WITH MYLAR:

- 1) If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.
- 2) A Private Drive Construction Certificate is needed stating the private drive meets Sedgwick County fire vehicle access requirements.
- 3) Private Drive Restrictive Covenants.
- 4) Floodway Reserve Restrictive Covenants.
- 5) The access easement shown on the plat shall be established with an access easement by separate instrument. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument. A copy of said instrument shall be submitted to MAPD.
- 6) Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- 7) Perimeter closure computations shall be submitted with the final plat tracing.
- 8) County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and gshearon@wichita.gov.

REMINDERS:

- 1) In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.
- 2) The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants, if applicable, required by Article 8 for fire protection shall be as per the direction and approval of the Fire Code Official).
- 3) The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.
- 4) Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 946-4595) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.
- 5) The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- 6) The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.

- 7) The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.
- 8) A PDF of the recorded plat should be sent to jmeinecke@wichita.gov. Please provide AutoCAD detailing the final plat in digital format via email to City GIS staff (ARosas@wichita.gov) and County GIS staff (Jack.Joseph@sedgwick.gov).

MOTION: Taken on consent to approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, **MILES** seconded the motion, and it carried (11-0).

2.5 SUB2025-00034: One-Step Final Plat – COLTER RIDGE ADDITION; located south along West 55th Street South and approximately 500 feet east of South Meridian Avenue (CITY).

RECOMMENDED ACTION: APPROVED 6-0

Note: This is a One-Step Final Plat for a 146-Lot Residential Subdivision on property located in the City of Wichita. The property is located within the City of Haysville Area of Influence. A copy of the plat had been forwarded to City of Haysville.

Complete Access Controls with (1) opening along Meridian Avenue and along West 55th Street South with (1) opening.

The applicant has platted 20-foot front building setbacks for all lots, which represents an adjustment of the Zoning Code standard of 25 feet for the T-3 Two-Family Residential District. The Subdivision Regulations permit the setback provisions to be modified by the plat upon the approval of the Planning Commission.

WAIVERS:

- 1) The applicant requests a MODIFICATION/WAIVER from the requirement to provide a stub street to unplatte property to the east. Subdivision Regulations 7-201(v) states: "When a proposed subdivision is adjacent to unplatte property, the platting of stub streets, to provide future access to the adjacent unplatte tract, shall be provided." The proposed stub streets are intended to provide "public" access to adjacent property, providing connectivity between neighborhoods and reducing traffic in and out of subdivisions from main roadways.
- 2) The applicant requests a MODIFICATION/WAIVER to allow for block length in excess of 1,300 feet for proposed Blocks A, B , C ,D, E, and F Subdivision Regulations Section 7-203 (B) states: "A block in an urban subdivision should not exceed 1,300 feet in length, unless the block is adjacent to a limited access highway or arterial street or unless the previous adjacent layout or topographical conditions justify a modification of this requirement."

The Planning Commission may approve a MODIFICATION/WAIVER of the design criteria in Article 7 of the Subdivision Regulations only if it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed MODIFICATION/WAIVER is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

STAFF COMMENTS:

A. City of Wichita Public Works and Utilities Department

1. This plat is inside Haysville's 2035 Urban Growth Area. Haysville should be contacted before water and sanitary sewer is extended.
2. Utility plan with planned sewer depths. Additional easement may be requested.
3. Water transmission and sanitary sewer main (acquisition) fees are due for all lots and blocks.
4. Request a total of 20' utility easement across the rear of lots 3-11, Block F & Reserve "B".
5. Requests an additional 10' utility easement 10' on the west side of Lot 1, Block E for a total of 20'.
6. Requests a 30' drainage & utility easement centered in the rear of Lot 15, Block C.
7. Requests a 30' drainage & utility easement centered in the rear of Lot 14, Block C for a length of at least 10' in the southwest corner.
8. Requests a 20' utility easement in the rear of lots 15-29, Block A. That is not in the existing KG&E easement.
9. Requests a 10' utility easement along the west side of Lot 1, Block E.
10. Requests a 20' utility easement along the west side of Lot 14, Block C.
11. The recording information for private waterline easement should be on face of the plat. Bk-pg 29536985.
12. The applicant must submit a request for future water mains to extend a water transmission line south from W. 55th St. to serve this site from S. Meridian Ave. Watch out for phasing, only 6 fire hydrants allowed on dead-end waterlines.

B. City Stormwater Management

1. Drainage Plan submitted 6.24.25 and approved on 6.25.25.

C. City Fire

1. City Fire Department requests verification of proper hydrant location and protection and following specifications for fire apparatus access roads.
2. City Fire Department requires for developments of one or two family dwellings where the number of dwelling units exceeds 30 shall provide two separate and approved fire apparatus access roads. When City Fire requires two fire apparatus access roads, they shall be placed a distance apart following D107.2.

D. Traffic Engineering

1. Traffic engineering will continue working with the agent to obtain pedestrian access on the west end of 56th Street South.
2. Access Controls, Openings and Right-of-Way are approved.
3. It is traffic engineering's understanding that auxiliary turn lanes and pedestrian crossing will be done by petition on 55th Street.

E. City Environmental Health (EH)

1. GIS shows that City water and sewer is present off to the northeast of the site. The expectation of Environmental Health is that any development of these lots will be on City water and City sewer. Environmental Health requires any wells installed for irrigation purposes to be properly permitted, installed, and inspected in a manner consistent with City and State requirements.

F. Planning

1. Street label to be revised to include directional prefixes (SOUTH MERIDIAN AVENUE & WEST 55TH STREET SOUTH).

G. GIS

1. Recommends/Questions whether "Hiram" street between Lot 29, Block A and Lot 17, Block F be revised to "Euclid".

H. County Surveying

1. States that on the Final Plat "Benchmarks" need to be shown.
2. The dimension needs to be added along the southwest line of Lot 24, Block C.
3. The dimension needs to be added along the southwest line of Lot 1, and Lot D.
4. The dimension needs to be added along the southeast line of Lot 12, Block D.
5. The dimension needs to be added along the southwest line of Lot 39, Block D.

I. County Public Works

1. The applicant shall guarantee the closure of any existing driveway openings located in areas of complete access control. A Driveway Closure Certificate in lieu of a guarantee may be provided.
2. The access controls are approved.
3. Any modifications in the existing storm sewer in Meridian will require a Highway permit.
4. Requests auxiliary lanes and a pedestrian crossing approved by the appropriate city/county traffic engineer to serve pedestrians utilizing Hiram St.

J. Evergy

1. Evergy Distribution – Evergy Distribution has reviewed this plat and will not need to request additional easements. Proposed Street Light to be approved by Traffic Engineering. Heide Bryan, Area Subdivision Representative, will be the contact for this plat and project related to it. She can be contacted at (316) 261-6354. Standard language will apply; Any relocation or removal of existing Evergy equipment will need to be discuss and will be at the applicant's expense.
2. Evergy Transmission - Engineering has reviewed this plat. Greg Roy, Lead Engineering Tech, will be the contact for Transmission Engineering. He can be reached at (785) 379-4476.

ITEMS NEEDED ALONG WITH MYLAR:

- 1) If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.
- 2) Driveway Closure Certificate.
- 3) Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a restrictive covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.

- 4) For those reserves being platted for drainage purposes, the required covenant that provides for ownership and maintenance of the reserves, shall grant to the appropriate governing body the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by the governing body.
- 5) The Applicant shall guarantee the paving of the proposed streets to City standards. The guarantee shall also provide for sidewalks on at least one side of the streets, traffic calming elements, and a stub street constructed to the south property line
- 6) Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- 7) Perimeter closure computations shall be submitted with the final plat tracing.
- 8) County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and gshearon@wichita.gov.

REMINDERS:

- 1) The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Fire Code Official).
- 2) The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.
- 3) Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 946-4595) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.
- 4) The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- 5) The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.
- 6) The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.
- 7) A PDF of the recorded plat should be sent to jmeinecke@wichita.gov. Please provide AutoCAD detailing the final plat in digital format via email to City GIS staff (ARosas@wichita.gov) and County GIS staff (Jack.Joseph@sedgwick.gov).

MOTION: Taken on consent to approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, **MILES** seconded the motion, and it carried (11-0).

2.6 SUB2025-00035: One-Step Final Plat – SUMMERS ADDITION; located east along South 183rd Street West and within a half mile south of West Pawnee Avenue (COUNTY, 3-MILE RING).

RECOMMENDED ACTION: APPROVED 6-0

Note: This is a One-Step Final Plat for a 2-Lot Residential Subdivision on un-platted property located in Unincorporated Sedgwick County and within 3 miles of the City of Wichita. The property is located within the Goddard Area of Influence. The plat has been forwarded to the City of Goddard for comments.

Complete Access Controls within (2) openings along South 183rd Street West.

WAIVERS: There are no waivers requested by the applicant.

The Planning Commission may approve a MODIFICATION/WAIVER of the design criteria in Article 7 of the Subdivision Regulations only if it finds that the strict application of the design criteria will create an unwarranted hardship, the proposed MODIFICATION/WAIVER is in harmony with the intended purpose of the Subdivision Regulations and the public safety and welfare will be protected.

STAFF COMMENTS:

A. Metropolitan Area Building and Construction Department

1. The site is currently located within the Sedgwick County Rural Water District No. 4. If service is available, feasible and the property is eligible for service, Metropolitan Area Building and Construction Department recommends connection. If service is unavailable, a memorandum from Metropolitan Area Building and Construction Department is needed specifying approval of water wells.
2. No approval memo will be issued until soils work is completed.

B. County Stormwater Management

1. The drainage plan requires revisions for clarification.

C. Sedgwick County Fire

1. Advises the plat will need to comply with the Sedgwick County Service Drive Code.

D. County Public Works

1. Access controls are approved.

E. Planning

1. No comment

F. County Surveying

1. No comment

G. Traffic Engineering

1. Access Controls and ROW are approved.

H. Evergy

1. Evergy has reviewed this plat and will not need to request additional easements at this time. Sammy Whalen, Area Design Representative, will be the contact for this plat and any project associated with it. She can be contacted at 316-261-6334. Any relocation or removal of existing service or equipment due to this plat will need to be discussed and will be at the applicant's expense. No transmission in or near the plat.

ITEMS NEEDED ALONG WITH MYLAR:

- 1) If improvements are guaranteed by petition(s), a notarized certificate listing the petition(s) shall be submitted to the Planning Department for recording.
- 2) Floodway Reserve Easement Covenant.
- 3) Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- 4) Perimeter closure computations shall be submitted with the final plat tracing.
- 5) County Surveying and MAPD requests review of a pdf prior to mylar submittal. Send to tricia.robello@sedgwick.gov and gshearon@wichita.gov.

REMINDERS:

- 1) In accordance with the Kansas Wetland Mapping Conventions under the Memorandum of Understanding between the United States Department of Agriculture - Natural Resources Conservation Service; United States Environmental Protection Agency; United States Army Corps of Engineers (USACE); and United States Fish and Wildlife Service, this site has been identified as one with potential wetland hydrology. The USACE should be contacted (316-322-8247) to have a wetland determination completed.
- 2) The applicant shall install or guarantee the installation of all utilities and facilities that are applicable and described in Article 8 of the MAPC Subdivision Regulations. (Water service and fire hydrants, if applicable, required by Article 8 for fire protection shall be as per the direction and approval of the Fire Code Official).
- 3) The Register of Deeds requires all names to be printed beneath the signatures on the plat and any associated documents.
- 4) Prior to development of the plat, the applicant is advised to meet with the United States Postal Service Growth Management Coordinator (Phone: (316) 946-4595) in order to receive mail delivery without delay, avoid unnecessary expense and determine the type of delivery and the tentative mailbox locations.
- 5) The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Route 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.
- 6) The applicant should check City or County GIS mapping to determine whether the location of any taxing district boundaries (e.g. school districts) crosses their property and plan accordingly to avoid unnecessary splitting of lots between taxing districts.
- 7) The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one acre or more of ground cover requires a Federal/State National Pollutant Discharge

Elimination System Stormwater Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.

- 8) A PDF of the recorded plat should be sent to jmeinecke@wichita.gov. Please provide AutoCAD detailing the final plat in digital format via email to City GIS staff (ARosas@wichita.gov) and County GIS staff (Jack.Joseph@sedgwick.gov).

MOTION: Taken on consent to approve subject to the recommendation of the Subdivision Committee and staff recommendation.

J. JOHNSON moved, MILES seconded the motion, and it carried (11-0).

3. PUBLIC HEARINGS – VACATION ITEMS

3.1 VAC2025-00022: Vacation request in the City of a Utility Easement, generally located on the northeast corner of South Baehr Street and West MacArthur Road (3950 South Baehr Street).

RECOMMENDED ACTION: APPROVED 6-0

Generally described as vacating the 20-foot utility easement running east-west through the center of the easterly portion of the property together with vacating the adjoining 20-foot utility easement running north-south through the center of the northerly portion of the property on Lots 7, 8, 9, 10, 11, 12, 13, 14, 21, and 22, Block 1, Oatville Addition, Wichita, Sedgwick County, Kansas. (See attached legal description)

The applicant proposes to vacate a platted 20-foot utility easement running east-west from the east property line via the center of the property, thence north-south to the north property line. The subject site was platted as Lots 7, 8, 9, 10, 11, 12, 13, 14, 21 and 22, Block 1, Oatville Addition. It is addressed as 3950 South Baehr Street, which is generally located on the north side of West MacArthur Road and one-half mile east of South Hoover Road. The site is zoned LI Limited Industrial (LI) and developed with a place of worship. The purpose of the vacation is to allow for construction of a 44-foot by 80-foot building. There are no additional easements, nor public water or sewer lines on the property which will be affected by this request.

There are no public utilities in the vacation area. Wichita Public Works and Utilities, Fire, Stormwater, or Traffic Engineering do not object to this vacation. Comments from franchised utilities have been received. Kansas Gas has no lines or equipment in the vacation area and therefore has no objections. Cox has no objection to this vacation, but has aerial lines on S Young St. Any relocation will be at the applicant's expense.

Evergy has reviewed the request, and has no objection, but Evergy does have an overhead line crossing the road to 4552 W McArthur Rd which is dedicated as road of right-of-way. The 12.47 KV 3 phase transmission line located south of the property across McArthur Rd should not affect this vacation request. Samantha Whalen, Area Design Representative, will be the contact for this vacation request and any project associated with it. She can be contacted at (316) 261-6334 for any questions or discussion. Standard language will apply: **Any relocation or removal of existing Evergy equipment will need to be discussed and will be at the applicant's expense.**

The Oatville Addition was recorded on March 29, 1885.

Based upon information available prior to the public hearing and reserving the right to make recommendations based on subsequent comments from City Traffic, Public Works/Water & Sewer/Stormwater, Fire, franchised utility representatives and other interested parties, Planning Staff has listed the following considerations (but not limited to) associated with the request to vacate the described portions of the utility easement.

- A. That after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, the MAPC makes the following findings:
 1. That due and legal notice has been given by publication as required by law, in the Wichita Eagle, of notice of this vacation proceeding one time June 19, 2025, which was at least 20 days prior to this public hearing.
 2. That no private rights will be injured or endangered by vacating the described portion of the platted utility easement and that the public will suffer no loss or inconvenience thereby.
 3. In justice to the petitioner, the prayer of the petition ought to be granted.

Conditions (but not limited to) associated with the request:

- (1) Abandonment or relocation/reconstruction of any/all utilities made necessary by the vacation of the described utility easement shall be to City Standards and shall be the responsibility and at the expense of the applicant. As needed provide approval from franchised utilities for the relocation of franchised utilities. All to be provided to the Planning Department prior to this case going to City Council for final action.
- (2) All improvements shall be according to City Standards and at the applicants' expense.
- (3) Provide Planning with a legal description of the vacated portion of the platted utility easement on a Word document via E-mail that can be used on the Vacation Order. This must be provided to the Planning Department prior to this case going to City Council for final action.
- (4) Per MAPC Policy Statement #7, all conditions are to be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

SUBDIVISION COMMITTEE'S RECOMMENDED ACTION

The Subdivision Committee recommends approval per staff recommendations.

SCOTT WADLE, PLANNING DIRECTOR: There was an issue of the legal description and getting that updated. We have not received the updated legal description so our recommendation is that you defer to the next MAPC meeting.

MOTION: To defer to July 24, 2025 MAPC.

FRYE moved, **DOOL** seconded the motion, and it carried (11-0).

3.2 VAC2025 -00023: Vacation request in the City of a 15-foot platted side setback, generally located on the southeast corner of South Hillside Avenue and East Penley Drive (3201 East Penley Drive).

RECOMMENDED ACTION: APPROVED 6-0

Generally described as vacating the east 13 feet of the 15-foot platted street side setback for the south 20 feet of the north 135 feet and vacating the east 7 feet of the 15-foot platted street side setback for the south 48 feet of the north 86 feet on Lot 1, Block 2, Pauls Addition, Wichita, Sedgwick County, Kansas.

The applicant is requesting the vacation of two portions of the platted 15-foot street side setback. The property is generally located east of South Hillside Ave. and three-tenths of a mile north of East Harry St. The property is addressed 3201 East Penley St. and is zoned TF-3 Two Family Residential District (TF-3). All surrounding properties are developed with residential uses. The Pauls Addition was recorded with the Register of Deeds July 22, 1941.

The first purpose of this request is to bring the existing residence into compliance with the platted setback. The residence was built in 1947 and encroached 7 feet into the platted 15-foot street side setback. There is a 6-foot wooden privacy fence located between the house and the property line. The platted front setback will not be affected by this request. The setback request would fall within the procedure for an administrative adjustment if this were a zoning setback. The administrative adjustment would allow for a 7.5-foot setback, which is a 50% reduction from the 15-foot TF-3 street side zoning setback requirement in the UZC. There are no public utilities within this proposed vacation area. Wichita Public Works and Utilities, Fire, Stormwater, or Traffic Engineering do not object to this vacation. Comments from franchised utilities have been received. Neither Cox, Evergy, nor Kansas Gas object to the vacation. They do not have any lines or equipment in the vacation area.

The second purpose of this request is to bring a recently constructed gazebo into compliance with the platted setback. The gazebo, otherwise described as a shed in the application, consists of a concrete pad, eight structural posts, and a roof/overhang. The structure is not enclosed but contains a wooden fence on three sides. The gazebo is located immediately behind a 6-foot privacy fence along South Hillside Avenue. The gazebo has a 2-foot street side yard setback but does not encroach or overhang into any public right-of-way. Wichita Fire, Stormwater, and Traffic Engineering do not object to this vacation. Comments from franchise utilities have been received. Neither Cox, Evergy, nor Kansas Gas object to the vacation.

However, Wichita Public Works and Utilities noted that there is a 15-inch sanitary sewer line running under the centerline of the sidewalk on the east side of South Hillside Avenue (west of the subject gazebo). Public

Works requires 10 feet of clearance from the centerline to safely make emergency repairs. Therefore, the gazebo as currently constructed, encroaches into this area. To accommodate 10 feet of clearance, a setback of approximately 7.5 feet will be required. This would fall within the administrative adjustment procedure for a zoning setback. This will require the gazebo to be relocated 5.5 feet east of its current location.

Evergy has no items in the areas the applicant is requesting to vacate and therefore has no objection. Abby Brungardt, Area Design Representative, will be the contact for this vacation request and any project associated with it. She can be contacted at (785) 508-2715. Standard language applies: **Any relocation or removal of existing Evergy equipment will need to be discussed and will be at the applicant's expense. No transmission in the area.**

Based upon information available prior to the public hearing and reserving the right to make recommendations based on subsequent comments from Public Works, Stormwater, Water and Sewer, Traffic, Fire, franchised utility representatives and other interested parties, planning staff has listed the following considerations (but not limited to) associated with the request to vacate the described platted setback.

- A. That after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, the MAPC makes the following findings:
 1. That due and legal notice has been given by publication as required by law, in the Wichita Eagle, of notice of this vacation proceeding one time June 19, 2025, which was at least 20 days prior to this public hearing.
 2. That no private rights will be injured or endangered by vacating the described portion of the platted street side setback and that the public will suffer no loss or inconvenience thereby.
 3. In justice to the petitioner, the prayer of the petition ought to be granted.

Conditions (but not limited to) associated with the request:

- (1) Vacate the described platted setback per the requirements of Public Works and Utilities for 10 feet of clearance from the center line of the sewer main. Provide planning staff with a revised legal description of the approved vacated portion of the platted setback on a Word document, via e-mail, to be used on the Vacation Order. This must be provided to Planning prior to the case going to City Council for final action.
- (2) The applicant shall coordinate with Wichita Public Works and Utilities to establish a utility easement and obtain an encroachment agreement. These conditions shall be met prior to the case going to Council for final action.
- (3) Any relocation or reconstruction of utilities made necessary by this vacation shall be the responsibility and at the expense of the applicant. Provide Planning with any needed easements dedicated by separate instrument with original signatures. These conditions must be completed prior to the case going to Council for final action.
- (4) All improvements shall be according to City Standards and at the applicant's expense.

- (5) Per MAPC Policy Statement #7, all conditions shall be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

SUBDIVISION COMMITTEE'S RECOMMENDED ACTION

The Subdivision Committee recommends approval per staff recommendations.

SCOTT WADLE, PLANNING DIRECTOR: This was where an awning structure had been constructed and there was some dialogue that was needed between Public Works and the property owner. We contacted Public Works this morning and found out that that is not fully resolved so at this point our recommendation is to defer to the next MAPC meeting.

MOTION: To defer to July 24, 2025 MAPC.

FRYE moved, **DOOL** seconded the motion, and it carried (11-0).

4. PUBLIC HEARINGS

4.1 CON2025-00078: Conditional Use in the City to allow Tavern and Drinking Establishment on property zoned Central Business District, less than 300 feet from residential zoned property, generally located on the southwest corner of West Douglas Avenue and South Oak Street (623 West Douglas Avenue).

RECOMMENDATION ACTION: **Approve with Conditions**

Lot 82, on Chicago now Douglas Avenue, in West Wichita Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a Conditional Use for a Tavern & Drinking Establishment generally located on the southeast corner of West Douglas Avenue and South Oak Street (623 West Douglas Avenue). The subject site is 0.073 acres in size, is zoned CBD Central Business District (CBD), and is currently developed with a commercial building with one-story on the front half and two stories on the rear half. The subject site recently completed a zone change from LC Limited Commercial District to CBD. On April 15, 2025, the Wichita City Council approved the zone change. The attached zoning map does not illustrate the correct zoning due to the close proximity of applications.

The existing building on the subject site is currently being remodeled as a restaurant/tavern. Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code (UZC) require a Conditional Use for “Tavern & Drinking Establishment” when it is within 300 feet of a residential zoning district. According to Section II.B.13 of the UZC, a Tavern & Drinking Establishment is defined as an “establishment engaged in the preparation and retail sale of alcoholic liquor or cereal malt beverage for consumption on the premises that derives in a six-month period less than fifty percent (50%) of its gross revenues from the sale of food and beverages for consumption on the premises.” The need for the Conditional Use at this location is due to the requested land use and the proximity of property zoned SF-5 Single-Family Residential District (SF-5) approximately 250 feet to the southwest, on the corner of South Oak Street and West Texas Avenue.

The subject property is zoned CBD, therefore is not required to provide a landscaped street yard. Additionally, because properties surrounding the subject site are not residential zoning districts, it does not have to adhere to UZC screening standards or provide a landscape buffer.

The UZC requires one parking space per two occupants for a Tavern use. However, because the site is zoned CBD, there is no off-street parking requirement for any use. Marked parking stalls are located in the West Douglas Avenue and South Oak Street rights-of-way in front of and to the west of the subject site, respectively.

The character of the area is commercial and mixed-use all around the site. Property to the north is zoned CBD and is developed with offices. Property to the east is zoned CBD and is developed with a restaurant. Property to the south is zoned GC General Commercial District (GC) and is developed with a commercial building. Property to the west is zoned GC and is developed with a surface parking lot for a credit union.

CASE HISTORY: On August 4, 1872, the subject site was platted as part of the West Wichita Addition. On April 15, 2025, a change in zoning from LC Limited Commercial District (LC) to CBD was approved (ZON2025-00002). In 2003, the subject site was added to the D-O Delano Overlay (DR03-09). In 2025, the Delano Design Review Committee approved the new rear stairs and new windows and doors (HPC2025-00013).

ADJACENT ZONING AND LAND USE:

NORTH:	CBD	Offices
SOUTH:	GC	Commercial
EAST:	CBD	Restaurant
WEST:	GC	Parking lot/Credit union

PUBLIC SERVICES: The site has access to West Douglas Avenue, a two-lane arterial street with sidewalks on each side and on-street parking, and South Oak Street, a two-lane local street with sidewalks on each side and on-street parking. The City of Wichita is currently constructing a multimodal transit center two blocks south at West Texas Avenue and South Oak Street. The multimodal facility will include: 12 bus bays, office space, security office, ticket windows, and public and staff restrooms. In addition, the proposed parking structure will contain approximately 420 public parking spaces. The multimodal facility will connect multiple transit routes and includes bicycle and scooter rental as well as bicycle lockers for privately owned bicycles. Wichita Transit currently stops across the street from the subject site, on the northeast corner of West Douglas Avenue and North Oak Street. Public utilities currently serve the site.

CONFORMANCE TO PLANS/POLICIES: The requested Conditional Use is in conformance with the following plans:

The Community Investments Plan: The adopted 2035 Wichita Future Growth Concept Map of the Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the subject property as appropriate for “Residential and Employment Mix.” The *Plan* identifies “Residential and Employment Mix” as, “*areas of land that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature. Due to the proximity of higher intensity businesses uses, residential housing types within this area likely will be higher density. Due to the proximity of residential uses, employment uses likely will have limited negative impacts associated with noise, hazardous emissions, visual blight, and odor.*” This

category allows for uses such as Tavern and Drinking Establishments that have limited negative impacts in a heavily commercial neighborhood.

The proposed Conditional Use is in conformance with the Land Use Compatibility Guidelines of the *Community Investments Plan*. Under the heading “*Development Pattern*,” Guideline 2.b states, “*Promote mixed-use redevelopment of existing commercial centers and along arterial streets.*” The subject site is in the middle of a commercial center and is located on one of the main arterial streets in the City. Additionally, under the same heading, Guideline 2.c states, “*Promote downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities.*” The proposed Tavern and Drinking Establishment will help promote the Delano District, which is adjacent to downtown, as a walkable, mixed-use area.

Wichita: Places for People Plan: The requested Conditional Use aligns with the goals of the *Wichita: Places for People Plan* by allowing for development momentum in the area. The *Plan* provides recommendations for urban infill development in the Established Central Area. This area is identified as a Community Core node as identified in the *Wichita: Places for People Plan*. A Community Core node is intended to serve multiple neighborhoods and is designed to accommodate and balance multiple modes of transportation to serve a broader range of goods and services. While accommodating the retail and service market for multiple neighborhoods, the integration of civic or office uses will enhance the economic sustainability of these places. On-street parking is available as well as surface parking lots near the subject site.

The *Plan* outlines several strategies “to help guide the community in their actions to create walkable places within Wichita.” Strategy 1 aims to “Create walkable destinations that support the various neighborhood environments in the ECA.” By eliminating the parking requirement for the subject site, it encourages pedestrian activity between different destinations in Delano. Strategy 3 aims to “Improve the economic feasibility of commercial/service uses and the markets necessary to support them.” By eliminating the site’s parking requirement, the applicant is able to use more space for its business rather than parking. Strategy 6 aims to “Encourage infill and redevelopment that is contextual to the environment in which it is occurring.” The subject site is being redeveloped into a Tavern/Drinking Establishment without significantly modifying its existing footprint, which maintains the block’s character.

Delano Neighborhood Plan: The proposed zone change is in conformance to the Delano Neighborhood Plan. The subject site falls within the boundaries of the Delano Neighborhood Plan. The proposed Future Land Use Map as part of the adopted Delano Neighborhood Plan depicts the subject site as appropriate for “Mixed Use.”

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

1. The applicant shall obtain all applicable permits including, but not limited to: building, health, and zoning. This will include submitting plans for review and approval by the MABCD for the proposed uses, if necessary.
2. 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 area is commercial and mixed-use all around the site. Property to the north is zoned CBD and is developed with offices. Property to the east is zoned CBD and is developed with a restaurant. Property to the south is zoned GC General Commercial District (GC) and is developed with a commercial building. Property to the west is zoned GC and is developed with a surface parking lot for a credit union.
2. The suitability of the subject property for the uses to which it has been restricted: The subject site is currently zoned CBD Central Business District which allows for the development of a wide range of residential, commercial, civic and public uses.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The subject site would be permitted by-right to utilize the Tavern and Drinking Establishment use if it was not within 300 feet of a residentially zoned lot. There are several other establishments that serve alcohol in the immediate vicinity. It is not expected to detrimentally affect nearby property if the Conditional Use is approved.
4. Length of time subject property has remained vacant as zoned: The property has been developed with a commercial building since 1944. It is currently being remodeled as a restaurant/tavern.
5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval would bring development to an area that is appropriate for the proposed use. Denial may result in the loss of use and enjoyment for the applicant.
6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The proposed Conditional Use is in conformance with the *Community Investments Plan*, the *Wichita: Places for People Plan*, and the *Delano Neighborhood Plan*, as discussed in this staff report.
7. Impact of the proposed development on community facilities: Community facilities should not be significantly impacted by the proposed uses. The property is served by municipal water and sewer.
8. Opposition or support from neighborhood residents: At the time the staff report was prepared, staff did not receive any public comment on the requested Conditional Use.

MOTION: Taken on consent to approve subject to staff recommendation.

MILES moved, **ZIMBELMAN** seconded the motion, and it carried (11-0).

4.2 CON2025-00081: Conditional Use request in the County to allow Accessory Apartment on property zoned SF-20 Single-Family Residential District, generally located on the west side of South Millsap Drive, within 1300 feet north of East 83rd Street South (8201 South Millsap Drive). (Derby Area of Influence)

RECOMMENDATION ACTION: Approve with Conditions

Lot 9, Block 4, Hancock Acres Addition to Derby, Sedgwick County, Kansas.

BACKGROUND: The applicants are requesting a Conditional Use to allow an Accessory Apartment on property zoned SF-20 Single-Family Residential District (SF-20). The 0.566-acre subject site is generally located on the west side of South Millsap Drive, within one quarter mile north of East 83rd Street South (8201 S. Millsap Drive).

The property is currently developed with a single-family dwelling and a pole barn. The applicants desire to construct an Accessory Apartment inside the existing pole barn structure. The proposed Accessory Apartment is defined as such because it would have living facilities for sleeping, eating, sanitation and a kitchen, which requires water and sewer services. The pole barn is 60 feet long and 30 feet wide, located on the northwest corner of the property. The Accessory Apartment is proposed to be located within the rearmost 20 feet of the existing pole barn. There is an existing driveway to access the proposed Accessory Apartment.

The Wichita-Sedgwick County Unified Zoning Code (“UZC”) defines an “Accessory Apartment” (Sec. II-B.1.b) as a dwelling unit that may be wholly within or may be detached from a principal building. Accessory Apartments are also subject to Supplementary Use Regulation Sec.III-D.6.a:

1. a maximum of one Accessory Apartment may be allowed on the same lot as a single-family dwelling unit that may be within the main building, within an accessory building or constructed as an Accessory Apartment;
2. the appearance of an Accessory Apartment shall be compatible with the main dwelling unit and with the character of the neighborhood;
3. the Accessory Apartment shall remain accessory to and under the same ownership as the principal single-family dwelling unit, and the ownership shall not be divided or sold as a condominium; and
4. the water and sewer service provided to the Accessory Apartment shall not be provided as separate service from the main dwelling. Electric, gas, telephone and cable television utility service may be provided as separate utility services.

The character of the area is rural and low-density residential. The property is located within the City of Derby’s Area of Influence. Properties to the north, east and south are zoned SF-20 in unincorporated Sedgwick County and are developed with single-family dwellings. Property to the west is zoned RR in unincorporated Sedgwick County and is currently vacant and unplatted.

CASE HISTORY: The property was platted on December 3, 1971, as part of Hancock Acres Addition to Derby, Kansas. There are no other zoning cases associated with this property.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-20	Single-family dwelling
SOUTH:	SF-20	Single-family dwelling
EAST:	SF-20	Single-family dwelling
WEST:	RR	Vacant

PUBLIC SERVICES: This site has access to South Millsap Drive, a paved, two-lane county local street. The property uses an on-site well and septic tank.

CONFORMANCE TO PLANS/POLICIES: The requested Conditional Use is in conformance with *The Community Investments Plan*. The *Community Investments Plan* (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Urban Growth Areas Map. The Map identifies the area in which

the site is located to be appropriate for “Small City Urban Growth Area”, which the *Plan* defines as: *“Generally located adjacent to existing municipal boundaries, these areas indicate the likely direction and magnitude of growth these communities can expect to experience out to the year 2035. Growth direction and amount is based upon municipal political considerations, anticipated population growth, efficient patterns of growth, current infrastructure limitations, cost effective delivery of future municipal services, and environmental factors.”*

With the subject site being in the Derby Urban Growth Area, staff also reviewed the Derby Comprehensive Plan to identify the proposed future land use of the subject site. The attached Derby Future Land Use Map identifies the proposed future land use for the site as Low Density Residential. Staff believes the proposed Accessory Apartment conforms to the planned future land use for the subject sight. The City of Derby Planning Commission will hear this case on July 17, 2025.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the Accessory Apartment be **APPROVED**, subject to the following conditions:

1. The Accessory Apartment shall remain accessory to and under the same ownership as the principal building (8201 South Milsap Drive) and the ownership shall not be divided or sold as a condominium. The exterior materials are to be complementary to the main structure.
2. Water and sewer services shall be the same as the main structure and provided in compliance with the Sedgwick County Sanitation Code before a building permit will be issued. Electric, gas, telephone, and cable television utility service may be provided as separate utility services.
3. Development of the site shall be in conformance with the approved site plan.
4. The applicant shall obtain all applicable permits including, but not limited to building, health, and zoning. This will include submitting plans for review and approval by the MABCD for the Accessory Apartment, if necessary.
5. 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 area is rural and low-density residential. The property is located within the City of Derby’s Area of Influence. Properties to the north, east and south are zoned SF-20 in unincorporated Sedgwick County and are developed with single-family dwellings. Property to the west is zoned RR in unincorporated Sedgwick County and is currently vacant and unplatted.
2. **The suitability of the subject property for the uses to which it has been restricted:** The subject site is currently zoned SF-20 Single-Family Residential District, which is suitable for a single-family residence and an Accessory Apartment with an approved Conditional Use. The Accessory Apartment will be constructed within the existing pole barn structure.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Staff does not anticipate that approval of the request will generate significant amounts of additional traffic and there is space for parking on site. The conditions of approval should minimize any

potential detrimental impacts.

4. **Length of time subject property has remained vacant as zoned:** The subject property has been developed with a single-family dwelling and pole barn.
5. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** It is not anticipated that the requested Conditional Use will have a negative effect on the public health, safety, or welfare. Denial of the application may result in a loss of enjoyment for the applicants.
6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The request for an Accessory Apartment is in conformance with the *Community Investments Plan* and the Derby Comprehensive Plan as discussed in this staff report.
7. **Impact of the proposed development on community facilities:** Staff expects that there will be minimal impact on public roads and services.
8. **Opposition or support of neighborhood residents:** At the time the staff report was prepared, staff had not received any comments from the public regarding the requested Conditional Use.

RAQUEL ORDONEZ, PLANNING STAFF: Presented the staff report.

ALDRICH: Do you know whether the apartment's going to be used for a relative or just be for general real estate apartment?

ORDONEZ: It is up to the property owner. It can be used for a relative. They can choose to allow other people to stay there. But the primary property owner will be required to maintain ownership of the accessory apartment.

RORY PORTER, 8201 SOUTH MILLSAP DRIVE, DERBY, APPLICANT: I have an existing pole barn. and my property is a 3 bedroom house, but I'm getting older, and I have a lot of family that comes to visit me, and I don't have enough place for everybody to stay so this request is to build this little apartment. It's already inside of an existing pool barn, so there won't be any other structures put up, it'll just be put into it, and really that's about all I have to say about it. I mean, the plumbing – the sewage and stuff was already spotted in when I built the pool barn and has already been inspected, and as far as that goes, I really don't have much else to say about it unless somebody has some questions.

FRYE: So, this is in addition to the existing pole barn, correct?

PORTER: Yes, it's inside of the existing pole barn. It's an 1,800 square foot pole barn and I'm taking the back 600 square foot and I would like to turn that into a living quarters.

ALDRICH: Is this going to be used primarily for the purpose of family overflow?

PORTER: Absolutely.

SUZANNE APPLEBY, 8300 SOUTH MILLSAP DRIVE, DERBY: I just want to know if this is going

to be a rental property or it's just family use and he said it's just for family use so it kind of answered my question.

MCKAY: Move for approval.

HYE: Second.

SCOTT WADLE, PLANNING DIRECTOR: Just want to clarify that that action was to approve subject to the conditions in the staff report, right?

MCKAY: Yes.

MOTION: To approve subject to staff recommendation and conditions in staff report.

MCKAY moved, **HYE** seconded the motion, and it carried (11-0).

4.3 PUD2025-00009: Zone Change request in the City to create PUD #144, generally located on the east side of North Greenwich Road and within 600 feet north of East Central Avenue (600 North Greenwich Road).

RECOMMENDATION ACTION: Approve with Conditions

A tract of land lying within a portion of Lot 14, Block 5, Balthrop Addition, an addition to Wichita, Sedgwick County, Kansas, as described by Allen D. Lowry, Professional Surveyor, License Number 755, on March 31, 2025, based on the plat, and said tract of land being described as follows: BEGINNING at the southwest corner of said Lot 14, thence along the west line thereof on a platted bearing of N01°08'33"W, 400.00 feet; thence N88°51'27"E, 217.73 feet; thence S42°49'27"E, 138.76 feet; thence S01°08'33"E, 105.00 feet; thence S77°37'24"W, 163.13 feet; thence S01°08'33"E, 160.00 feet to the south line of said Lot 14; thence along said south line, S89°00'54"W, 150.00 feet to the POINT OF BEGINNING.

BACKGROUND: The applicant is requesting a zone change from Single-Family Residential District (SF-5) to PUD Planned Unit Development (PUD) to create the Holy Cross Lutheran Church and School Planned Unit Development (PUD #144). The subject site is 2.09 acres in size and is generally on the east side of North Greenwich Road, within 750 feet north of East Central Avenue (600 North Greenwich Road). The property is currently undeveloped but is part of a larger site that includes a church and school complex.

Development Standards

The proposed Planned Unit Development would consist of one parcel, Parcel 1, which is 2.09 acres in size. The proposed maximum gross floor area is 75 percent. The minimum building setbacks shall be 20 feet along North Greenwich Road and zero feet along the sides and rear. The applicant also requests zero minimum lot width.

The applicant also requests to waive all compatibility standards to the adjoining SF-5 zoning. The minimum compatibility setback standard requires 15 feet plus one foot for each five feet of lot width over 50 feet, but in no case shall the compatibility setback standards alone require more than a 25-foot setback. Compatibility height standards require no structure to exceed 35 feet in height within 50 feet of the lot line of property zoned TF-3 Two-Family Residential District or more restrictive. Compatibility noise standard prohibits any amplification of sound or the human voice. This standard shall apply to all Uses in NO Neighborhood Office District and more intensive base zoning districts when such uses are located on zoning

lots that are within 500 feet of any property zoned MH Manufactured Housing District or more restrictive. The nearest residential dwelling from the subject site is approximately 315 feet northeast of the subject site. Since the subject site is part of a larger church and school complex owned by the applicant, staff is in agreement with waiving the compatibility standards. Regarding the waiver of the noise compatibility standard, all uses must still comply with the Wichita Noise Ordinance.

The proposed maximum height of the PUD is per the GC General Commercial District development standard, which is 80 feet, plus two feet of additional height for each foot of setback beyond the minimum required setbacks. However, the subject site is located within Area B of the Airport Hazard Zone, which limits all buildings to a height of 75 feet or less. Staff is recommending amending the development standard so the property remains subject to Section 28.08 (Airport Hazard Zoning Code) of the Wichita Municipal Code. Property owners that wish to exceed the maximum height of 75 feet first must seek a Determination of No Hazard from the FAA.

Permitted Uses

The applicant limits the uses on site to all permitted in the SF-5 zoning along with Auditorium or Stadium, Ancillary Parking, Community Assembly, and Event Center in the City. Staff recommends an additional provision that specifically prohibits Entertainment Establishment in the City and Night Club in the City. These two uses allow for alcohol and live entertainment. Live entertainment would still be permitted under the use category of Auditorium or Stadium. The prohibition on the provision of alcohol does not include bona fide religious activities.

Parking

The applicant proposes to have parking provided by the adjoining parcel, which is also owned by the applicant. Staff recommends modifying the provision to clarify that there are no parking requirements for Parcel 1 of the PUD, and any off-site parking for uses on Parcel 1 shall be properly zoned and developed for parking.

Screening

The applicant proposes to eliminate the screening requirements set forth in Section IV-B of the UZC. Normally, commercial uses require a six- to eight-foot solid screening fence where abutting residentially zoned properties. Because the subject site is part of a larger church and school complex that is also owned by the applicant, staff is in agreement with the request. Staff is not in agreement with the provision that eliminates screening for roof-mounted equipment, trash receptacles, and outdoor work/storage areas. The staff recommended language requires screening of such elements.

Landscaping

The applicant proposes to eliminate any landscaping requirements along all sides of the property, so long as the subject site remains part of the larger church and school complex. Normally, one shade tree (or two ornamental trees) are required for every forty lineal feet. Staff is in agreement with the request.

Signage

The applicant requests signage provisions that are in accordance with the Sign Code of the City of Wichita for the GC General Commercial District zoning, with the exception of billboards, off-site, and portable signs. This would allow illuminated on-site ground, pole, and building signs. Building signs are limited to 20 percent of each building elevation or 400 square feet, whichever is less. Per a Variance request granted in 2010 for the subject site (BZA2010-00048), staff is in support of Electronic Message Signs along Greenwich Road frontage. Staff also supports signs for advertising activities associated with a Church or

Place of Worship.

Lighting

The applicant proposes to install light poles with a maximum height of 35 feet with no restrictions within 200 feet of residential zoning districts. To minimize their impact on nearby residential zoning, staff is recommending that all lighting be aimed or shielded so that they are not visible from nearby SF-5 zoning.

Surrounding Context

The character of the neighborhood is mostly commercial. Property to the north and east is zoned SF-5, is owned by the applicant, and is developed with a Church. Property to the south is zoned LC Limited Commercial District with CUP DP-232 and is developed with a car dealership. Property to the west, across North Greenwich Road, is zoned LI Limited Industrial District and is developed with an airport.

CASE HISTORY: In 1996, the subject site was platted as part of the Balthrop Addition. In 2010, Planning staff approved an Electronic Message Sign on the property (BZA2010-00048). The applicant requested to vacate the platted drainage easement on site to allow for the construction of the amphitheater (VAC2025-00013). The case was considered and recommended for approval by the Metropolitan Area Planning Commission on May 8, 2025. The applicant also initially filed for a zone change from SF-5 to GC General Commercial District. Following the Planning Commission meeting, the applicant withdrew the application (ZON2025-00015).

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Church
SOUTH:	LC	Automotive sales
EAST:	SF-5	Church
WEST:	SF-5	Airport

PUBLIC SERVICES: The subject site is part of a larger 19.72-acre site that has access to North Greenwich Road, which is a four-lane arterial street with sidewalks on each side, and a private street that stems from North Bristol Street, which is a two-way local street with no sidewalks. This site has access to all municipal services, such as water and sewer. Wichita Transit stops at the southwest corner of East Central Avenue and South Greenwich Road, which is one-half mile south from the subject site.

CONFORMANCE TO PLANS/POLICIES: The requested zone change is in conformance with the *Community Investments Plan*. The *Community Investments Plan* (the Wichita-Sedgwick County Comprehensive Plan), which includes the 2035 Future Growth Concept Map, recommends the subject site as appropriate for “New Employment” uses. New Employment is defined in the *Plan* as follows: *Encompasses areas that likely will be developed or redeveloped by 2035 with uses that constitute centers or concentrations of employment primarily in manufacturing, warehousing, distribution, construction, research, technology, business services, or corporate offices. Major shopping centers and office parks likely will be developed within this area as well, based upon market driven location factors. In certain areas, especially those in proximity to existing residential uses, higher density housing and convenience retail centers likely will be developed. In areas where the uses are already established, pockets of industrial uses associated with extraction, processing or refinement of natural resources or recycling of waste materials likely will be developed.”*

The *Community Investment Plan’s* Locational Guidelines “provide a framework for decision-making regarding land use changes to encourage patterns of development that efficiently and effectively use land,

public infrastructure, and services; strive for compatibility among various land uses; and promote quality of place through design.” One of the Land Use Compatibility Guidelines states that “Industrial and major commercial land uses that generate pollution, odor, noise, light, safety hazards, and high levels of traffic should be located away from residential areas and developed with screening, buffering, and site design features sufficient to mitigate adverse impacts.” The proposed development is adjacent to an arterial street to the west, commercial development to the south, and a church building to the northeast, which are all features designed to mitigate adverse impacts.

RECOMMENDATION: Based on the information available at the time of the public hearing, staff recommends **APPROVAL** of the application subject to provisions of the Holy Cross Lutheran Church and School Planned Unit Development PUD #144 as attached hereto, and subject to the following conditions:

1. The PUD shall be developed in accordance with the approved PUD language.
2. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #144 Holy Cross Lutheran Church and School Planned Unit Development) has special conditions for development on the property.
3. A copy of the recorded certificate along with four copies of the approved PUD shall be submitted to the Metropolitan Area Planning Department within 60 days of governing body approval, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. **The zoning, uses, and character of the neighborhood:** The character of the neighborhood is mostly commercial. Property to the north and east is zoned SF-5, is owned by the applicant, and is developed with a Church. Property to the south is zoned LC Limited Commercial District with CUP DP-232 and is developed with a car dealership. Property to the west, across North Greenwich Road, is zoned LI Limited Industrial District and is developed with an airport.
2. **The suitability of the subject property for the uses to which it has been restricted:** The subject site is zoned SF-5, which allows for one single-family dwelling per zoning lot and a limited number of civic uses.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Staff anticipates the new use will bring possible noise and light pollution to the immediate vicinity. However, the staff recommended PUD provisions are designed to mitigate possible negative impacts.
4. **Length of time the property has been vacant as currently zoned:** The subject site has never been developed. It is part of a larger property that is developed with a church and school.
5. **Relative gain to the public health, safety, and welfare, compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would allow development on an arterial street that is contextual to some of the surrounding development, which is generally considered a public gain. Approval could create possible negative impacts to the nearby residential uses such as noise and light pollution. Denial of the request may result in continued vacancy as well as the applicant’s loss of use and enjoyment of their property.
6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested rezoning is in conformance with the *Community Investments Plan*, as

discussed in the staff report.

7. Impact of the proposed development on community facilities: The proposed use should not have any significant impact on municipal services, such as water, sewer, and stormwater. Municipal services are available and ready for this site.
8. Opposition or support of neighborhood residents: At the time of the publication of the staff report, staff did not receive any public comment.

MOTION: Taken on consent to approve subject to staff recommendation.

MILES moved, **ZIMBELMAN** seconded the motion, and it carried (11-0).

4.4 ZON2025-00025: (Deferred from 06/26/25) Zone Change request in the City from MF-29 Multi-Family Residential District to LC Limited Commercial District for Vehicle Repair, Limited, generally located on the east side of South Hillside Avenue, within one-half mile south of East Pawnee Avenue.

RECOMMENDED ACTION: Denial

SCOTT WADLE, PLANNING DIRECTOR: Someone caught that the applicant does not appear to be in attendance. We have called the applicant for this one, and they are not here for this case, and they are requesting a deferral to the next MAPC meeting date.

MOTION: To defer to July 24, 2025 MAPC at request of applicant.

WARREN moved, **MILES** seconded the motion, and it carried (11-0).

4.5 ZON2025-00027: Zone Change request in the County from GO General Office District and LC Limited Commercial to LI Limited Industrial District, generally located on the north side of Highway K42, within 1500 feet west of South 119th Street West (12420 Highway K42).

RECOMMENDATION ACTION: Approve

Lot 1, Schulte Commercial Addition, Sedgwick County, Kansas, EXCEPT for part described as: Beginning at the Southwest corner of Lot 1; thence Northwesterly 220.49 feet; thence Northerly 101.83 feet; thence Southeasterly 304.37 feet to the Southeast line of said Lot 1; thence Southwest 59.01 feet to the point of beginning.

AND

Lot 2, EXCEPT the North 200 feet thereof, Schulte Commercial Addition, Sedgwick County, Kansas.

AND

The North 200 feet of Lot 2, Schulte Commercial Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting to rezone one lot zoned GO General Office District (GO) and two lots zoned LC Limited Commercial District (LC) to LI Limited Industrial District (LI). The subject site is 10.69 acres in size and is generally located on the north side of Highway K-42 and within 1,500 feet west of South 119th Street West (12420 West K-42).

The properties are currently developed with a commercial building and surface parking lot, as well

agricultural uses. The applicants are requesting the zone change from LC and GO to LI to help make the site more marketable for a future sale.

Section IV-B.2 of the Unified Zoning Code (UZC) requires solid screening of commercial and/or industrial properties when abutting or across a street or alley from residential zoning districts, except when separated by a major barrier. State Highway K-42 would be considered a major barrier in this case. Because the property abuts residential zoning districts on the west and north sides, the applicant will be required to provide solid screening of at least a six-foot screening fence around the west and north property lines. Solid screening may be accomplished through landscaped earth berms that accomplish the same as a six-foot screening fence. The property would also need to adhere to the rules and regulations of the Sedgwick County Sign Code for the LI Zoning District.

The UZC Sec. IV-C.5.a, Compatibility Height standards states that no structure shall exceed 35 feet in height within 50 feet of the lot line of property zoned TF-3 Two-Family Residential District (TF-3) or more restrictive. The proposed LI zoned site abuts and is adjacent to SF-20 Single-Family Residential District (SF-20) on the west and north sides. Any future buildings shall comply with the maximum height of 35 feet, which is the same as the abutting and adjacent SF-20 Districts on the west and north sides of the property. Structures located more than 50 feet from the lot line of property zoned TF-3 or more restrictive may increase height at a ratio of one foot in height for each three feet of setback beyond 50 feet. The minimum building compatibility setback shall be 15 feet plus one foot for each five feet of lot width over 50 feet.

Should the zone change be approved, the applicant shall be required to adhere to the parking standards set forth by the UZC, which would be determined based on the combination of uses proposed.

Properties to the north are zoned SF-20 and LI and are developed with Agricultural uses and an Office/Warehouse combination. Properties to the west are zoned SF-20 and GO and are developed with Agricultural uses. Property to the south, across Highway K-42, is zoned SF-20 and is developed with Agricultural uses. Property to the east is zoned LI and is developed with an Office/Warehouse combination. The subject sites are within the Wichita Growth Area.

CASE HISTORY: On September 20, 1994, the subject properties were platted as part of the Schulte Commercial Addition. Staff researched when the properties were zoned GO and LC but was unable to determine when they were. It would seem that they most likely were zoned GO and LC near the time of platting.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-20/LI	Agricultural / Office/Warehouse Combination
SOUTH:	SF-20	Agricultural
EAST:	LI	Office/Warehouse Combination
WEST:	GO/SF-20	Agricultural

PUBLIC SERVICES: The subject site has access to Highway K-42, a paved, two-lane state highway. The site is served by Sedgwick County Rural Water District #4 and utilizes on-site sewage.

CONFORMANCE TO PLANS/POLICIES: The requested zone change is in conformance with the *Community Investments Plan*. The *Community Investments Plan* (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area

in which the site is located to be appropriate for “Commercial” and “Vacant or Agricultural.” “Commercial” is defined as “*areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality. Convenience retail, restaurants, small offices, and personal service uses are located in close proximity to, and potentially mixed with, Residential Uses. Major destination areas (centers and corridors) containing concentrations of commercial and office uses that have regional market areas and generate high volumes of traffic are located in close proximity to major arterials or highways and typically are buffered from lower density residential areas by higher density housing types.*” Although the subject properties abut low-density residential districts, they also abut properties currently zoned LI to the north/east.

“Agricultural or Vacant” is defined as, “*areas that are undeveloped or used for agricultural production. Agricultural land is an important natural resource. Pockets of low-density residential uses without the full range of municipal services likely will be developed in areas of the urban fringe that primarily are used for agriculture. Such development should occur in accordance with the Urban Fringe Development Standards for Wichita and Sedgwick County and should be developed in a manner that facilitates future connection to municipal services when they become available.*”

Locational Guidelines: The request is in conformance with the Land Use Compatibility Locational Guidelines of the Comprehensive Plan. Under the “Development Pattern” title, Guideline #1.c states that “*Major commercial and employment centers should be located at intersections of arterial streets and along highways and commercial corridors.*” The subject site is bordered by Kansas State Highway K-42 to the south. Also, Guideline #1.d states, “*Industrial uses should be located in areas with good access to highways, rail lines, and airports.*” Lastly, under the title “Design,” Guideline 1.d states, “*Except in mixed-use development areas, non-residential uses should provide appropriate screening and buffering from residential uses.*” Any commercial or industrial uses would trigger a requirement for solid screening where abutting residential districts.

RECOMMENDATION: Based upon the information available at the time the report was prepared, staff recommends the zone change from LC and GO to LI be **APPROVED**.

This recommendation is based on the following findings:

1. **The zoning uses and character of the neighborhood:** Properties to the north are zoned SF-20 and LI and are developed with Agricultural uses and an Office/Warehouse combination. Properties to the west are zoned SF-20 and GO and are developed with Agricultural uses. Property to the south, across Highway K-42, is zoned SF-20 and is developed with Agricultural uses. Property to the east is zoned LI and is developed with an office/warehouse combination. The subject sites are within the Wichita Growth Area.
2. **The suitability of the subject property for the uses to which it has been restricted:** The subject properties are zoned GO and LC, which permit several residential, public and civic, and commercial uses. Rezoning the properties to LI would increase the amount of commercial and industrial uses permitted on the site while any residential uses would no longer be permitted.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The subject properties are in close proximity to other LI Limited Industrial properties. Should the zone change take place, it is not anticipated that nearby properties would be detrimentally affected.

4. Length of time subject property has remained vacant as zoned: One of the three lots has been developed with a commercial office building and a surface parking lot since 1995, according to property records.
5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of this application is not anticipated to have a significant detrimental impact to public health, safety, or welfare. Denial may be considered an economic loss for the applicant.
6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The proposed application is in conformance with the *Community Investments Plan* as discussed in the staff report.
7. Impact of the proposed development on community facilities: Approval of this application is not anticipated to have negative impacts on community facilities.
8. Opposition or support of neighborhood residents: As of the writing of this report, there has been no opposition nor support voiced by neighborhood residents.

MOTION: Taken on consent to approve subject to staff recommendation.

MILES moved, **ZIMBELMAN** seconded the motion, and it carried (11-0).

4.6 ZON2025-00028 with CON2025-00080: Zone Change request from SF-5 Single-Family Residential District to TF-3 Two-Family Residential District (with CON2025-00080 for multi-family density) to allow duplexes, generally located on the northeast corner of North Gow Avenue and West 11th Street North (1202 North Gow Avenue).

RECOMMENDATION ACTION: Approve with Conditions

Lot 21, and the South half of Lot 22, Gow Acres Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant has two requests:

1. a zone change from SF-5 Single-Family Residential District to TF-3 Two-Family Residential District; and
2. a Conditional Use to allow multi-family development within the proposed TF-3 zoning.

The property is 0.67 acres in size and is located on the northeast corner of West 11th Street North and North Gow Avenue (1202 North Gow Avenue). The site is currently vacant following the demolition of a single-family dwelling on site. The applicant is requesting the Conditional Use to allow two duplexes on-site (four dwelling units).

In TF-3 zoning, multi-family density is allowed with a Conditional Use, provided it does not exceed 14.5 dwelling units per acre. The applicant is requesting four dwelling units on 0.67 acres, which is less than the maximum allowed in TF-3 zoning.

According to the submitted site plan, the applicant intends to build one duplex facing North Gow Avenue and one facing West 11th Street North. Each duplex will have a one-car garage (and one garage per dwelling unit). The applicant shall adhere to all required setbacks in TF-3 zoning set forth in the Unified Zoning Code (“UZC”): 15-foot street side setback, 25-foot front setback, and six-foot side setback.

With the request for multi-family residential development, the site will need to comply with the landscaping standards of the Wichita Landscape Code. In particular, the applicant will need to provide a landscaped street yard along North Gow Avenue and West 11th Street North if a parking lot is constructed. The site plan illustrates parking to be provided within the garage space for each dwelling. Additionally, a landscape buffer is required along all property lines due to the abutting residential zoning. The landscape buffer requires one shade tree (or two ornamental trees) per forty lineal feet. As of April 2025, the City of Wichita is in a Stage II drought, and applicants are not required to install said landscaping until the drought restrictions have been lifted.

A six to eight-foot solid screening fence will need to be maintained along all property lines as well to be in compliance with the screening standards set forth in Section IV of the Unified Zoning Code. The property will need to comply with the screening standards before occupancy permits are issued.

The character of the neighborhood is low-density residential. Properties to the north, south, east and west are zoned SF-5 and developed with single-family dwellings. There is TF-3 zoning and multiple duplexes one-block southeast of the subject site, on the northeast corner of West 10th Street North and North Sheridan Avenue.

CASE HISTORY: June 20, 1928, the subject site was platted as part of the Gow Acres Addition. There are no zoning cases associated with this property.

ADJACENT ZONING AND LAND USE:

North:	SF-5	Single-family dwelling
South:	SF-5	Single-family dwelling
East:	SF-5	Single-family dwelling
West:	SF-5	Single-family dwelling

PUBLIC SERVICES: The property has access to North Gow Avenue, a paved two-lane local street with no sidewalks on either side, and West 11th Street North, an unpaved two-lane local street with no sidewalks. The site is served by all typical municipal services, such as sewer and water. Wichita Transit stops one-quarter mile northeast of the subject site, on the northwest corner of West 13th Street North and North Sheridan Avenue.

CONFORMANCE TO PLANS/POLICIES: The requested zone change and Conditional Use are in conformance with the following plans:

Community Investments Plan

The adopted Wichita-Sedgwick County Comprehensive Plan and the *Community Investments Plan*'s 2035 Future Growth Concept Map identifies the recommended future land use as “Residential”. The plan defines Residential areas as those that “reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing densities and types includes, but is not limited to, single-family detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential

accommodations for the elderly (assisted living, congregate care and nursing homes)." Duplexes are an appropriate housing type for this area.

The *Plan's* Locational Guidelines provide a decision-making framework regarding land use changes. In the Established Central Area, one of the guidelines aims to "Encourage infill development that maximizes public investment in existing and planned infrastructure and services." The applicant is proposed two duplexes, which creates infill development on a vacant lot without the extension of public services. The *Plan* also states that "Accessory dwelling units, duplexes, and small-scale multi-family developments can be appropriate in existing residential areas if appropriate site design limits adverse impacts on surrounding residential uses, the design of the buildings is compatible with existing residences, and the scale of the development is compatible with the intensity of the surrounding area." The applicant is proposing multi-family density, which requires screening and landscaping. There are several duplexes one-block southeast of the subject site, so the applicant is proposing density at a scale that is appropriate for the area.

Wichita Places for People Plan

The requested zone change and Conditional Use are in conformance with the *Plan's* Strategies 5 and 6, which aim to "Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA" and "Encourage infill and redevelopment that is contextual to the environment in which it is occurring", respectively. The proposed duplexes will add to a diverse housing stock within one-block of the subject property, which includes single-family houses and duplexes. Additionally, the applicant proposes duplexes as infill development at a scale that is contextual for the area.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the request for the zone change and Conditional Use with the following conditions:

1. The applicant shall obtain all applicable permits including, but not limited to: building, health and zoning. This will include submitting plans for review and approval by the MABCD.
2. Development and maintenance of the site shall be in conformance with the approved site plan. The applicant shall submit a site plan to the Planning Department for review and approval prior to the issuance of building permits. The site plan shall include any required screening, landscaping, and required parking spaces.
3. 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 neighborhood is low-density residential. Properties to the north, south, east and west are zoned SF-5 and developed with single-family dwellings. There is TF-3 zoning and multiple duplexes one block southeast of the subject site, on the northeast corner of West 10th Street North and North Sheridan Avenue.

2. **The suitability of the subject property for the uses to which it has been restricted:** The property is presently zoned SF-5 Single-Family Residential District, which is mostly suitable for one single-family dwelling.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the requests may result in a slight increase in traffic due to additional dwelling units on site. The provisions for screening and landscaping are designed to enhance compatibility with the neighborhood and mitigate possible negative impacts.
4. **Length of time subject property has remained vacant as zoned:** The subject site has been vacant since the beginning of 2025.
5. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Staff does not anticipate that approval of the requested zone change and Conditional Use to have detrimental impacts on the surrounding community. Denial of the requested zone change and Conditional Use may result in the loss and enjoyment of the applicant's property.
6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested zoning is in conformance with the *Community Investments Plan* and the *Wichita: Places for People Plan*, as discussed in this staff report.
7. **Impact of the proposed development on community facilities:** The requested zoning is not anticipated to have significant adverse impacts on community facilities. The site is already served by all municipal services, such as sewer and water.
8. **Opposition or support of neighborhood residents:** At the time the staff report was prepared, staff received one phone call from a neighbor who was in opposition to the proposed development.

CHRISTINA RIETH, PLANNING STAFF: Presented the staff report.

CALEB ELDER, 1325 SOUTH MARKET, WICHITA, APPLICANT: We purchased this lot back in the fall. The house that was on it was decaying away, had more rodents living in it than anything else, and tried to decide if it was something that could be rehabbed, and it wasn't so we ended up demoing it, taking it down and looked at multiple options – would it be best to do single families versus putting duplexes? We wanted to make sure we stayed with the character of the neighborhood, because it is a very craftsman neighborhood, there's not a lot of cookie cutter houses in there, and we didn't want to come in and put cookie cutters in there and make it not really part of the neighborhood. Unfortunately, the way the lot would have had to have been split, it wasn't going to be doable to do single families, it wasn't going to create enough space to have a house that we really felt like fit the neighborhood. So, we looked into duplexes – what could be a duplex that would really fit well still within the neighborhood and decided that was going to be the best route to go. I do have, and I don't know if you guys want it, I have a little bit more of a drawing of what floor plan would be for the duplexes that we're looking at going with. It does not have any exterior photos; it's just the floor plan itself. But otherwise, she pretty well covered almost everything that I would have to say. Just to clarify that each unit will be a 2/3 with a one-car garage.

FRYE: Two bath, three bedroom?

ELDER: Three bedroom, two bath.

ALDRICH: You mentioned that you're looking at building and staying within the character of the neighborhood and you're saying this is going to be a two-story?

ELDER: No.

ALDRICH: Or it's not going to be a two-story?

ELDER: No, it'll be one-story (inaudible) in that area are one-story.

ALDRICH: Oh, okay. We do have some photos that were supplied, I think, by one of the neighbors. My concerns is that we have some housing that are being developed around here that looks like ski slopes, or whatever – they're just ugly.

ELDER: You mean the lean-to style?

ALDRICH: Yeah.

ELDER: No, they won't be that style.

FRYE: To clarify, are there any HOA or development standards for the residences in the neighborhood to your knowledge or any established neighborhood association?

ELDER: Not that I know of.

FRYE: And no established development standards that would require a certain look but your intent is to try to make it appear...

ELDER: That was our intent from the beginning is we want to keep the character of the neighborhood. I'm not a fan of super cookie cutters so I like to make things look and just keep with the character of the neighborhood.

WARREN: I'm looking at the plan, there is an exit out the back. What do you have left for yard space? How do you plan on coming up with a backyard area?

ELDER: The one that'll be facing 11th will more than likely end up having a little bit of backyard space than the one facing Gow but I don't know the exact size at this point. The guy that will be doing this with us, the main kind of contractor of it all, I don't think he's got all those dimensions to me at this moment.

ROGER PETERSON, 1215 NORTH GOW, WICHITA: Live right across the street Well, first of all, I just want to know why they didn't have a zoning change on it before demolition came in.

FRYE: That's not required. You can tear it down.

PETERSON: Do you have any permits for asbestos and lead?

FRYE: That's not our department. That would be MABCD that would go through that.

PETERSON: Well, second of all, I think a house is just fine right there, that lot's too small for two duplexes. Too much traffic; there'll be six more cars. Just one house needs to be there. That lot ain't big enough for duplexes.

SARAH PLATTS, 1144 NORTH GOW, WICHITA: I live two doors down from this development. I was the one that submitted the written comments that you have. The question I had was, we would rather prefer owner properties instead of rental properties. And also, the concern is the amount of off street parking. We would like, you know, because every duplex you have to consider two cars which means you're looking at at least eight vehicles and there's really not enough off street parking to handle that kind of overflow, especially if they have work trucks or something like that. So, my preference is, I don't mind two duplexes. I don't know what this floor plan size, how many square feet it would be, and if the two duplexes are going to overwhelm the lot. But for me, it's the amount of traffic, and where are they going to put these vehicles at?

DEBBIE WARNOCK, 3359 WEST 11TH STREET NORTH, WICHITA: We are one of the two houses that are on 11th Street, and so we're looking across at the at the new proposed duplex. We are on a dirt road. I don't know if you guys are aware of it, but on 13th Street just straight north of us, it floods during the big rains that we've had, and so all those folks they come down Gow, and then go across our street and I don't know how that's going to work if you're going to have cars parked on our dirt road on top of the stuff that happens there. I am concerned about ownership versus rental cause as far as I know we don't have anybody in our immediate neighborhood that's a rental. I've lived there 33 years, and the house across the street was awful, it definitely needed to be taken down. Also, I thought it was a half-acre and not two-thirds of an acre, just because everything in that neighborhood is a half-acre. Where I am is not a half-acre, but that's because the house right next to me, the two of us together make a half-acre so you know two houses would fit there just fine. But on the back of this property across the street it's not been cleared yet, and so I didn't know whether or not they're going to sell that part separately or if they're actually going to go ahead and clear that off and include that in this duplex setup. We don't want the road paved. We've been happy with it. They have taken care of it for a million years for us, and it's been great except when we have the flood thing. Are we going to be forced to have to pave the street and pay for the paving on the street and is this going to make our taxes go up by having this across the street from us? A lot of questions, I'm sorry, I didn't know I was going to ask so much, but we need to know these things, you know, we're going to be there. We can't afford to move. This is where we're going to spend the rest of our life, and I need to know.

ELDER: The only one I think I can address somewhat is the – I mean, I can't control where people always park, but there will be a driveway and a garage so people would be able to pull into their driveways and into their garage. I don't know about the taxes or the paved; I don't control any of that; if I did, I wouldn't be paying taxes. But again, the option to do single family, I mean, she's looking at it where it's split down the middle, and if it could be done that way, that wasn't an option for us and so it didn't create the ability to give us appropriate space for a house – it would have had to build long and deep. They would have wanted us to split it this way, and it would have made for a very deep house without creating much yard space, so we weren't able to split it this way, which was what we were hoping, and that would have done two single families but we couldn't do it that way so this is going to give it to where you can create a living property with yard space that we weren't going to be able to do the other way.

MOEDER: Just helping me make sense of this drawing. Is those single car garages or two-car garages?

ELDER: They're going to be a single car garage, yes. So, it'd be like where they could pull one car technically into a garage and then one car into their driveway if they have two cars.

HYE: Do you know if the dirt road is going to be paved or are they going to require it to be paved?

ELDER: They have not said we'd be required to pave it. We do have to put the drives in and have the engineers approach, that I know. She said something about not clearing the whole lot – I don't know – we've cleared. I mean, if you look at this picture, there was a car in the lot that we didn't even know was there, there was so much overgrowth. We found kennels and things in this lot. We've cleared almost – they only thing we haven't cleared is a few trees facing 11th right now, because at the time we weren't sure if we would be able to leave them if we did a single-family in case somebody wanted that but the otherwise we've cleared almost the whole lot to try and get rid of all the overgrowth to make it cleared out, just cleared them completely out.

ZIMBELMAN: I might have missed this. Are you building these for rental, or are you going to try to sell them?

ELDER: We're still debating that currently whether we will end up selling them. I think we're aiming more to sell them, to let somebody buy, just purchase their own unit by each unit or duplex or if we're going to just keep them as a rental. I know all of us involved with this have been personally been in personally been into rental business for quite a few years, and I'm sure everybody says this, but we have very high standards of what we want but we don't know yet – that's my best answer. We're still discussing – I think we're aiming more towards selling them once they're built but I don't have a solid yes or no answer.

FRYE: I would like to just ask Staff real quickly. The question has come up about yard and setbacks. Does this plan fit within the proper allowance for the site?

RIETH: Yes, that is my understanding.

FRYE: And same with the parking. Are they fitting the parking code as it relates to taking care of their issue with what they're required to have for their property?

RIETH: The parking minimum is one parking space per dwelling unit within a duplex.

FRYE: That's required; that's the code?

RIETH: Yes.

MCKAY: Kind of a follow up on what you just said. What's the minimum square footage of a duplex?

RIETH: For building a duplex or the lot area?

MCKAY: The lot area.

RIETH: The minimum lot area is 3,000 square feet per dwelling unit within a duplex so essentially 6,000 square feet.

WARREN: I move to approve per staff report.

ALDRICH: Second.

MOTION: To approve per staff report.

WARREN moved, **ALDRICH** seconded the motion, and it carried (11-0).

FRYE: Ms. Warnock, as it relates to paving, the City has a new dirt road paving policy, and their first priority was those dirt roads within a certain range of schools and they also allow the neighborhood that has the dirt paving petition to protest it if they don't want it. I don't know if your road is slated for paving, but you can check with the City of Wichita Public Works. You can do two things: you can petition to have your road paved if more than 50% of the neighboring properties agree, then that can happen and if 50% don't, then it stays unpaved.

4.7 ZON2025-00029 with CUP2025-00020: Zone Change request in the City from SF-5 Single-Family Residential District to LC Limited Commercial District (with CUP2025-00020 to create the Kabbaz Commercial CUP #364), generally located on the northeast corner of East 39th Street South and South Rock Road.

RECOMMENDATION ACTION: Approve with Conditions

A portion of the South half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on June 2, 2025, more particularly described as follows: The South half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT therefrom the west 725.00 feet of the South half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East.

BACKGROUND: The applicant has two requests:

1. A zone change from SF-5 Single-Family Residential District (SF-5) to LC Limited Commercial District (LC); and
2. To establish the Kabbaz Commercial Community Unit Plan (CUP) DP-364.

The subject site is 18.08 acres in size and is generally located on the east side of South Rock Road and the north side of East 39th Street South. Section III-C.2.b. of the Unified Zoning Code (UZC) requires a CUP to be established on any property six acres or greater that is zoned LC. If approved, the CUP would be made up of one Parcel, Parcel 1, and one reserve, Reserve "A". Parcel 1 would be approximately 13.61 acres in size. Reserve A is 4.48 acres in size and is located on the north portion of the subject site.

Permitted Uses

Parcel 1 in the CUP permits uses within the LC District except Sexually Oriented Businesses; Correctional Placement Residences; Night Clubs in the City; Asphalt and Concrete Plants; Safety Services; Agricultural Sales and Services, Wireless Communication Facilities; and Tavern and Drinking Establishments. Restaurants may serve liquor as long as food is the primary service of the restaurant. The applicant also requests to prohibit theatres, which are under the category of Auditorium or Stadium. The CUP drawing also allows for multi-family development at a maximum density of 29 dwelling units per acre. This is less than the permitted density in LC zoning, which is 75 dwelling units per acre.

The applicant also requests a waiver of all Supplementary Use Regulations outlined in Section III-D.6.y of the UZC on Warehouse, Self-Service Storage in the GO General Office District and LC zoning district. These Regulations include setback requirements from rights-of-way and residential zoning, screening and landscaping requirements, architectural design requirements, pavement and parking provisions, lighting provisions, an on-site manager, prohibiting on-site vehicle repair, prohibiting garage sales, maximum lot coverage, and maximum leasing are for individuals and businesses. Staff does not recommend waiving all regulations. Staff recommends keeping most provisions, including prohibiting sales, prohibiting vehicle repair, requiring indoor storage, and mandating the parking requirements. A complete list of these regulations is attached to the end of the staff report. Staff recommends that the Regulations in red remain in the CUP.

Development Standards

Building setbacks are established on the face of the CUP drawing. Parcel 1 has a 35-foot building setback along the south, east, and west property lines. The east property line has an additional five-foot wall easement where abutting residential zoning. There is no setback requirement between Parcel 1 and the dedicated reserve immediately to the north. While the property is located within the city limits of Wichita, the subject site is located along two county arterial streets, East 39th Street South and South Rock Road. Section III-E.1.e(3) of the UZC requires a 100-foot setback along county arterial streets. Once the subject site is platted, the County may request dedication of additional rights-of-way, and the 35-foot setback shall remain.

The applicant proposes a maximum height of 45 feet. The subject site is within the AFBP-O Air Force Base Protective Overlay, which limits the height of all structures to 25 feet. The CUP application can change this regulation. However, staff recommends the 25-foot height standard of the AFBP-O be enforced.

The following is a review of other development standards. Staff has no additional comment on the matter.

Development Standard	Proposed CUP Development Standards
Maximum Building Coverage	265,607 square feet or 40 percent
Maximum Gross Floor Area	265,607 square feet
Floor Area Ratio:	40 percent
Maximum Number of Buildings per Parcel	Eight (8)
Maximum Building Height	25 feet per the AFBP-O
Parking	Per Section IV of the UZC

Signage

The CUP would permit a maximum of three signs, which cannot exceed 840 square feet altogether. If the subject site were not in a CUP, per the City of Wichita Sign Code, two signs are allowed per 180 feet of street frontage with an additional sign for every 150 feet thereafter. The site has approximately 516 feet of street frontage along East 39th Street South and 1,028 feet of street frontage along South Rock Road, 300 feet of which belongs to Reserve A. Therefore, the applicant is requesting provisions that are more restrictive than the Sign Code.

One sign is allowed along East 39th Street South, and two signs are allowed along South Rock Road. The CUP document prohibits portable signs, billboards, string lights, banners, balloons, flags, and pennants. One off-site sign would be allowed on Reserve A, provided it is a pole sign and does not exceed 400 square feet per side. The Wichita Sign Code restricts the area of off-site signs to 300 square feet. All freestanding signs are monument type with a maximum height of 20 feet and a maximum square footage of 300 square

feet. This is the same as the regulations set forth in the Wichita Sign Code, which allows a maximum square footage for individual signs of 300 feet along arterial streets.

Staff supports the request to allow the off-site sign to be larger because the CUP allows less on-site signage than the maximum permitted in the Wichita Sign Code. Because they are restricting the number of on-site signs along South Rock Road, staff is amenable to the off-site sign being 100 square feet larger than the Sign Code permits. An increase of 100 square feet for one sign is appropriate considering there is a net decrease in possible sign clutter along the roadway.

Screening and Landscaping

A six-foot solid screening wall shall be installed on the east side of the property where abutting residential zoning. The CUP document also provides a five-foot wall easement for its installation. Rooftop mechanical equipment, trash receptacles, and loading areas shall also be properly screened. The applicant requests to eliminate screening along the north property line of Parcel 1 due to the buffer of Reserve A. Staff is in support of the request. The property shall still require landscaping per the Wichita Landscape Code along the north property line where abutting residential zoning on the north side.

The CUP requires adherence to the standards of the Wichita Landscape Code. This will require landscaped street yards with parking lot screening and parking lot trees for development along the arterial frontages. It will also require parking lot trees for any parking lots on internal parcels. Finally, it will require landscape buffer trees on the north, south and east boundaries of the CUP where abutting residential zoning. As of August 2024, the City of Wichita has declared a Stage II drought and does not require property owners to install landscaping until the drought restrictions have been lifted.

Lighting

The applicant is proposing 24-foot-tall light poles except within 200 feet of residential zoning. It is proposed that within 200 feet of residential zoning, light poles are restricted to 15 feet in height, except that they are permitted to be taller provided that a photometric plan is approved by the Planning Department.

The character of the neighborhood is low-density residential and undeveloped. Property to the north is zoned TF-3 Two-Family Residential District, is owned by the applicant, and is undeveloped. Properties to the south are zoned LC and SF-20 Single-Family Residential District in unincorporated Sedgwick County and are undeveloped. Property to the east is zoned SF-5, is owned by the applicant, and is undeveloped. The applicant is concurrently requesting a zone change on the property to the east from SF-5 to TF-3 (ZON2025-00030) to be heard by the Metropolitan Area Planning Commission on July 10, 2025. Property to the west is zoned AFB Air Force Base District and is developed with an Air Force Base.

CASE HISTORY: In 2025, the property was annexed into the City of Wichita. The process of annexation converted the SF-20 Single-Family Residential District zoning to SF-5 (ANX2025-00001). There are no other zoning cases associated with this site. The site is unplatted. Platting is required prior to the issuance of building permits.

ADJACENT ZONING AND LAND USE:

North:	TF-3	Undeveloped
South:	LC, SF-20 (Unincorporated)	Undeveloped
East:	SF-5	Undeveloped
West:	AFB	Air Force Base

PUBLIC SERVICES: This site has access to East 39th Street South and South Rock Road. East 39th Street South is a two-way county arterial street with open ditches on each side, and South Rock Road is a five-lane county arterial street with open ditches on each side. Wichita Transit does not serve this site.

CONFORMANCE TO PLANS/POLICIES: The proposed zone change and establishment of CUP DP-364 are in conformance with the *Community Investments Plan*. This plan identifies the site as appropriate for both “New Employment” and “Residential and Employment Mix” uses on the Future Growth Concept Map. The “New Employment” category is described as follows: “*Encompasses areas that likely will be developed or redeveloped by 2035 with uses that constitute centers or concentrations of employment primarily in manufacturing, warehousing, distribution, construction, research, technology, business services, or corporate offices. Major shopping centers and office parks likely will be developed within this area as well, based upon market driven location factors. In certain areas, especially those in proximity to existing residential uses, higher density housing and convenience retail centers likely will be developed.*” The “Residential and Employment Mix” category is described as follows: “*Encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominantly of a mixed nature. Due to the proximity of higher intensity business uses, residential housing types within this area likely will be higher density. Due to the proximity of residential uses, employment uses likely will have limited negative impacts associated with noise, hazardous emissions, visual blight, and odor.*” The requested zone change and CUP allow for multi-family density, up to 29 dwelling units per acre, as well as the opportunity for major commercial development.

The proposed zone change and establishment of CUP DP-364 are in conformance with the Locational Guidelines of the *Community Investments Plan*. General Development Pattern locational guideline 1.b states:

- 1.b.: “Major commercial and employment centers should be located at the intersection of arterial streets and along highways and commercial corridors.” This CUP is at the intersection of two County arterial streets: East 39th Street South and South Rock Road.

Additionally, the requests are in conformance with General Land Use Compatibility locational guideline 1.b, which states, “Industrial and major commercial uses that generate pollution, odor, noise, light, safety hazards, and high levels of traffic should be located away from residential areas and developed with screening, buffering, and site design features sufficient to mitigate adverse impacts.” The general provisions of the CUP regarding screening, landscaping, setbacks, and lighting are designed to mitigate any possible negative impacts to nearby properties.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the zone change request from SF-5 to LC and the establishment of CUP DP-364 be **APPROVED**, subject to the following conditions:

1. The site shall be developed in substantial conformance with the development guidelines and general provisions of the approved CUP.
2. The applicant shall submit four copies of the approved CUP within 60 days of final approval to the Metropolitan Area Planning Department or the CUP shall be deemed null and void.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The character of the neighborhood is low-density residential and undeveloped. Property to the north is zoned TF-3 Two-Family Residential

District, is owned by the applicant, and is undeveloped. Properties to the south are zoned LC and SF-20 Single-Family Residential District in unincorporated Sedgwick County and are developed with a reserve and a single-family dwelling, respectively. Property to the east is zoned SF-5, is owned by the applicant, and is undeveloped. The applicant is concurrently requesting a zone change on the property to the east from SF-5 to TF-3 (ZON2025-00030) to be heard by the Metropolitan Area Planning Commission on July 10, 2025. Property to the west is zoned AFB Air Force Base District and is developed with an Air Force Base.

2. **The suitability of the subject property for the uses to which it has been restricted:** This site is currently zoned SF-5 and LC and is an agricultural field. SF-5 permits a limited number of residential and civic uses. LC permits a range of residential and civic uses, along with a limited number of commercial uses.
3. **Extent to which removal of the restrictions will detrimentally effect nearby property:** Staff does not anticipate the requests to have a significant detrimental impact on nearby property. The site is located at the intersection of two arterial streets. The general provisions of the CUP are designed to mitigate possible negative impacts on nearby residential uses.
4. **Length of time the property has been vacant as currently zoned:** The property has never been developed. It has historically been used for agriculture.
5. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request will permit the development of the property with commercial uses. Denial would presumably represent a loss of economic opportunity to the applicant and/or landowner.
6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested zoned change and establishment of the CUP is in conformance with the *Community Investments Plan*, as discussed in the staff report.
7. **Impact of the proposed development on community facilities:** The proposed development would create an increase in traffic and would require the extension of municipal water and sewer services, since the subject site was recently annexed.
8. **Opposition or support of neighborhood residents:** At the time the staff report was prepared, staff received one comment from someone curious about the application.

CHRISTINA RIETH, PLANNING STAFF: Presented the staff report.

FRYE: My question is on Supplementary Use Regulation #5. It says that the architectural design shall be submitted to the Planning Director for review, and a recommendation to the Planning Commission, so will that come back to this body for approval? The architectural standards, the design? That's the way I read this and that it will have to be approved by the Planning Commission so we will see this case as it relates to how it looks? Is that the way its intended to be written or is it supposed to just be Planning Director? Because that's not something we normally do.

SCOTT WADLE, PLANNING DIRECTOR: Christina, I'll defer to you on whether this is the usual text but I'm not familiar with bringing designs back to the Planning Commission.

RIETH: I have not seen this happen before with other self-storage units that we've approved in the past.

FRYE: So just as it relates to the self-storage unit maybe that should be clarified then.

WADLE: Yeah, I think in the past, what we've done is that it's been something reviewed and approved by the Planning Director or Planning Department but I can look up the Supplementary Use.

FRYE: I know we had a case just recently for design look up northwest. I just want to make sure that is what the intent here is.

ALDRICH: Christina, on page 3, on lighting where it shows the applicant has proposed 24-foot tall light pole – the light pole is restricted to 15-foot, but the next sentence, it says, except they are permitted to be taller, provided the Photometric Plan is approved by the Planning Department. Shouldn't there also be a comma that says not to exceed 25-foot? I just want to make sure that we're protecting that 25-foot height.

RIETH: So, in the underlying zoning code, and I apologize for this mistake here, they are limited to 15 feet in height.

ALDRICH: Okay. But it also says that there could be an adjustment right after that so the maximum on that lighting pole is 15-foot, that's it, period, correct?

RIETH: Correct.

ALDRICH: Okay. And then on page 10, #3, it's a paragraph that's following where it's highlighted in red, Supplemental Use Regulations III-D.6.y and then referring to 5, 8, 10, 11, 12, 15, 16, and 19, and if you look at 15, it's been deleted out. So, if you're deleting 15 out, why would you even reference that? And then my follow up question on that is, is this part of the fly zone over there too, would ponds be allowed? Would that interfere in any way, shape or form, causing any more birds to come in and possess a risk as far as bird strikes?

RIETH: I understand. In reference to #15, those are the ones that we recommend keeping so they shall be subject to the following Supplemental Use Regulations so 5, 8, 10, 11, 12, 15, 16, and 19 so we did recommend keeping that provision, and then shall be subject to the following Supplementary Use Regulations.

ALDRICH: Okay, then why is it red lined out if you want to keep it?

RIETH: So, it's as opposed to shall not.

ALDRICH: Okay. I'm still a little confused because if you look over on 15, on page 11, everything is lined out, crossed out.

RIETH: Okay, I see what you're saying. I can make that correction.

WADLE: Just a quick clarification. Number one, the first attachment is the Supplementary Use Regulations, which are in the zoning code which are automatically attached to any case of a certain type, and in this case warehouse/self-storage these are Supplementary Use Regulations. The applicant has requested waiving a bunch of those so the text in red is what the Planning Department staff are recommending to you to keep as a requirement with this case. But if you go further, Commissioner Aldrich, as you pointed out on page 10 this is when we get into the CUP text that's been drafted for this. This is the custom kind of overlay zoning that goes with it. In this case red is what staff's recommending to change from what the applicant submitted and so the crossed out text is where staff's recommending that text be removed that the applicant had suggested. Christina, did I get that correct?

RIETH: I believe so.

WADLE: Okay, so red text on both but they mean different things depending on where you're looking. I do have an answer for the waterfowl, though, and water bodies. So, the property is not platted, and during the platting process, there'll be a drainage plan that will be done. During that process, if there's an issue with flight path and concerns about migratory waterfowl, the drainage can be addressed then, and the creation of the ponds, and how deep they are, and how shallow, etc. at that point.

JAY COOK, BAUGHMAN COMPANY, 315 SOUTH ELLIS, WICHITA, AGENT: To answer the first question, provision 5, does state that it has to come to Planning Commission, that's why we wanted it out of there because I've never seen it. Of course, I've not seen a lot of these provisions actually been enforced. All the others we're okay with keeping. Christina did a good job of going through each of those. I think I was asking for a lot, and she did a good job of going and saying which ones need to stay. Basically, we want the zoning of this, there's already a block of LC, we just want to extend that up a little bit to provide some commercial along a major arterial street. I don't really have too much to add to it. We do agree with staff's recommendations, and what staff has included and taken out. We understand Air Force Bases Overlay. For the life of me I can't seem to find that map, but I trust that 25 feet is what it is on the east side and we will limit any building to being 25 feet or less. And to clarify Mr. Aldrich, the #15 that's marked out was one of our general provisions and we're okay with that. It wasn't the Supplementary Use Regulations.

KENNEDY DUNN, COMMUNITY PLANNER FOR MCCONNELL AIR FORCE BASE: McConnell just has a few couple concerns we want to discuss. The 25-foot is amazing. We're really happy about you guys maintaining that so thank you. The biggest one is located across the street right here is an RV storage like parking lot that we keep on base, and they, as you could see in the previous photo, there are these giant light poles that shine pretty much 24/7 at night to maintain the personnel safety as well as the property that's there. The main concern with this is previously a property owner in this area filed a complaint about the lights, saying it disturbed their bees, which happens, and so we're just concerned about anything coming onto this property being faced with similar situation so we were asking that they incorporated building orientation to maybe tilt a little so that if it's a residential the lights are not completely shining into the room, any like architectural design that could happen to help mitigate that, and landscaping, screening, things of that nature, just a big concern. We just don't want to end up hindering somebody's sleep, but they need to understand those lights will be staying on, and maybe a disclosure of that going out to the residents or the people who are leasing the commercial property, if that's how the developers choose to go. And in addition to that it is under direct flight path so there will be noise there from aircraft occasionally, though it is not in our giant noise contours, it will happen, you'll hear noise, you are right next to an Air Force Base, noise happens. Additionally, we have an EOD range located to the southwest of this area, which for that there are some possibilities of slight noise reaching this area as well. Not extremely

loud, but it will happen and occur. The EOD range several 100 times a year it is utilized, though there is notice that this goes out of the noise so just that can be implemented or shared, if need be. And then the last concern we had was about what part of the property would be utilized as the entrance for this commercial property. Would it come off of South Rock Road or off of 39th? Concerned with coming off of Rock, it comes to traffic. There's several developments happening on this area of Rock Road, and as that continues to happen, traffic is becoming more and more of a problem, and with the main gate being located up a little bit up here, it could cause some serious issues for mission readiness of being able to get the airmen onto the base as needed so we're just going to ask if there's some kind of like a turning line that could be installed, or if the main entrance could come off of 39th or something of that nature, just to kind of go along with that.

ALDRICH: I'm very protective of the base out there and I want to make sure that anything that we do falls in line with basically the wishes within reason of all our military bases but this one in particular. Is there anything else on the staff report that you've seen – can you live with everything? Are you good with it? Anything that really concerns you on this besides what you've already mentioned?

DUNN: No, we were really happy that they chose to take off the asphalt plant there just because any kind of dust could cause some issues also for the aircraft so any kind of use that mitigates that would be great. So, not having the asphalt plant was a good one. Then, again, with the residential, we're just concerned, we don't want people to have difficulty with their own living. Outside of that there was not any that we found to be any hinder to the base at this time. Just anything aside from creating extra lights, again, that's right across the street from bright lights so we're not really worried as much for that for like night training. We're not concerned about the residents being there. Just comes down to the traffic and understanding of the noise being there, and any asphalt trying to maintain like dust things of that nature and traffic, huge.

ALDRICH: The traffic will be handled through Traffic Engineering, correct?

FRYE: Correct.

BRENDA BISHOP, 3900 SOUTH LINDEN STREET, DERBY: I live in the area where the bee guy lives but I'm not the bee guy. My concern is 39th Street. We get a lot of traffic on that now. People cutting from Webb Road to go to 39th Street. She recommended that on this business, in this portion they come out on 39th Street and onto Rock Road. Right now, on Rock Road we do have a turning bay to go onto 39th, thank you for that, it's such a big help. But 39th Street, I don't know if you've been out there, but there's no gutters, there's no shoulder, there's no anything, so it's not really safe. So now, and of course we've got another case coming up, we've got additional traffic on 39th. So, I guess my question is, what are the plans for 39th Street? Because with the residential that we're going to talk about a little bit, it's going to be a problem people dumping on 39th. I do have one other question. Because you guys are giving a lot of information, this isn't my forte, I'm not educated in this, is there just going to be a storage facility there or other things?

FRYE: We'll let the applicant answer that question.

DAVE DIXON, 4015 HEATHER, DERBY: I think it's just this property right here, been there 35 years, and I just want to echo the same concerns that this lady had about traffic on 39th. When I moved in out there this was just a dirt road, and when they blacktopped it, they just blacktopped over it and left rough ditches and everything. So, if we increase traffic in that area onto 39th then the next project you're getting ready to talk about is going to compound that several times more, we're going to have a real 39th traffic area problem so I guess our preference would be not to put the traffic out on 39th is to put it out on Rock Road, and maybe

somewhat go put a turn lane in or something to it. And then again, I have the same concern as she has – what's going in there? Is it going to be just storage for the whole area? Are we going to have a rental strip center? What's going in there? This would be nice to know, or will we have the opportunity to come back and review that when that gets more defined? I understand that it hasn't even been platted yet as well as the next one we're getting ready to talk about and I got some questions about that one as well. So, I guess just kind of generalized, I echo her same sentiments on this thing. Traffic is a big deal, you know, because we have a traffic problem right now with the other areas this went in here.

JAN KNABE, 3803 SOUTH CYPRESS, DERBY: I live right here, and I have just some context for you. The driveway that you pulled into to take those pictures is a residential home that has been there for less than two years. The beekeeper, that is his business, so he is actually trying to maintain income from that so just some context for it. My concern is what kind of business will be going in here which has already been asked and will there be restrictions for in the future of what kind of business would be going in here. My concern for this family right here is how will that affect the single-family home as well as the context of us having traffic come into 39th Street. We do not have an accel decel lane here when we are heading northbound on Rock to turn onto 39th Street. There is a cross right here at this corner from a death that has happened, and that cross has been there probably within the last five years, it hasn't been that long, so we know that there are some issues of safety in that one. The other issues is we are a residential area. We walk up and down this street a great deal, so, without any kind of shoulders or anything to get away from traffic, we have to constantly watch where we are walking and making sure that traffic does see us. So again, it's a safety issue. So, my questions are, what kind of business will that be something that will be maintained until there is maybe a future question about changing it, and will there be accel decel lanes, maybe get off of Rock Road into that, or can we get the traffic off of 39th Street?

COOK: Starting off with the concerns from the Air Force Base. I appreciate the heads up on what's around there. I know that when we do our Photometric Plan, we won't have any lot pollution going off of this particular piece of property. As far as entrances go, once that's platted that's when the City Engineers will get in and decide what needs to be done as far as entrances and where they'll be, and that goes for that piece of property and the property to the east. What's going in is kind of unsure. There's not really any commercial around this area, even though it is zoned commercial, at least in the corner. The CUP we're providing just kind of offers different modes of business that could possibly go in there – could be storage, it could also be a strip center for retail sales. You kind of try to open up as much avenues to be marketable as possible when you're developing a site like this that doesn't really have a lot of commercial around it.

ZIMBELMAN: In all your research on this project, have you come across anything that says what they might do with 39th Street in the future.

COOK: No, and it's a very good question. I know that the speaker talked about how they had blacktopped it recently, and I do know there's an issue with when you annex piece of property into the City that's abutting a County as to who wants to take control of the street. So, if areas to the south were to be annexed into the City by choice of the residents that would become a City maintained road for sure and require City standards on easements. We're trying to provide enough space between it but I can't really answer what might happen with 39th because it's in limbo as far as future development. Chairman Fry, you might be able to help me on that. I know there's a big issue when you annex in, and you're abutting County as far as who takes control of the road.

FRYE: County arterial road but the property was just annexed in 2025 so sometimes it's a split – shared half and half, but I don't know. The CIP has not been published yet for 2025, and beyond.

WADLE: So, I did a quick review of both CIPs, and I did not see any projects for 39th Street. But again, that's just a cursory review while I was sitting here.

FRYE: That'd be something for Commissioner Howell and Council Member Tuttle. Unknown at this point; probably not anytime soon. We'll bring it back to the Commission for action or discussion. Anybody want to take a stab? Alright. I will move that we approve with the conditions as identified in the staff report.

MCKAY: Second.

MOTION: To approve with the conditions as identified in the staff report.

FRYE moved, **MCKAY** seconded the motion, and it carried (11-0).

4.8 ZON2025-00030: Zone Change request in the City from SF-5 Single-Family Residential District to TF-3 Two-Family Residential District to build single-family and two-family homes, generally located north of East 39th Street South and east of South Rock Road.

RECOMMENDATION ACTION: Approve

A portion of the South half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on June 2, 2025, more particularly described as follows: The South half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT therefrom the west 725.00 feet of the South half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential District (SF-5) to TF-3 Two-Family Residential District (TF-3) for a 57.39-acre property, generally located north of East 39th Street East and east of South Rock Road (3802 South Rock Road).

The applicant has indicated they intend to use the site for single-family and two-family residential development. Should the zone change request be approved, there will be no change in setbacks, parking requirements, or maximum height. SF-5 requires a 5,000 square foot minimum lot size, while TF-3 requires a 3,000 square foot minimum lot size per dwelling unit (6,000 square feet for one duplex). Based on the size of the subject site, the applicant could plat the area to contain over 100 lots.

The character of the area is low-density residential. Property to the west is zoned SF-5, and the applicant is requesting a zone change to LC-Limited Commercial. Property across South Rock Road to the west is zoned AFB and is developed as part of McConnell Air Force Base. Property to the north is zoned TF-3 and is currently undeveloped. Properties to the east and south are zoned SF-20 and are developed with single-family dwellings.

CASE HISTORY: The property is not platted. On May 27, 2025, the property was annexed to the City of Wichita. There are no other zoning cases associated with this property.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Undeveloped
SOUTH:	SF-20	Single-family dwellings

EAST:	SF-20	Single-family dwellings
WEST:	AFB	McConnell Air Force Base

PUBLIC SERVICES: The subject site will have access to East 39th Street South, a paved two lane arterial. Municipal water and sewer do not currently serve the site. The nearest city water and sewer utilities are located approximately one quarter mile to the north, serving the Rocky Ford Addition. The intended type of development requires municipal services and building permits will not be granted until this site is adequately served. There are no Wichita Transit routes, or bus stops in the vicinity.

CONFORMANCE TO PLANS/POLICIES: The requested zone change from SF-5 to TF-3 is in conformance with the following plans:

The Community Investments Plan: The 2035 Wichita Future Growth Concept Map, which outlines the preferred development pattern and land uses within the Plan area, identifies this subject site as appropriate for development in the New Residential and Employment Mix, New Employment Growth, and New Residential Growth categories. The New Residential Growth category “encompasses areas that reflect the full diversity of residential development intensities and types typically found in a large urban municipality.” The New Employment Growth category is defined as “areas that likely will be developed or redeveloped by 2035 with uses that constitute centers or concentrations of employment primarily in manufacturing, warehousing, distribution, construction, research, technology, business services, or corporate offices.” However, the Plan states that land in the New Employment category located in proximity to existing residential uses is likely to be developed with “higher-density housing.” The New Residential and Employment Mix category “encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature. Due to the proximity of higher intensity businesses uses, residential housing types within this area likely will be higher density.” Duplex and single-family residential development is an appropriate use for this area.

The Locational Guidelines of the *Community Investments Plan* provide a framework for decision-making regarding land use changes. Under the heading of “Development Pattern, Guideline 1.g. encourages, “Support expansion of existing uses to adjacent areas.” Property to the north of the subject site is zoned TF-3, expanding these uses to the south would be in conformance with the comprehensive plan.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

1. **The zoning, uses, and character of the neighborhood:** The western portion of the property is zoned SF-5, and the applicant is requesting a zone change to LC-Limited Commercial. Property across South Rock Road to the west is zoned AFB and is developed as part of McConnell Air Force Base. Property to the north is zoned TF-3 and is currently undeveloped. Properties to the east and south are zoned SF-20 and are developed with single-family dwellings.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is presently zoned SF-5, which is suitable for a limited number of residential, public, and civic uses, including single-family residences.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The re-

zoning of the parcel to TF-3 is not expected to detrimentally affect nearby properties. Suburban scale development patterns from the north will continue south and abut existing large lot SF-20 Single-Family Residential.

4. **Length of time subject property has remained vacant as zoned:** This portion of the site is currently vacant.
5. **Relative gain to public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval would permit new development in an area on an undeveloped parcel that is also appropriate for such development. Denial may represent a loss of economic opportunity for the applicant.
6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The request to rezone the property as TF-3 Two-Family Residential District aligns with the goals of the *Community Investments Plan* as discussed in the staff report.
7. **Impact of the proposed development on community facilities:** All municipal services are required to be extended in order to support the intended development. The impact of adding additional municipal infrastructure was reviewed by the Wichita Public Works Department during annexation. Costs associated with the expansion of municipal infrastructure generally would be the responsibility of the developer. It is also anticipated that future development in this area will increase traffic on area roadways.
8. **Opposition or support of neighborhood residents:** At the time the staff report was prepared, staff received no comments in regard to the requested zone change.

RAQUEL ORDONEZ, PLANNING STAFF: Presented the staff report.

JAY COOK, BAUGHMAN COMPANY, 315 SOUTH ELLIS, WICHITA, AGENT: If you go back to the zoning slide. What we're doing, basically a continuation of Rocky Ford and Betzen that you all have approved through annexation, through zoning and platting, to just bring this TF-3 down for what's remaining in this part here. What we've done in Rocky Ford and in Betzen has had a mixture of development as far as duplexes and single-family homes. We believe that a lot of Betzen in this area here that was approved and platted this year will actually be more single-family homes and duplexes and you don't really know until you start the development in the market and see what's going on what the best option is but Rocky Ford and Betzen are going to be a healthy mix of single-family and duplexes, and we anticipate the same down here for Kabbaz as well.

MCKAY: How far east does the paving go on Rock Road from 39th?

COOK: I don't actually know the answer to that question. It goes all the way to Webb and then stops at Webb so for a mile east of Rock.

GARNETT DIXON, 4015 HEATHER, DERBY: My question is, and I think that guy there, too, lives right there on the corner where they're going to put in the storage units, and McConnell wishes that it would come off of 39th, the entrance to there, 39th is only a two-lane road. How are you going to get some big truck or some big trailer down 39th and get it into that storage unit? There's not room on 39th.

FRYE: So, we're talking about the parcel to the east of that.

DIXON: I know, and you're talking about the houses down that's right there by the storage units that will be affected by the people coming into that storage unit.

FRYE: If that's what they end up doing there, possibly.

DIXON: Yeah, but, yet they're not going to tell us till they've already started building what they're going to do so how do you know how to vote?

FRYE: It's land use. We're voting on is this a proper use of that land. We do not make a decision on...

DIXON: You don't care how you get in and out of it?

FRYE: That's not our purview. That is more of a Public Works and traffic control. They have to address that when the site is platted and the entrances and exits and so forth.

BRENDA BISHOP, 3900 SOUTH LINDEN STREET, DERBY: I live right here so my house does not back up to this. I have a recommendation, not a question. If you're going to put duplexes in there, maybe you could put them over here and put the single-family homes over here, so we would be impacted less. That's just a recommendation and I know you're going to do what's the best for you and money wise. I did have a neighbor bring up that 39th Street – they wanted to know if it was a code composition asphalt because that is not designed for permanent roads. I know you said you don't have anything to do with the roads, but still, I want it on the record that it was brought up, because when they make determinations on the planning on this layout, how they're going to do the roads and everything – do they look at your notes or not?

FRYE: Probably not.

BISHOP: Okay, well, I'll put it out there anyway.

FRYE: They'll look at the plat, obviously, but not our discussion.

BISHOP: Okay. And then on Rocky Ford, where they're north of where we're at, they did a good job because they have twin homes, and then they have single resident, and they only have one lane out for each one, one exit, so it does control the traffic on Rock Road so that's a little input there. And then, if 39th and you may not know the answer to this, you probably won't, but if improvements are made at 39th, who pays for those?

FRYE: Taxpayers.

BISHOP: Who does? Yeah, I just got my specials paid off for Linden. And then sewer plans also. So, would these be hooked up to Wichita sewer? We're required to have our own septic. So, what's going to happen with these little lots now that they're in the City limits?

KENNEDY DUNN, COMMUNITY PLANNER FOR MCCONNELL AIR FORCE BASE: Just for clarification – McConnell's not 100% stating that needs to come off or desiring it to come off the 39th. We are just asking for some kind of traffic, just mitigation tactic to be installed somewhere, it doesn't have to

be off of 39th. I understand that that could be cumbersome to the residents in that area so I just wanted to clarify that. And then the same thoughts and stipulations before discussing a disclosure of the lights, flight path, noise, just because you're over a little bit doesn't mean it goes away so that's still a problem. I am not aware of this area because it's not provided in the information I was given about this zoning if this is in the McConnell Area of Influence and fits that 25 feet requirement as well, is that correct or not?

FRYE: Staff is shaking their head yes.

JR COX, ZONING ADMINISTRATOR: Yes, it appears to be.

DUNN: Okay, then we just ask for that 25 feet to also be maintained in any kind of development for the height.

JAMES MORGAN, 8725 EAST 39TH STREET SOUTH, DERBY: My address is directly across the street from where they're talking about building duplexes. Don't have a lot of education on this as well, but we bought our home, it's on a five-acre lot. The whole point of buying the home was to go out there with a bunch of neighbors that had five acres, and now 12 big steps from my mailbox, they're talking about building duplexes, so I'm completely against that. Residential homes would be bad enough, but duplexes would be worse so I would ask that you deny the duplexes.

ALDRICH: When you purchased that property, were you aware that across the street from you that that possibility was always there?

MORGAN: Well, obviously, it's a possibility, yeah. I didn't think about it but you know it's a possibility.

DAVE DIXON, 4015 HEATHER, DERBY: I guess I would echo this gentleman. Zoning this multi-family right there, and when you look at the road system it's just going to be a complete nightmare. The traffic is going to be a nightmare, and you're sitting here talking about approving this without any foresight or plan of what you're going to do with traffic or roads, understanding the area hadn't even been platted. I called down and asked, what are the entrances going to be there – well, they don't know, they haven't got it platted yet. Well, how can you go ahead and approve this stuff without any further planning, forward looking planning? I mean, there's things here that you're going to create a nightmare here if you're not careful. And again, I'm just like him, I'm on the five acres directly across the street, and I'm right here on the corner, right here. And so, my question is, what are they going to do with streets and roads? Are they going to do like they did down here and run Heather – this is Cypress – they ran Cypress right on through into this area, created another thing here. Are they going to right Heather right in here and create multiple things here and then just dump everything right out of 39th right there? So, looking at this thing for earlier, I thought, well, maybe they'll go ahead and put roads out like if you look up north at Rock Rocky Ford up there they put access out to the Rock Road. Well, that that would be okay with me, I wouldn't care with that, but I know they're not going to do that because of what you've just approved right here today on this commercial right here. You're going to sit there and commercial this all up and block access for any of this here to out to Rock Road, you're going to force it on the 39th Street, that's going to be a total nightmare. So again, I hope you folks really are thinking forward and maybe putting this on hold until you get some more direction how you're going to access this stuff. Again, the guy's bought the property, he's going to develop it, you can't stop that but throwing duplexes, multi-family housing zoning in this whole area, you're just going to destroy this area by doing that. But they did everything in good taste up at Rocky Ford. I have no problems with what they did up there, you know, but this is going to be a nightmare for traffic, and I hope you guys are thinking about that before you approve this.

JAN KNABE, 3903 SOUTH CYPRESS, DERBY: My question is, what would be – I know you won't know this till it's platted – but what would be the maximum number of homes that could be put into that area based on space and size?

FRYE: That's something that the applicant would have to answer.

KNABE: Okay, then that would be my question for the applicant, and I'm sure he'll say, well, we don't have it platted yet, but I'd still like to know what the options are there. And just a perspective as we moved in up here, I did not even think about the fact that all the people down here would be impacted by these houses, and that's probably two dozen houses. If this is going to be 40, 50, 60 homes, think of the impact of what it would have on this street right here, and all of our houses that we've built, and our lives and our families so we do ask you to please consider not making these duplexes.

COOK: Just cause we've done this before – you and I have gone through this stance quite a bit – you know, the platting process does come after the zoning. All we're asking for is the use and while there's a lot of developers now and our client who has developed Rocky Ford and will be developing Betzen, it's not uncommon to ask for TF-3, even though you may build more single-family than duplex, and that's probably the intent would be to determine what the market is in that area. I'm not going to say. We haven't platted it yet, so I don't know the amount of homes, but what I will say is we don't know the mixture of homes. There will be some single-family homes, there will be duplexes, and it kind of just depends on how the layout is going to be, how we can make sure we're optimizing the space, but not overburdening the area as well. As far as traffic goes and that sort of exits we will do whatever the City and County Engineers state that we need to do. I know entrances and exits are always ingress egress and that these are tricky from the Rock Road side and the 39th side, but all of that goes through a very tenuous process, and our engineers go through a lot of headache to make sure we're getting everything done properly for the best optimal solutions to ingress and egress into a neighborhood.

MCKAY: Well, I think that the people who keep referring to the Rocky Ford these are the same people, evidently and you thought that was a pretty good plan. Imagine this gentleman or gentlemen, whoever it might be, is developing this, they'll develop it probably similar to what it is to the north of it so I'll make a motion at this point in time that we approve the zoning.

DOOL: Second.

MCKAY: A lot of the questions that these folks are asking will be taken up in platting and be part of the required platting.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **DOOL** seconded the motion, and it carried (10-0).

5. **NON-PUBLIC HEARING ITEMS**
NONE

6. **Other Matters/Adjournment**

FRYE: Before we close the meeting I would ask for the board support on this. We have an appointment to the Sustainability Board – this is a City Council – that person has been Cindy Miles. If anyone else has interest in serving on that board, speak now or otherwise I will reappoint her. Seeing none, my motion is to reappoint Cindy Miles to the Sustainability Board. Do I need a second for that?

WARREN: Second.

MOTION: To reappoint Cindy Miles to the Sustainability Board.

FRYE moved, **WARREN** seconded the motion, and it carried (10-0).

Planning Commission adjourned.

State of Kansas)

Sedgwick County) ^{ss}

I, Scott Wadle, Secretary of the Wichita-Sedgwick County Metropolitan Area Planning Commission, do hereby certify that the foregoing copy of the minutes of the meeting of the Wichita-Sedgwick County Metropolitan Area Planning Commission, held on _____, is a true and correct copy of the minutes officially approved by such Commission.

Given under my hand and official seal this _____ day of _____, 2025.

Scott Wadle, Secretary
Wichita-Sedgwick County Metropolitan Area Planning Commission



MEETING MINUTES

Monday, July 7, 2025

3:00 PM

The regular meeting of the Wichita Airport Advisory Board (WAAB) was held in the Administration Building Board Room, 2173 Air Cargo Road and via a virtual format.

MEMBERS PRESENT

Present in Person: Vice Chair Randy Frazer, Marco Alcocer, Tim Bonnell, Mike Greene, Cathy McClain, Bob Rasberry, Sierra Scott, Scott Stiles

Present Virtually: Ebony Clemons

STAFF PRESENT

Present in Person: Jesse Romo, Amanda Bilby, Jill Darge, Nate Hinkel, Darlene Morris, John Oswald, Billy Prokop, Kevin Reiser, Steve Smart, Valerie Wise, Jean Zoglman.

Present Virtually: Chris Dotson

MEMBERS OF THE PUBLIC

Present in Person: David Stilwell, Dr. Sheree Utash

WELCOME AND INTRODUCTIONS

Darge took roll call. Vice Chair Frazer called the meeting to order. A quorum was established.

APPROVAL OF MINUTES

Motion to approve the previous meeting's minutes was made by McClain and seconded by Bonnell. Motion passed unanimously.

DIRECTOR'S REPORT

Romo discussed recent development activity at Jabara Airport, highlighting the significant construction now underway.

Guest Dr. Sheree Utash from WSU Tech presented on campus developments (presentation attached). She awarded Romo a challenge coin for exemplary service. Romo noted the partnership with WSU Tech that made the successful project possible.

Oswald reported on:

- Terminal remodel project: 3 bidders, McCown Gordon selected as low bidder. Construction to begin January 2026.
- Streets project: Ongoing maintenance and repair of roadways and parking lots.
- Utility systems evaluation: PEC contracted to study power and gas infrastructure, including modernization of aging meters.
- Oswald announced his retirement effective the last Friday in August after 26.5 years of service.

Romo noted ongoing staffing and succession planning efforts, including the recent posting of Wise's position and the potential timeframe for Oswald's.

Romo also shared that he was named one of Wichita Business Journal's Executives of the Year, with a recognition luncheon planned for August 14. Romo credited the efforts of his entire staff as well as partnerships with tenants for the honor.

Wise presented on air service developments (presentation attached).

Romo noted that an extension through the end of July was granted for the hotel construction project and that the FAA Part 139 inspection begins July 8.

Bob Rasberry introduced himself as the new board member, appointed by Pete Meitzner. Rasberry is CEO of Yingling and has deep ties to Wichita's aviation community.

STAFF REPORTS

Zoglmn presented the Operating Budget and Capital Improvement Program (presentation attached).

OTHER BUSINESS

Vice Chair Frazer announced annual elections as per WAAB by-laws.

- Vice Chair: Bonnell nominated McClain, seconded by Greene. Motion passed unanimously.
- Chair: Bonnell nominated Frazer, seconded by Greene. Motion passed unanimously.

The next regular Wichita Airport Advisory Board meeting is scheduled to be held at 3:00 p.m. on Monday, August 4, 2025.

Agenda Item No. II-6

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Proclamation Votes

INITIATED BY: City Clerk's Office

AGENDA: Consent

Recommendation: Receive and file the report.

Background: Proclamation requests were received by City Council staff. In accordance with the established procedure, each proclamation request was circulated to the Mayor and City Council members for approval or denial. A proclamation is approved when it receives a minimum of four affirmative votes.

Analysis: Each proclamation request was reviewed individually by the Mayor and City Council members. The responses received for each request were recorded, with the following results:

- Women in Sports Broadcasting Day: Yes 5 (Wu, Johnson, Tuttle, Hoheisel, Ballard); No 0 ; Abstain 0 ; Did Not Reply 2 (Johnston, Glasscock); Presented August 12, 2025;
- Self Awareness Day: Yes 5 (Wu, Johnson, Tuttle, Hoheisel, Ballard); No 0 ; Abstain 0 ; Did Not Reply 2 (Jonston, Glasscock); and
- Saint Paul African Episcopal Church 150th Anniversary Day: Yes 6 (Wu, Johnston, Johnson, Tuttle, Hoheisel, Ballard); No 0; Did Not Reply 1 (Glasscock).

This reporting mechanism ensures transparency and consistency in the approval process for proclamations. As proclamation requests will continue to be received on a rolling basis, this report serves as a regular update to the governing body.

Financial Considerations: There are no financial considerations.

Legal Considerations: The Law Department has reviewed this information.

Recommendations/Actions: It is recommended that the City Council receive and file this report.

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: 2024 Federal Bureau of Investigation Central Kansas Safe Streets Task Force

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the participation in the Federal Bureau of Investigation (FBI) Central Kansas Safe Streets Task Force (SSTF).

Background: The FBI Regional Office in Kansas City organized the Safe Streets Task Force. Expanding its mission of protecting the community from violent offenders, the FBI initiated a partnership with the Wichita Police Department (WPD) and the Sedgwick County Sheriff's Office to replicate the task force in the local FBI office. The task force focuses on violent crimes and specific violent offenders within Wichita.

Analysis: The mission of the SSTF is to identify and target for prosecution, criminal enterprise groups responsible for drug trafficking, money laundering, crimes of violence such as murder, aggravated assault and robbery. The SSTF will enhance federal, state, and local law enforcement efforts through a well-coordinated initiative seeking the most effective investigative and prosecutorial avenues to convict and incarcerate dangerous offenders.

Financial Considerations The FBI reimburses the WPD for overtime up to \$20,707.50 per Task Force Officer per year. Participation in the Task Force entitles WPD to share in a portion of federal seizures, enhancing the department's resources for criminal investigation. For 2024-2025, there are three task force members assigned within the WPD. The WPD is responsible for the base salary and benefits for a task force detective.

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

Recommendations/Actions: It is recommended that the City Council approve the participation of WPD detectives in the FBI Central Kansas Safe Streets Task Force.

Attachment: Notice of Limits on Overtime Reimbursements and Memorandum of Understanding.

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**FEDERAL BUREAU OF INVESTIGATION
CENTRAL KANSAS SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the Wichita Police Department (WPD) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Central Kansas Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment or rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

**C
MISSION**

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Kansas City Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. Case Assignments

13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SSTF Supervisor.

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15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for the FBI Kansas City Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.
22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with

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necessary administrative procedures regarding operation and payment as set forth by the FBI.

24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the SSTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Kansas City Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SSTF personnel.
31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

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33. Records or reports created or obtained by the SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the SSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Wichita Police Department receives a request pursuant to Kansas's public records statute, K.S.A. 45-215 et. seq., the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSTF records, the Wichita Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

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40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

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47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18 and/or Title 21 of the USC while assigned to the SSTF. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI policy, rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
57. Neither the FBI nor the United States shall be responsible for any liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct outside the scope of their duties and assignments pursuant to their federal deputation on the [task force].
58. To the extent permitted by applicable law, [partner agency] agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their duties and assignments.

SALARY/OVERTIME COMPENSATION

59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.
60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of

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SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
64. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

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MEDIA RELEASES

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned state date.
70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
75. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF,

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the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. COMMON LAW TORT CLAIMS

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
 - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
 - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
 - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Kansas City Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

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78. Liability for any conduct by [task force personnel] undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the [task force] shall not be the responsibility of the FBI or the United States.

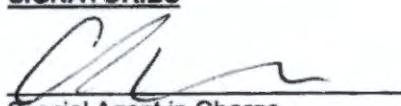
DURATION

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

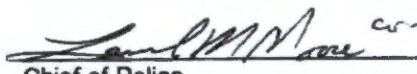
MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.
83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES


Special Agent in Charge
Federal Bureau of Investigation

9/26/2022
Date


Chief of Police
Wichita Police Department

09/22/2022
Date

APPROVAL

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FEDERAL BUREAU OF INVESTIGATION
Central Kansas Safe Streets Task Force
Cost Reimbursement Agreement

SSTF File No.: 281D-KC-C3656403-MOU

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Central Kansas Safe Streets Task Force (SSTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Wichita Police Department (WPD), located at 455 N. Main St, Wichita, KS 67202, Taxpayer Identification Number: 48-6000653, and Telephone Number: 316-268-4107, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI SSTF Memorandum of Understanding (MOU) signed by the Chief of Police of WPD on September 22, 2022, and shall be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse WPD for overtime payments made to officers assigned to and working full time on SSTF related matters.
3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Kansas City Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at WPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI SSTF personnel for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to WPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, WPD shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of WPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Kansas City Financial Liaison Specialist.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from **October 1st of one year through September 30th** of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify WPD of the applicable annual limits prior to October 1st of each year.
6. The number of WPD detectives assigned full-time to the SSTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the SSTF, this number may change periodically, upward or downward, as approved in advance by the FBI.
7. Prior to submission of any overtime reimbursement requests, WPD shall prepare an official document setting forth the identity of each officer assigned full-time to the WPD, along with the regular

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Revised 05/24/2022

and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Kansas City Field Office SSTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the SSTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of WPD's participation on the SSTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:



Charles A. Dayoub
Special Agent in Charge
Federal Bureau of Investigation

Date: 9/26/2022



Lemuel Moore
Chief of Police
Wichita Police Department

Date: 09/22/2022



Financial Liaison Specialist
Federal Bureau of Investigation

Date: 10/6/22

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APPROVED

Revised 05/24/2022



**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: 2025-2026 Drug Enforcement Agency High Intensity Drug Trafficking Area Task Force

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the 2025-2026 grant award.

Background: The Wichita Police Department (WPD) has participated in the Drug Enforcement Agency High Intensity Drug Trafficking area (HIDTA) Task Force since 2002. The mission is to combat the manufacture and importation of methamphetamine and disrupt poly-drug trafficking organizations, thereby reducing the illegal drug availability and impact in Wichita. The Kansas Bureau of Investigation (KBI) is the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA Task Force.

Analysis: The WPD has two years, January 1, 2025 through December 31, 2026, to spend the 2025 retroactive grant award. This award must be exhausted before concurrent ones can be utilized. The KBI will reimburse the City of Wichita for overtime and related expenses for personnel assigned to the task force. Currently, the WPD has one detective designated to the HIDTA Task Force.

Financial Considerations: The KBI will reimburse WPD up to \$77,000 for overtime and related expenses incurred by personnel assigned to the task force. There is no local match requirement.

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

Recommendations/Actions: It is recommended that the City Council approve the 2025-2026 HIDTA grant award addendum and authorize the necessary signatures.

Attachment: Memorandum of Understanding.

Kester, Pamela

From: Teresa Goza <Teresa.Gozza@kbi.ks.gov>
Sent: Monday, June 30, 2025 2:41 PM
To: Kester, Pamela
Subject: 2025 HIDTA FUNDS MOU
Attachments: HIDTA 2025 MOU WICHITA PD.pdf; Wichita PD.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Attached is the MOU for the 2025 HIDTA funds. All reimbursement packages are due by the 15th of the month for expenses that were incurred the previous month. The reimbursement form has had the orientation changed to portrait, and there is now a section for financial certification. Please make sure that this form has both the agency certification, and the financial certification completed before it is submitted for reimbursement.

Please be sure that your agency is tracking expenses and is updating the cumulative expenses on the reimbursement form. I have attached a tracking spreadsheet to help with this process in case your agency is not doing so already.

Thank you,

Teresa Goza
Accountant IV
Fiscal
Kansas Bureau of Investigation
15700 College Blvd., Suite 100, Lenexa, KS 66219-1473
Cell: 913-609-1272
Fax: 913-671-2042

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KANSAS BUREAU OF
INVESTIGATION
DEDICATION | SERVICE | INTEGRITY

Tony Mattivi
Director

Kris W. Kobach
Attorney General

Mayor Lily Wu
City of Wichita
445 N. Main
Wichita, KS 67202

June 30, 2025

Dear Mayor Wu,

Attached for your review and signatures are documents relating to the Wichita Police Department's 2025 operating budget for the Midwest HIDTA Wichita DEA Task Force Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

If your agency has any prior year HIDTA funds available, those funds must be exhausted before the 2025 funds can be used.

Please forward a copy of this MOU to your fiscal office.

Thank you for supporting the Midwest HIDTA.

Award #: HID1425G0466-00
Initiative: Wichita DEA Task Force
Award Maximum: \$77,000.00
Award Period: January 1, 2025 - December 31, 2026

Sincerely,

Teresa Goza
HIDTA Accountant IV
Kansas Bureau of Investigation

**MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (Midwest HIDTA)
MEMORANDUM OF UNDERSTANDING
WICHITA DEA TASK FORCE**

HID1425G0466-00
01-01-2025 / 12-31-2026
CFDA number 95.001

The Office of National Drug Control Policy (ONDCP) has awarded High Intensity Drug Trafficking Area (HIDTA) funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the WICHITA DEA TASK FORCE INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

Program Standards

HID1425G0466-00

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

Invoicing

Each agency receiving reimbursements will invoice on the fifteenth of every month for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Audit Readiness and Compliance

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive \$25,000 or more, and every three years for awardees that receive \$25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

Operations

1. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. All equipment purchases shall be made in accordance with the HIDTA program policy. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this document titled Invoicing. In the event all available travel funds for non-federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.
3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETNET, EPIC NCLSS.
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. **Wichita Police Department** shall agree to designate one commissioned officer to the Wichita DEA HIDTA Task Force pursuant to the terms and conditions of the DEA document titled State and Local HIDTA Task Force Agreement.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J and K.

Appendix A: Task Force Initiative

Appendix B: Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 4040-0007, Assurances – Non-Construction Programs

Appendix E: OMB Form 4040-0009, Assurances – Construction Programs

Appendix F: OMB Form, Certification Regarding Lobbying

Appendix G: OMB Form, Disclosure of Lobbying Activities

Appendix H: HIDTA Reimbursement Form

Appendix I: HIDTA Award Agreement

Appendix J: FAPO Risk Assessment Tool

Appendix K: HIDTA Single Audit Certification

Fiscal Contact KBI: Teresa Goza
Kansas Bureau of Investigation
15700 College Blvd., Suite 100
Lenexa, KS 66219-1473
913-942-3020
teresa.goza@kbi.ks.gov

Project Manager KBI: Kelly Ralston, Assistant Director
Kansas Bureau of Investigation
625 Washington
Great Bend, KS 67530-5442
kelly.ralston@kbi.ks.gov

State Coordinator: Todd Hixson
Midwest HIDTA
10220 NW Ambassador Dr., Suite 700
Kansas City, MO 64153
913-967-9156
thixson@midwest-hidta.gov

Participating Agency: Lily Wu, Mayor
City of Wichita
455 N. Main
Wichita, KS 67202-1600
316-268-4331

Project Manager WPD: Joe Sullivan, Chief
City of Wichita Police Department
455 N. Main
Wichita, KS 67202-1600
316-268-4158

Fiscal Contact HPD: Pam Kester, Administrative Services
City of Wichita Police Department
455 N. Main
Wichita, KS 67202-1600
316-268-4107

Participating Agency:
City of Wichita

Lily Wu, Mayor

Date

Through Wichita Police Department

Joe Sullivan, Chief

Date

Fiscal Agent:
Kansas Bureau of Investigation

Tony Mattivi, Director

Date

FY 2025 ENFORCEMENT INITIATIVE DESCRIPTION BUDGET PROPOSAL (INVESTIGATIVE)

HIDTA: Midwest HIDTA
INITIATIVE TITLE: Wichita DEA Task Force
LEAD AGENCY(S): Drug Enforcement Administration
CO-LOCATION SITE: Wichita, KS

DESCRIPTION**Initiative Purpose**

The Wichita DEA Task Force is a DEA led initiative that was created and funded in 2002. The Initiative is a cooperative partnership between federal and state and local law enforcement agencies in the Wichita metropolitan area. The Initiative is comprised of a single enforcement group that shares collocated space at the DEA's Wichita Resident Office. The task force focuses on significant Mexican methamphetamine and poly-drug trafficking organizations (DTOs) operating in its area of responsibility (primarily Sedgwick County). All enforcement and investigative operations are coordinated through the deconfliction services provided by the Midwest HIDTA ISC, which assist in enhancing officer safety and increase efficiency by reducing duplication of effort.

Threat Priorities

International, regional and local DTOs affiliated with Mexican transnational criminal organizations (TCOs) that distribute methamphetamine, as well as heroin/synthetic opioids and other drugs are the primary threat in the Initiative's area of responsibility. The task force initiates investigations of DTOs operating in its area of responsibility, which primarily consists of the greater Wichita area.

Investigative Approach

The Wichita DEA Task Force utilizes a variety of investigative techniques that include traditional undercover operations where controlled substances are purchased from investigative targets, physical and electronic surveillance, the execution of search warrants, controlled deliveries and Title IIIs and OCDETF designated cases. The Initiative is also engaged in interdiction activities on area highways and at hotels/motels and transit facilities. HIDTA funding is used to enhance the Initiative's efforts and consists of salary, fringe and overtime for state and local investigators, PE/PI, investigative travel, investigative supplies and various office supplies and services.

Budget Detail

2025 - Midwest

Initiative - Wichita DEA Task Force Investigation
 Award Recipient - KANSAS BUREAU OF INVESTIGATION (HID24000021)
 Resource Recipient - KANSAS BUREAU OF INVESTIGATION

Awarded Budget (as approved by ONDCP)		\$3,844,727.00
Personnel	Quantity	Amount
Analyst - Intelligence	1	\$26,000.00
Investigative - Law Enforcement Officer	2	\$115,718.00
Total Personnel		\$141,718.00
Fringe	Quantity	Amount
Analyst - Intelligence	1	\$2,042.00
Investigative - Law Enforcement Officer	2	\$27,164.00
Total Fringe		\$29,206.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$18,343.00
Total Overtime		\$18,343.00
Services	Quantity	Amount
Vehicle lease - passenger	1	\$8,400.00
Total Services		\$8,400.00
Supplies	Quantity	Amount
Investigative/Operational		\$3,207.00
Total Supplies		\$3,207.00
Total Budget		\$200,874.00

**Midwest HIDTA Equipment Inventory
Additions/Transfers/Disposals**

Purchase Date:	_____
Manufacturer's Serial Number:	_____
Manufacturer/Vendor:	_____
Cost:	_____
Purchase Condition:	_____
HIDTA #:	_____
Description:	_____
Purchasing Agency:	_____
HIDTA Funding %:	_____
Agency Asset #:	_____
Title Holder:	_____
Initiative:	_____
Custodian Agency:	_____
Physical Location:	_____
City:	_____
State	_____
Transferred From:	_____
Current Condition:	_____
Surplus Date:	_____
Reason for Disposal:	_____
Disposal Method:	_____
Notes:	_____
Name:	_____

[View Burden Statement](#)OMB Number: 4040-0007
Expiration Date: 02/28/2025**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§8101-8107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

APPENDIX D

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§489a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 108(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

[View Burden Statement](#)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-648) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: CITY OF WICHITA * Street 1: 455 N MAIN ST Street 2: <input type="checkbox"/> * City: WICHITA State: KS: Kansas Zip: 67202-1600 Congressional District, if known: <input type="checkbox"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: KANSAS BUREAU OF INVESTIGATION * Street 1: 1620 SW TYLER Street 2: <input type="checkbox"/> * City: TOPEKA State: KS: Kansas Zip: 66612-1837 Congressional District, if known: <input type="checkbox"/>		
6. * Federal Department/Agency: ONDCP		7. * Federal Program Name/Description: HIDTA CFDA Number, if applicable: 95.001
8. Federal Action Number, if known: HID1425G0466-00		9. Award Amount, if known: \$ <input type="checkbox"/>
10. a. Name and Address of Lobbying Registrant: Prefix <input type="checkbox"/> * First Name <input type="checkbox"/> Middle Name <input type="checkbox"/> * Last Name <input type="checkbox"/> Suffix <input type="checkbox"/> * Street 1 <input type="checkbox"/> Street 2 <input type="checkbox"/> * City <input type="checkbox"/> State <input type="checkbox"/> Zip <input type="checkbox"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="checkbox"/> * First Name <input type="checkbox"/> Middle Name <input type="checkbox"/> * Last Name <input type="checkbox"/> Suffix <input type="checkbox"/> * Street 1 <input type="checkbox"/> Street 2 <input type="checkbox"/> * City <input type="checkbox"/> State <input type="checkbox"/> Zip <input type="checkbox"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input type="checkbox"/> * Name: Prefix <input type="checkbox"/> * First Name LILY Middle Name <input type="checkbox"/> * Last Name WU Suffix <input type="checkbox"/> Title: MAYOR Telephone No.: <input type="checkbox"/> Date: <input type="checkbox"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Midwest HIDTA
Reimbursement Request Form

Agency

Wichita Police Department
 455 N. Main
 Wichita, KS 67202-1600

Dept. Code

KBI use only
 Vendor ID 62776-54-001
 Grant #2515

Invoice for the month of:

2025 Funding Year 01/01/2025 to 12/31/2026

Initiative: Wichita DEA Task Force HID1425G0466-00

CFDA # 95.001

Enter data in this
 column only

Category	Beginning Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Salary - Weidner	\$ 61,262.00			\$ 61,262.00
Fringe - Weidner	\$ 15,738.00			\$ 15,738.00
Total	\$ 77,000.00	\$ -	\$ -	\$ 77,000.00

Agency Authorization / Date	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Captain, Dan East DEast@wichita.gov		
Finance Officer Please Print Pam Kester	Phone Number (316) 268-4107	E-mail form to Pkester@wichita.gov (316) 858-7704

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature

Date: _____



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

Recipient Information		Federal Award Information	
<p>1. Recipient Name KANSAS BUREAU OF INVESTIGATION 1620 SW TYLER ST TOPEKA, KS 66612-1800</p> <p>2. Congressional District of Recipient 02</p> <p>3. Payment System Identifier (ID) 48-1124839</p> <p>4. Employer Identification Number (EIN) 481124839</p> <p>5. Data Universal Numbering System (DUNS)</p> <p>6. Recipient's Unique Entity Identifier (UEI) MQ3SSN5SNG84</p> <p>7. Project Director or Principal Investigator TERESA GOZA Accountant IV TERESA.GOZA@KBIKS.GOV 9139423020</p> <p>8. Authorized Official ANTHONY MATTIVI KBIDIRECTOR13@KBIKS.GOV 785-296-8200</p>		<p>11. Award Number HID1425G0466-00</p> <p>12. Unique Federal Award Identification Number (FAIN) HID1425G0466</p> <p>13. Statutory Authority P.L. 119-4</p> <p>14. Federal Award Project Title High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award</p> <p>15. Assistance Listing Number 95.001</p> <p>16. Assistance Listing Program Title High Intensity Drug Trafficking Areas</p> <p>17. Award Action Type New</p> <p>18. Is the Award R&D? No</p>	
Summary Federal Award Financial Information			
<p>19. Budget Period Start Date 01/01/2025 - End Date 12/31/2026</p> <p>20. Total Amount of Federal Funds Obligated by this Action \$3,844,727.00</p> <p>20a. Direct Cost Amount \$3,844,727.00</p> <p>20b. Indirect Cost Amount \$0.00</p> <p>21. Authorized Carryover \$0.00</p> <p>22. Offset \$0.00</p> <p>23. Total Amount of Federal Funds Obligated this budget period \$0.00</p> <p>24. Total Approved Cost Sharing or Matching, where applicable \$0.00</p> <p>25. Total Federal and Non-Federal Approved this Budget Period \$3,844,727.00</p> <p>26. Period of Performance Start Date 01/01/2025 - End Date 12/31/2026</p> <p>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$3,844,727.00</p>			
<p>28. Authorized Treatment of Program Income</p> <p>29. Grants Management Officer - Signature Lisa Newton Grants Management Specialist</p>			
30. Remarks			

New Award



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

Recipient Information	
Recipient Name KANSAS BUREAU OF INVESTIGATION 1620 SW TYLER ST TOPEKA, KS 66612-1800	
Congressional District of Recipient 02	
Payment Account Number and Type 48-1124830	
Employer Identification Number (EIN) Data 481124839	
Universal Numbering System (DUNS) MQ3SSN5SNG84	
Recipient's Unique Entity Identifier (UEI) MQ3SSN5SNG84	
31. Assistance Type Project Grant	
32. Type of Award Other	

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. Total Personnel Costs	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$3,844,727.00
i. Contractual	\$0.00
j. TOTAL DIRECT COSTS	\$3,844,727.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$3,844,727.00
m. Federal Share	\$3,844,727.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes						
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CPDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID1425G0466	HID	410001	95.001	\$3,844,727.00	011202520261070000



Office of National Drug Control Policy

Notice of Award

Award# HHD1425G0466-00

FAIN# HHD1425G0466

Federal Award Date: 05/23/2025

35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

- (1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
- (2) This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
- (3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the recipient’s audited fiscal year to [The Federal Audit Clearinghouse \(fac.gov\)](#)
- (4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
- (5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
- (6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
- (7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.
- (8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.
- (9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP’s conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;



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recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.



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(11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

(12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.

(13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:

- Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

(14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.

(15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

(16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—

- the percentage of the total costs of the program or project which will be financed with federal money;
- the dollar amount of federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and



Office of National Drug Control Policy

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performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00
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Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.niac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

- Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.


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- (a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level, but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- (b) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- (c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
- (1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors	EXAMPLES			Lower	Risk Level		Higher
	Lower Risk State	Moderate Risk State	Higher Risk State		1	2	
AREA 1: COMPLIANCE – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting							
Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process							
Level of Clarity	Clear & precise	Open to interpretation/generic	Unclear and imprecise				
Degree of maturity/stability	Well-established & time-tested	Recently enacted/evolving (<3 years)	Brand New or unestablished				
Complexity	Simple & straight forward	Involves judgement & some complexity	Highly complicated or judgmental				
AREA 2: HUMAN CAPITAL – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance							
Knowledge/familiarity of staff with process	Highly knowledgeable & familiar	Average familiarity	Staff are new or unfamiliar				
Degree of management process ownership/control	Processes fully in-sourced and under management's direct control	Mixed in & out-sourced processing or some control delegated to others	Significant outsourcing or delegation of processes to others' control				
Workload Stress	Low staff turnover; no workforce constraints or other stressors	Moderate staff turnover: some workforce constraints	High staff turnover; notable workforce constraints adding stress				
AREA 3: OPERATIONS – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance							
Characteristics of the manual and automated activities & technology applications comprising this business process							
Uniformity	Highly standardized	Some variations occur	Highly variable				
Complexity	Simple & straightforward	Moderately complicated	Complicated/cumbersome/ error prone				
Regularity	Routine	Periodic/infrequent	Non-routine/Rare				
Maturity or Stability	Stable, well-established, time-tested	Evolving/in transition (<3 years)	Brand new, unestablished, unstable				
Extent of handling	One/two "Touch-points"	Multiple processing steps/applications	Many people/steps/apps involved				
Dispersion	Centralized within one location/function	Moderately dispersed among multiple locations/function	Highly dispersed among many different location/functions				
AREA 4: NATURE OF TRANSACTIONS – risk posed by the qualitative and quantitative characteristics of transactions generated by the process							
Transaction volume	Extensive transactions (1000+)	Many transactions (100+)	Few transactions (10+)				
Transaction Frequency	Systematic/recur on a regular basis	Happens periodically/cyclically	Happens infrequently or rarely				
Individual transaction sizes	Small dollar (< 1/1000 th of materiality)	Moderate dollar (>1/1000 th of materiality & <1/100 th of materiality)	Large dollar (>1/100 th of materiality)				
Impact of estimates on financial reporting transactions	Little/no impact of estimates/all transaction variable are known/no estimation judgement involved	Moderate impact of estimates/most transaction variables are known/some estimation judgement involved	Significant impact of estimates/some transaction variables are derived amounts/high judgement required				
Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other	Assets are immoveable or have no intrinsic value/information is	Assets are moveable and have some intrinsic value/information is	Assets are moveable and have a significant intrinsic				

FAPO RISK ASSESSMENT TOOL

security issues		easily safeguarded/low risk of concealable theft or diversion	capable of diversion/moderate risk of concealable theft or diversion	valuable/information is capable of diversion/high risk of concealable theft or diversion	
AREA 5: MANAGEMENT'S RECENT EXPERIENCE – indications of possible lingering risks based upon management's experience with events during the pasts 3 years					
Prior annual financial statement or other audit results					
Controls & Compliance issues raised		No findings related to this process	Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or "high-risk" matters cited by auditors for this process	
Adjustments by auditors		None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality	
Adjustments by management		Few adjustments/routine in nature/mall dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature	
Results of management's recent Statement of Assurance assessments		No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process	
Management's day-to-day experience					
Accounting errors or irregularities (known fraud)		Few error/adjustments	adjustments	Significant errors/adjustments	
Information available to monitor performance		Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis	
Typical accounting analysis needed by management in this area		Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis	
Overall nature of issues, errors or adjustments		A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention	
AREA 6: MANAGEMENT'S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process					
Management overall prognosis of material adverse risks for this process		Remote	Reasonably Possible	More Likely than Not	

Assessment performed by: _____

Date: _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133

Single Audit (2 C.F.R. Part 200, Subpart F)

Agreement between the City of Wichita and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2025 to 12/31/2026 in the amount of \$77,000.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of Dates, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements. This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Wichita

Sub recipient's SAM UEI # _____ expires _____

Federal Employer Identification Number (FEIN):_____

Signature: _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____

Here is the link to our audit report. _____ If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____ to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.
3. We are not subject to Circular A-133 audit because:
 - a) We are a for-profit organization.
 - b) We expend less than \$1,000,000 in federal awards annually.
 - c) Other (please explain): _____

Midwest HIDTA
4ID1425GG0466-00

WICHITA DEA TASK FORCE
WICHITA POLICE DEPARTMENT
Budget Worksheet
01/01/2025-12/31/2026

SUBAWARD
2515-HIDTA

Initial Award
Reprogrammings
Amend

PERSONNEL WEIDNER	FRINGE WEIDNER	Total
61,262.00	15,738.00	77,000.00
		- - - - - -

Total Funding
Reimbursement
Request Month

01/2025

		- - - - - - - - - -
--	--	------------------------------------------------

Spent to Date
Remaining Balance

	61,262.00	15,738.00	77,000.00

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolutions.

Background: The City is planning to offer for sale one series of General Obligation (GO) temporary notes in the principal amount not to exceed \$100,000,000 (Series 322) and two series of GO bonds (Series 836 and 837) in the principal amount not to exceed \$45,000,000. Bonds and notes are used to finance the costs of capital improvement projects. During the construction phase of a project, the City finances construction costs by issuing temporary notes. These notes mature in one year. Depending on the length of the construction phase, notes may be renewed for several years. When a project is completed, maturing notes are usually either paid off with cash or permanently financed with the issuance of bonds.

Analysis: The City's fall 2025 bond and note sale includes one issue of notes and two issues of bonds, as follows:

Temporary Notes

The proceeds from the sale of the Series 322 Temporary Notes will be used to provide interim financing for special assessment improvement district projects and public improvement projects. Temporary Note Series 322 will be issued in a principal amount of approximately \$95,365,000.

General Obligation Bonds

The Series 836 Bonds will be issued in a principal amount of approximately \$24,360,000 and will be used to permanently finance special assessment projects. The Series 837 Bonds will be issued in a principal amount of approximately \$10,000,000 and will be used to permanently finance special assessment projects and improvements related to Tax Increment Financing (TIF) projects. Series 837 bonds will be taxable under Federal law due to the nature of the improvements being financed.

Resolutions have been prepared to authorize the City to proceed with the sale of bonds and notes and to coordinate with bond counsel and the City's financial advisor on related activities necessary to facilitate the sales. These activities include the preparation and distribution of the Preliminary Official Statements and Notices of Sale. In addition, the resolutions authorize the City Manager or his designee to award the sale of the bonds and notes subject to the parameters established in the resolutions.

Bids will be accepted electronically through the PARITY Electronic Bid Submission System on Thursday, September 11, 2025, and the City Manager or his designee will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City. At the next scheduled meeting after the bond sale, staff will present the results to the City Council for the ratification of the award of bids by the City Manager or his designee and approve the ordinances and resolutions authorizing the issuance of the bonds and notes.

Financial Considerations: The City of Wichita awards the sale of bonds and notes to the bidder with the lowest true interest cost, or (TIC). Using the TIC to calculate the bids accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of its present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments.

The Series 322 Temporary Notes will mature on October 15, 2026, and will be retired using the proceeds of permanent financing bonds, renewal notes and/or other available funds of the City.

The Series 836 GO Bonds will mature serially over 15 and 20 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 836 Bonds will be callable beginning in 2032 at par and are payable from the collection of special assessments levied against benefiting properties, and if necessary, from City-wide ad valorem taxes.

The Series 837 Taxable GO Bonds will mature serially over 10 and 15 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 837 Bonds will be callable beginning in 2032 at par and are payable from special assessments levied against benefiting properties and TIF revenues and if necessary, from city-wide ad valorem taxes.

Legal Considerations: The Law Department has reviewed and approved the resolutions as to form, authorizing the sale of the bonds and notes and directing the publication and distribution of the Notices of Sale (prepared by the City's bond counsel).

Recommendation/Action: It is recommended that the City Council adopt the resolutions authorizing the bonds and temporary notes; authorizing preparation of the Preliminary Official Statements in connection with the bond and note sales; approving the distribution to prospective bidders of the Preliminary Official Statements; authorizing publication and distribution of the Notices of Sale; authorizing the City Manager or his designee to award the bond and note sales subject to the parameters of the resolutions; and authorizing City staff, in consultation with bond counsel, to take such further action as is reasonably required to implement the resolutions.

Attachments: Sales Resolutions
Official Notices of Sale.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds came on for consideration and was discussed.

There was presented on the Governing Body’s consent agenda a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS.**

Thereupon, _____ moved that the consent agenda be passed. The motion was seconded by _____. The motion that the consent agenda be passed, including adoption of the Resolution, was carried by the vote of the Governing Body, the vote being as follows:

Aye:

Nay:

The Mayor declared the Resolution duly adopted; the Deputy Clerk designating the same Resolution No. 25-____.

* * * * *

(Other Proceedings)

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* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Shinita Rice, Deputy City Clerk

RESOLUTION NO. 25-377

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), has heretofore authorized the acquisition, construction and equipping of various public improvements (the “Improvements”) to be paid from the proceeds of general obligation bonds to be issued by the City pursuant to the laws of the State of Kansas and certain Charter Ordinances of the City; and

WHEREAS, the City has heretofore issued and has outstanding temporary notes, the proceeds of which were applied to temporarily finance a portion of the costs of the Improvements (collectively the “Notes”); and

WHEREAS, the City proposes to issue its general obligation bonds to permanently finance all or a portion of the costs of the Improvements and to retire all or a portion of the Notes; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department, Gilmore & Bell, P.C., as bond counsel (“Bond Counsel”) and Piper Sandler & Co., as municipal advisor (the “Municipal Advisor”) to proceed with the offering for sale of said general obligation bonds and related activities, including the preparation and distribution of a Preliminary Official Statement and Notice of Bond Sale; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of said general obligation bonds and general obligation refunding bonds, the Governing Body desires to authorize the City Manager or designee to confirm the sale of such general obligation bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinances and resolutions providing for the issuance thereof.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the following general obligation bonds (collectively, the “Bonds”) of the City:

<u>Description</u>	<u>Series</u>
General Obligation Bonds	836
Taxable General Obligation Bonds	837

as more fully described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date, with such modifications as may be approved by the City Manager or designee, and as to form by the Department of Law.

Section 2. The Director of Finance, in conjunction with Department of Law, Bond Counsel and the Municipal, is hereby authorized and directed to cause to be prepared a Preliminary Official Statement and to use such document in connection with the public sale of the Bonds.

Section 3. The Director of Finance, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Bond Sale and the Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notices. Such proposals shall be reviewed by the City Manager or designee, and the Director of Finance and acted upon by the City Manager or designee, who shall have the authority to award the sale of the Bonds, subject to the following parameters:

Series	Maximum Principal Amount	Maximum TIC
836	\$30,000,000	6.25%
837	15,000,000	7.00%

The City Manager or designee also has the authority to reject certain or all proposals. At its next scheduled meeting following the sale of the Bonds the Governing Body shall ratify the actions of the City Manager or designee and approve ordinances and resolutions authorizing the issuance of the Bonds.

Section 4. For the purpose of enabling the purchasers of the Bonds (collectively, the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "SEC Rule"), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the SEC Rule to certain national repositories and the Municipal Securities Rulemaking Board (the "MSRB"), as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the SEC Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and with the requirements of MSRB Rule G-32.

Section 5. The Mayor, City Manager, Director of Finance, Clerk's office, the Law Department and the other officers and representatives of the City, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

The transactions described in this Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

Gilmore & Bell, P.C.
07/17/2025

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2025

Re: City of Wichita, Kansas, General Obligation Bonds, Series 836, and Taxable General Obligation Bonds, Series 837; each dated October 1, 2025 (collectively, the "Bonds")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the purchaser of each series of Bonds (collectively, the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "SEC Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the SEC Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Lily Wu, Mayor

By: _____
Mark L. Manning, Director of Finance

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF BOND SALE

<i>Principal Amount</i>	<i>Description</i>	<i>Series</i>	<i>Reference</i>
\$24,360,000*	General Obligation Bonds	836	"Series 836 Bonds"
10,000,000*	Taxable General Obligation Bonds	837	"Series 837 Bonds"

*Subject to change

The Series 836 Bonds are referred to as the "Tax Exempt Bonds." The Series 837 Bonds are referred to as the "Taxable Bonds."

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Separate electronic bids for the purchase of each series of the above-referenced bonds (collectively, the "Bonds") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via **PARITY®** at the times indicated in the table below on **THURSDAY, SEPTEMBER 11, 2025** (the "Sale Date"):

<i>Series</i>	<i>Submittal Hour (CDT)</i>
836	10:00 A.M.
837	10:30 A.M.

All bids will be publicly evaluated at said time and place and the award of each series of the Bonds to the successful bidder therefor (collectively the "Successful Bidder") will be acted upon immediately thereafter by the City Manager or designee and subsequently ratified by the City Council (the "Governing Body") of the City at its next regular meeting. All bids must be submitted via **PARITY®**. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of each series of the Bonds will be considered. Other capitalized terms not otherwise defined in this Notice of Bond Sale shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Each series of Bonds shall be sold separately, and bidders may bid on any or all series of Bonds.

Terms of the Bonds

General. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the "Authorized Denomination"). Each series of the Bonds will be dated October 1, 2025 (the "Dated Date"), and will become due in principal installments as follows:

Series 836 Bonds. The Series 836 Bonds will become due in principal installments as follows:

Payment Date (June 1)	Principal Amount*	Payment Date (June 1)	Principal Amount*
2026	\$835,000	2036	\$1,490,000
2027	1,040,000	2037	1,545,000
2028	1,080,000	2038	1,610,000
2029	1,120,000	2039	1,675,000

2030	1,165,000	2040	1,745,000
2031	1,220,000	2041	810,000
2032	1,265,000	2042	850,000
2033	1,320,000	2043	890,000
2034	1,370,000	2044	930,000
2035	1,425,000	2045	975,000

Series 837 Bonds. The Series 837 Bonds will become due in principal installments as follows:

Payment Date (December 1)	Principal Amount*	Payment Date (December 1)	Principal Amount*
2026	\$400,000	2034	\$850,000
2027	565,000	2035	895,000
2028	625,000	2036	535,000
2029	655,000	2037	565,000
2030	695,000	2038	595,000
2031	735,000	2039	635,000
2032	770,000	2040	670,000
2033	810,000		

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on June 1 and December 1, beginning on June 1, 2026 (the "Interest Payment Dates").

***Principal Amount Subject to Change.** The City reserves the right to adjust the total principal amount of any series of the Bonds and the principal amount of any maturity, depending on the purchase price bid by the Successful Bidder and amounts necessary to finance the public improvements to be financed thereby or refund the Refunded Bonds, as applicable, subject to minimum Authorized Denominations, but in no event will the total principal amount of each series of Bonds exceed the amounts set forth in the table below.

Series	Maximum Principal Amount
836	\$30,000,000
837	15,000,000

If there is an adjustment in the final aggregate principal amount of any series of the Bonds or the principal amount of any maturity as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the Sale Date. Any adjustment in principal amount for any series will maintain the Successful Bidder's compensation set forth on the original bid form as a percentage of the total principal amount of such series against the final aggregate principal amount for the Bonds and maturities thereof, as adjusted. At the request of the City, the Successful Bidder agrees to execute a revised bid form or repayment schedule reflecting the adjusted principal amounts and purchase price. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of each series of the Bonds or the schedule of principal payments as described herein.

Place of Payment and Registration

Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest

on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Registration. The Bonds will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas (the “State”). The City will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System

The Bonds shall be initially registered in the name of Cede & Co., as the nominee of The Depository Trust Company (“DTC”) and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners, replacement Bonds in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption Provisions

General. Whenever the City is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption.

Series 836 Bonds. At the option of the City, the Series 836 Bonds maturing in the years 2033 and thereafter will be subject to redemption and payment prior to maturity on June 1, 2032, and thereafter, as a whole or in part (selection of the amount of Series 836 Bonds to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as percentage of the principal amount), plus accrued interest thereon to the date of redemption.

Series 837 Bonds. At the option of the City, the Series 837 Bonds maturing in the years 2033 and thereafter will be subject to redemption and payment prior to maturity on December 1, 2032, and thereafter, as a whole or in part (selection of the amount of Series 837 Bonds to be redeemed to be determined by the

City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as percentage of the principal amount), plus accrued interest thereon to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of any series of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all of such series of Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; (b) callable and noncallable serial maturities of such series of Bonds may not be combined in the same Term Bond maturity; and (c) a bidder shall make such an election by completing the applicable information on PARITY®.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Successful Bidder. In addition, the City shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security

General. The Bonds are being issued pursuant to the Constitution and statutes of the State of Kansas, as amended by Charter Ordinances of the City, to: (a) provide for permanent financing for various internal improvements and to retire previously issued temporary Notes of the City that financed such improvements. The City may use the proceeds of the Bonds to pay the cost of additional or substituted improvements upon compliance with the terms of the resolution authorizing the issuance of such Bonds.

Security.

Series 836 Bonds. The Series 836 Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain internal improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Series 836 Bonds as the same become due.

Series 837 Bonds. The Series 837 Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain internal improvements and in part from tax increment revenues of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Series 837 Bonds as the same become due.

Submission of Bids

Separate bids shall be submitted for each series of the Bonds, which shall be sold separately. All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. ***Any bid submitted shall include the initial offering prices to the public for each maturity of the applicable series of the Bonds.*** If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

Proposals will be received for each series of the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 3% for the Tax Exempt Bonds and plus 4% for the Taxable Bonds; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No bid for less than ***100%*** of the principal amount of each series of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) an estimate of the TIC (as hereinafter defined) on the basis of such bid. ***Each bidder shall certify to the City the correctness of the information contained on the bid form. The City will be entitled to rely on such certifications.*** Each bidder agrees that, if it is awarded any series of the Bonds, it will provide the certification described under the captions “Establishment of Issue Price” and “Reoffering Prices –Taxable Bonds” in this Notice.

Good Faith Deposit

General. The Successful Bidder for each series of the Bonds shall submit a good faith deposit (the Deposit”) in an amount equal to ***2%*** of the principal amount of the applicable series of the Bonds as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. ***Each Deposit must be in the form of a wire of Federal Reserve funds (as described below), immediately available for use by the City.*** **The Deposit is only required from the Successful Bidder for each Series of Bonds and must be received by 2:00 p.m. applicable Central Time on the Sale Date.** If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the City. If a bid is accepted, but the City fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details. The wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***The wire transfer Deposit must reference “City of Wichita, Kansas, Good Faith Deposit, Series 836, or Series 837.”*** Contemporaneously with the submission of the wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the

email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit; and (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Basis of Award

General. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

Award. Subject to the receipt of the Deposit set forth above, the award of each series of the Bonds will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the bid form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the City or the bidder. The City will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the City Manager or designee, will determine which bid, if any, will be accepted, and such determination is final.

Ratings

The City's outstanding general obligation bonds are rated by Moody's Investors Service, Inc. ("Moody's") and by S&P Global Ratings, a division of S&P Global Inc. ("S&P"). The City has applied to the same rating agencies for ratings on the Bonds. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

Bond Insurance

The City has **not** applied for any policy of municipal bond insurance with respect to the Bonds, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of the Bonds, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City.

Municipal Advisor

Piper Sandler & Co., Leawood, Kansas, has been retained by the City as a municipal advisor with respect to the Bonds (the “Municipal Advisor”).

CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds, and such numbers shall be printed on the Bonds; however, neither the failure to assign any such number to or print any such number on any Bond, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Bonds in accordance with the terms of this Notice and of its bid. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery and Payment

The City will pay for printing the Bonds and will deliver each series of the Bonds properly prepared, executed and registered without cost on or about **OCTOBER 15, 2025** (the “Closing Date”), at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with an electronic version of the certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be received by 12:00 noon, applicable Central Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver a single Bond for each maturity of each series of the Bonds registered in the nominee name of DTC.

Establishment of Issue Price

(a) In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), each Successful Bidder will be required to assist the City in establishing the “issue price” of the applicable series of the Tax Exempt Bonds and complete, execute and deliver to the City prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the City and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the applicable series of the Tax Exempt Bonds: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased such series of Tax Exempt Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer such series of Tax Exempt Bonds for sale to the public. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received by the Municipal Advisor or Bond Counsel on behalf of the City.

(b) The City intends that the sale of each series of the Tax Exempt Bonds pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the City shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the City reasonably expects that it will receive bids for each series of the Tax Exempt Bonds from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Tax Exempt Bonds; and (4) the City anticipates awarding the sale of each series of the Tax Exempt Bonds to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Tax Exempt Bonds as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the applicable series of the Tax Exempt Bonds, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of such Tax Exempt Bonds.

(d) If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Successful Bidder of such fact at the time of award of the sale of the applicable series of the Tax Exempt Bonds to the Successful Bidder and the following provisions shall apply such series of Tax Exempt Bonds. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of such Tax Exempt Bonds, the Successful Bidder shall advise the City if a “substantial amount” (as defined in the Regulation (10%)) of any maturity of such Tax Exempt Bonds has been sold to the public and the price at which such substantial amount was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will **not** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the City will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the City the prices at which a substantial amount of such maturities are sold to the public. ***Any change in the issue price of any of the Tax Exempt Bonds after the Submittal Hour will not affect the purchase price for the Bonds submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”), or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Reoffering Prices – Taxable Bonds.

In conjunction with an audit or inquiry by the Securities and Exchange Commission (the “SEC”) relating to the pricing of the Taxable Bonds or other federal or state regulatory authority regarding the retention of pricing data for the Taxable Bonds, at the request of the Issuer, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder’s representations relating to the pricing of the Taxable Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time but shall not extend to any customer data or other confidential or proprietary information of the Successful Bidder.

Preliminary Official Statement and Official Statement

The Governing Body has authorized and directed the preparation of a Preliminary Official Statement “deemed final” by the City except for the omission of certain information as provided in SEC Rule 15c2-12 (the “SEC Rule”), copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting www.onlinemunis.com. Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Bonds, the City will prepare the final Official Statement and will furnish each Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder’s proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of SEC Rule and Municipal Securities Rulemaking Board (the “MSRB”) Rule G-32

(collectively the “Rules”). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of the Bonds in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of a series of Bonds agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

The SEC has promulgated amendments to the SEC Rule requiring continuous secondary market disclosure for certain issues. In the resolutions authorizing each series of the Bonds, the City will covenant to enter into an undertaking (the “Undertaking”) for the benefit of the holders of such Bonds to send to the MSRB through the Electronic Municipal Market Access facility (“EMMA”), or other applicable entity as required or permitted under the SEC Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the SEC Rule. For further information regarding the Undertaking, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness

Assessed Valuation. The City's equalized assessed valuation for computation of bonded debt limitations for the year 2025 is \$5,498,271,143.

Bonded Indebtedness. The total general obligation indebtedness of the City as of the Closing Date is \$634,550,000, which includes the Bonds being sold. Additional information regarding the City's indebtedness is set forth in Preliminary Official Statement.

Legal Opinion

Each series of the Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Tax Exempt Bonds being excludable from gross income for federal income tax purposes and the interest on the Bonds being exempt from income taxation by the State. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.

Additional Information

Additional information regarding the Bonds, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Mark L. Manning
Director of Finance
Phone: (316) 268-4300
Fax: (316) 219-6244
Email: mmanning@wichita.gov

Cheryl Busada
Debt Coordinator
Phone: (316) 268-4143
Fax: (316) 219-6216
cbusada@wichita.gov.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON AUGUST 19, 2025.

(Seal)

By: /s/ Lily Wu

Lily Wu, Mayor

ATTEST:

By: /s/ Shinita Rice
Shinita Rice, Deputy City Clerk

**SUMMARY NOTICE OF BOND SALE
CITY OF WICHITA, KANSAS**

<i>Principal Amount</i>	<i>Description</i>	<i>Series</i>	<i>Reference</i>
\$24,360,000*	General Obligation Bonds	836	"Series 836 Bonds"
10,000,000*	Taxable General Obligation Bonds	837	"Series 837 Bonds"

*Subject to change

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Subject to the Official Notice of Bond Sale, dated August 19, 2025, separate electronic bids for the purchase of each series of the above-referenced bonds (collectively, the "Bonds") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via **PARITY®** at the times set forth below (the "Submittal Hour"), on **THURSDAY, SEPTEMBER 11, 2025**. No bid of less than **100%** of the principal amount of each series of the Bonds and accrued interest thereon to the date of delivery will be considered.

<i>Description</i>	<i>Submittal Hour (CDT)</i>
Series 836 Bonds	10:00 A.M.
Series 837 Bonds	10:30 A.M.

Bond Details. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will be dated October 1, 2025 (the "Dated Date"), and will become due in the years as follows:

Series 836 Bonds. The Series 836 Bonds will become due in principal installments as follows:

Payment Date (June 1)	Principal Amount*	Payment Date (June 1)	Principal Amount*
2026	\$835,000	2036	\$1,490,000
2027	1,040,000	2037	1,545,000
2028	1,080,000	2038	1,610,000
2029	1,120,000	2039	1,675,000
2030	1,165,000	2040	1,745,000
2031	1,220,000	2041	810,000
2032	1,265,000	2042	850,000
2033	1,320,000	2043	890,000
2034	1,370,000	2044	930,000
2035	1,425,000	2045	975,000

Series 837 Bonds. The Series 837 Bonds will become due in principal installments as follows:

Payment Date (December 1)	Principal Amount*	Payment Date (December 1)	Principal Amount*
2026	\$400,000	2034	\$850,000
2027	565,000	2035	895,000
2028	625,000	2036	535,000
2029	655,000	2037	565,000
2030	695,000	2038	595,000
2031	735,000	2039	635,000
2032	770,000	2040	670,000
2033	810,000		

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on June 1 and December 1, beginning on June 1, 2026 (the "Interest Payment Dates").

Book-Entry-Only System. The Bonds shall be registered under a book-entry-only system administered through DTC.

Paying Agent and Bond Registrar. Treasurer of the State of Kansas, Topeka, Kansas.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit in the form of a wire transfer in Federal Reserve funds immediately available for use by the City in an amount equal to 2% of the principal amount of the applicable series of the Bonds.

Delivery. The City will pay for preparation of the Bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **October 15, 2025** to DTC for the account of the successful bidder.

Assessed Valuation and Indebtedness. The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2025 is \$5,498,271,143. The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$634,550,000, which includes the Bonds being sold, the City's temporary notes which will be issued on the Closing Date, less the City's previously issued temporary notes to be retired out of proceeds of the Bonds and other funds on the Closing Date.

Approval of Bonds. The Bonds will be sold subject to the legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, whose approving legal opinion as to the validity of the Bonds will be furnished and paid for by the City, printed on the Bonds and delivered to the successful bidder as and when the Bonds are delivered.

Additional Information. Additional information regarding the Bonds, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Mr. Mark L. Manning
Director of Finance
Phone: (316) 268-4300
Fax: (316) 219-6262
Email: mmanning@wichita.gov

Ms. Cheryl Busada
Debt Coordinator
Phone: (316) 268-4143
Fax: (316) 219-6216
cbusada@wichita.gov

DATED: AUGUST 19, 2025.

KANSAS REGISTER

DOCUMENT NO. _____

(Above space for Register Office Use)

Submission Form
Municipal Bond Sale Notice
(K.S.A. 10-106 as amended)

TITLE OF
DOCUMENT

SUMMARY NOTICE OF BOND SALE

Re: City of Wichita, Kansas, General Obligation Bonds, Series 836, and
Taxable General Obligation Bonds, Series 837, Dated October 1, 2025

NUMBER OF PAGES: 3

DESIRED PUBLICATION DATE: **AUGUST 28, 2025**

BILL TO:

Ms. Cheryl Busada, Debt Coordinator
CITY OF WICHITA, KANSAS - DEPARTMENT OF FINANCE
City Hall
455 N. Main, 12th Floor
Wichita, Kansas 67202

Please forward 2 Affidavits of Publication of same to Ms. Pam A. Jones, Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, Kansas 67202 at your earliest opportunity.

Any questions regarding this document should be directed to:

NAME PAM A. JONES PHONE (316) 267-2091

Certification

I hereby certify that I have reviewed the attached and herein described document, and that it conforms to all applicable **Kansas Register** publication guidelines. I further certify that submission of this item for publication in the **Kansas Register** is authorized by the municipality which has issued the notice.

Authorized Signature

Pam A. Jones
Typed Name of Signer

Legal Practice Assistant
Position

TRANSMIT TO: Kansas Register; Secretary of State; State Capitol, Topeka, KS 66612
PHONE: (785) 296-3489; FAX: (785) 291-3051; EMAIL: nancyr@kssos.org

THIS SPACE FOR REGISTER OFFICE USE ONLY

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented on the Governing Body’s consent agenda a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES OF THE CITY OF WICHITA, KANSAS.**

Thereupon, _____ moved that the consent agenda be passed. The motion was seconded by _____. The motion that the consent agenda be passed, including adoption of the Resolution, was carried by the vote of the Governing Body, the vote being as follows:

Aye:

Nay:

The Mayor declared the Resolution duly adopted; the Deputy Clerk designating the same Resolution No. 25-____.

* * * * *

(Other Proceedings)

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* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Shinita Rice, Deputy City Clerk

RESOLUTION NO. 25-378

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), has heretofore authorized the acquisition, construction and equipping of various public improvements (the “Improvements”) to be paid from the proceeds of general obligation bonds to be issued by the City pursuant to the laws of the State of Kansas and certain Charter Ordinances of the City; and

WHEREAS, it is necessary for the City to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the City's general obligation bonds, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City; and

WHEREAS, the City has heretofore issued and has outstanding temporary notes, the proceeds of which were applied to temporarily finance a portion of the costs of the Improvements and other public improvements (collectively the “Existing Notes”); and

WHEREAS, permanent financing for a portion of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the City to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the City; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department, Gilmore & Bell, P.C., as bond counsel (“Bond Counsel”) and Piper Sandler & Co., as municipal advisor (the “Municipal Advisor”) to proceed with the offering for sale of said temporary notes and related activities, including the preparation and distribution of a Preliminary Official Statement and Notice of Note Sale.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the following general obligation temporary notes (the “Notes”) of the City:

<u>Description</u>	<u>Series</u>
General Obligation Temporary Notes	322

as more fully described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date, with such modifications as may be approved by the City Manager or designee, and as to form by the Department of Law.

Section 2. The Director of Finance, in conjunction with Department of Law, Bond Counsel and the Municipal Advisor is hereby authorized and directed to cause to be prepared a Preliminary Official Statement and to use such document in connection with the public sale of the Notes.

Section 3. The Director of Finance, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in said Notice of Note Sale. Such proposals shall be reviewed by the City Manager or designee, and the Director of Finance and acted upon by the City Manager or designee, who shall have the authority to award the sale of the Notes, subject to the following parameters on maximum principal amount and true interest cost:

<i>Series</i>	<i>Maximum Principal Amount</i>	<i>Maximum TIC</i>
322	\$100,000,000	6.00%

The City Manager or designee also has the authority to reject certain or all proposals. At its next scheduled meeting the Governing Body shall ratify the actions of the City Manager or designee, and adopt a resolution authorizing the issuance of the Notes.

Section 4. For the purpose of enabling the purchaser of the Notes (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "SEC Rule"), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the SEC Rule to certain national repositories and the Municipal Securities Rulemaking Board, (the "MSRB"), as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the SEC Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and with the requirements of MSRB Rule G-32.

Section 5. The Mayor, City Manager, Director of Finance, Clerk's office, the Law Department and the other officers and representatives of the City, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

The transactions described in this Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

Gilmore & Bell, P.C.
07/17/2025

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2025

Re: City of Wichita, Kansas General Obligation Temporary Notes, Series 322, Dated October 15, 2025 (the "Notes")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the purchaser of the Notes (the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "SEC Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the SEC Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriter and other terms of the Notes depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Lily Wu, Mayor

By: _____
Mark L. Manning, Director of Finance

Gilmore & Bell, P.C.
07/17/2025

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF NOTE SALE

<i>Principal Amount</i>	<i>Description</i>	<i>Series</i>
\$95,365,000*	General Obligation Temporary Notes	322

*Subject to change

(GENERAL OBLIGATION NOTES PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Electronic bids for the purchase of the above-referenced notes (the “Notes”) of the City of Wichita, Kansas (the “City”) herein described will be received by the Director of Finance of the City via **PARITY®** until **9:30 a.m.**, applicable Central Time (the “Submittal Hour”), on

THURSDAY, SEPTEMBER 11, 2025

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon immediately thereafter by the City Manager or designee and subsequently ratified by the City Council (the “Governing Body”) of the City at its next regular meeting. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of the Notes will be considered. Other capitalized terms not otherwise defined in this Notice of Note Sale (the “Notice”) shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes

General. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”), will be dated October 15, 2025 (the “Dated Date”), and will become due on the payment dates and in the principal amounts as follows:

<u>Series</u>	<u>Stated Maturity</u>	<u>Principal Amount</u>
322	10/15/2026	\$95,365,000*

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable at maturity.

***Adjustment of Principal Amount.** The City reserves the right to adjust the total principal amount of the Notes depending on the purchase price bid by the Successful Bidder and amount necessary to finance the public improvements to be financed thereby, subject to minimum Authorized Denominations, but in no event will the total principal amount of the Notes exceed the amount set forth in the table below.

<i>Series</i>	<i>Maximum Principal Amount</i>
322	\$100,000,000

If there is an adjustment in the final aggregate principal amount of the Notes, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the Sale Date. Any adjustment in principal amount will maintain the Successful Bidder's compensation set forth on the original bid form as a percentage of the total principal amount of the Notes against the final aggregate principal amount for the Notes, as adjusted. At the request of the City, the Successful Bidder agrees to execute a revised bid form or repayment schedule reflecting the adjusted principal amount and purchase price. The Successful Bidder may not withdraw its bid or change the interest rate bid as a result of any changes made to the principal amount of the Notes.

Place of Payment and Registration

Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar") upon presentation and surrender at the principal office of the Paying Agent. The principal and interest of the Notes will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Note Registrar (the "Registered Owner") as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Registration. The Notes will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas (the "State"). The City will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System

The Notes shall be initially registered in the name of Cede & Co., as the nominee of The Depository Trust Company ("DTC") and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption Provisions

The Notes are **not** subject to redemption prior to maturity.

Authority, Purpose and Security

General. The Notes are being issued pursuant to the Constitution and statutes of the State, as amended by Charter Ordinances of the City, to provide interim financing for various internal improvement projects of the City and to refund and renew previously issued temporary notes.

Security. The Notes shall be general obligations of the City payable in part from special assessments levied upon the improvements financed by the Notes, [tax increment revenues,] or from the proceeds of general obligation bonds of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids

All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. **Any bid submitted shall include the initial offering price to the public for the Notes.** If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

General. Proposals will be received for the Notes bearing such rate of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; (c) no supplemental interest payments will be considered; and (d) the interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No bid for less than **100%** of the principal amount of the Notes shall be considered. Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) an estimate of the TIC (as hereinafter defined) on the basis of such bid. **Each bidder shall certify to the City the correctness of the information contained on the bid form. The City will be entitled to rely on such certifications.** Each bidder agrees that, if it is awarded the Notes, it will provide the certification as to initial offering prices described under the captions "Establishment of Issue Price" in this Notice.

Good Faith Deposit

General. The Successful Bidder must submit a good faith deposit (the Deposit") in an amount equal to **2%** of the principal amount of the Notes as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. **The Deposit must be in the form of a wire of Federal Reserve funds (as described below), immediately available for use by the City. The Deposit is only required from the**

Successful Bidder and must be received by 2:00 p.m. applicable Central Time on the Sale Date. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the City. If a bid is accepted, but the City fails to deliver the Notes to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details. The wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***The wire transfer Deposit must reference “City of Wichita, Kansas, Good Faith Deposit, Series 322.”*** Contemporaneously with the submission of the wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit; and (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary’s name on the wire instructions.

Basis of Award

General. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

Award. Subject to the receipt of the Deposit, the award of the Notes will be made on the basis of the lowest true interest cost (“TIC”), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the City. The City will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the City Manager or designee will determine which bid, if any, will be accepted for the Notes, and such determination is final.

Ratings

The City’s outstanding general obligation notes are rated “MIG 1” by Moody’s Investors Service (“Moody’s”) and “SP-1+” by S&P Global Ratings, a division of S&P Global Inc. (“S&P”). The City has applied to the same rating agencies for ratings on the Notes. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described.

Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

Bond Insurance

The City has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Notes, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City.

Municipal Advisor

Piper Sandler & Co., Leawood, Kansas, has been retained by the City as a municipal advisor with respect to the Notes (the "Municipal Advisor").

CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Notes, and such numbers shall be printed on the Notes; however, neither the failure to assign any such number to or print any such number on any Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Notes in accordance with the terms of this Notice and of its bid. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery and Payment

The City will pay for printing the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **OCTOBER 15, 2025** (the "Closing Date"), at DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with electronic version of the certified transcript evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be received by 12:00 noon, applicable Central Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver one Note registered in the nominee name of DTC.

Establishment of Issue Price

(a) In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Successful Bidder of the Notes will be required to assist the City in establishing the "issue price" for the Notes and complete, execute and deliver to the City prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the City and Bond Counsel (the "Issue Price Certificate") containing the following: (1) the interest rate; (2) the reasonably expected initial

offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Bond Counsel or other designated agents.

(b) The City intends that the sale of the Notes pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the City shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Notes; and (4) the City anticipates awarding the sale of the Notes to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Notes as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Notes, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Notes.

(d) If all of the requirements of a “competitive sale” are not satisfied for the Notes, the City shall advise the Successful Bidder of such fact at the time of award of the sale to the Successful Bidder and the following provisions shall apply. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the City if a “substantial amount” (as defined in the Regulation (10%)) of the Notes has been sold to the public and the price at which such substantial amount was sold. The City will treat such sale price as the “issue price” for the Notes. The City will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the Notes, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the City will apply the initial offering price to the public provided in the bid as the issue price for the Notes. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the City the price at which a substantial amount of the Notes is sold to the public; provided such determination shall be made and the City notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Notes after the Submittal Hour will not affect the purchase price for the Notes submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement

The Governing Body has authorized and directed the preparation of a Preliminary Official Statement “deemed final” by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12 (the “SEC Rule”), copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting

www.onlinemunis.com. Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Notes, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of the SEC Rule and Municipal Securities Rulemaking Board (the "MSRB") Rule G-32 of the (collectively the "Rules"). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of each Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of the Notes agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

The SEC has promulgated amendments to the SEC Rule requiring continuous secondary market disclosure for certain issues. In the resolution authorizing the Notes, the City will covenant to enter into an undertaking (the "Undertaking") for the benefit of the holders of the Notes to send to the MSRB through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the SEC Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the SEC Rule. For further information regarding the Undertaking, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Indebtedness

Information regarding the assessed valuation of the taxable tangible property within the City and the amount of indebtedness of the City as of the date of delivery of the Notes is set forth in the Preliminary Official Statement.

Legal Opinion

The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes, if applicable, and exempt from income taxation by the State. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Additional Information

Additional information regarding the Notes, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Mark L. Manning
Director of Finance
Phone: (316) 268-4300
Fax: (316) 219-6262
Email: mmanning@wichita.gov

Cheryl Busada
Debt Coordinator
Phone: (316) 268-4143
Fax: (316) 219-6216
cbusada@wichita.gov

**BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON
AUGUST 19, 2025.**

(Seal)

By: /s/ Lily Wu

Lily Wu, Mayor

ATTEST:

By: /s/ Shinita Rice
Shinita Rice, Deputy City Clerk

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Funding and Change Order Limit Adjustment for 17th Street North from Interstate 135 (I-135) to Hillside Avenue (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget, change order limit adjustment, and adopt the amending resolution.

Background: On January 17, 2023, the City Council approved the budget for 17th Street North from I-135 to Hillside. On June 6, 2023, the City Council approved an agreement with Baughman Company to develop a design concept. On November 6, 2023, and November 13, 2023, the design concept was approved by the District I Advisory Board and the Bicycle and Pedestrian Advisory Board, respectively. On December 5, 2023, the City Council approved the design concept, revised budget and Supplemental Design Agreement No. 1.

Analysis: The existing roadway is a four-lane roadway with an underground storm sewer. The section of 17th Street between I-135 and Grove is in poor condition with very narrow lanes. The portion from Grove to Hillside was reconstructed in the early 2010s to a standard four lane configuration. The proposed concept will convert 17th Street to a three-lane roadway with on-street bike lanes from I-135 to Hillside. The three-lane configuration includes one through-lane in each direction with a center two-way left turn lane or a raised median where feasible. There will be sidewalks on both sides of the street. Construction is anticipated to begin in late 2025 and be complete in late 2026.

Due to the size and complexity of the project, staff recommend an increase in the change order limit to 5% of the contract amount, which is estimated to be \$200,000. Without increasing the change order limit, all change orders above the \$50,000 limit established by ordinance will require approval by the City Council regardless of cost. The approximate six-week process for change order approval will result in significant delays with increased costs. Increasing the staff authority level for change order approval will not increase the project budget.

Financial Considerations: The existing budget of \$550,000 was approved by the City Council on December 5, 2023, and is funded by local sales tax (LST). The Adopted 2025-2034 Capital Improvement Program includes \$3,900,000 in 2025 with \$2,400,000 in federal funding and \$1,500,000 in LST funding. Staff is requesting to initiate the full remaining amount for a revised budget of \$4,450,000.

Legal Considerations: The Law Department has reviewed and approved the change order limit adjustment resolution and amending resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the change order limit adjustment resolution, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Change order limit adjustment resolution and amending resolution.

RESOLUTION NO. 25-379

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-493 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, Sedgwick County, Kansas (the “County”) pursuant to the authority of K.S.A. 12-187 *et seq.* (the “Sales Tax Act”), imposes a one percent (1%) retailers' sales tax within the County (the “Sales Tax”); and

WHEREAS, pursuant to the Sales Tax Act, the City is the recipient of funds derived from the Sales Tax and is authorized pursuant to K.S.A. 12-195b to issue general obligation bonds secured by a pledge of the Sales Tax, provided certain procedural requirements contained in the Sales Tax Act are satisfied and the City obtains a comprehensive feasibility study showing that the City's revenues from the Sales Tax will be sufficient to retire such bonds; and

WHEREAS, pursuant to the Sales Tax Act, the City Council (the “Governing Body”) of the City has heretofore passed Ordinance No. 41-815 (the “Sales Tax Ordinance”) pledging one-half of the City's receipts from the Sales Tax for the purpose of financing the costs of road, highway and bridge projects in the City and related right-of-way acquisition (the “Eligible Improvements”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Public Improvements Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body, pursuant to **Resolution No. 23-493** (the “Prior Resolution”) previously found and determined that it is necessary and advisable to issue up to **\$550,000** in general obligation bonds to make certain public improvements described as follows:

17th Street North from I-135 to Hillside (472-2023-085860)

(the “Project”); and

WHEREAS, the Project qualifies as an Eligible Improvement under the Sales Tax Ordinance and a public improvement under the Public Improvements Act and the Governing Body hereby finds it necessary and advisable provide for payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City.

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

Section 1. Amendment. *Section 1* of the Prior Resolution is hereby amended to read as follows:

Section 1. Amendment. *Section 1* of Prior Resolution No. 23-012 is hereby amended to read as follows:

Section 1. Project Authorization. **Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$4,450,000** (which includes the \$330,000 initially authorized under Resolution 23-012 and \$250,000 initially authorized under Resolution No. 23-493) in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Amendment. *Section 2* of the Prior Resolution is hereby amended to read as follows:

Section 2. Amendment. *Section 2* of Prior Resolution No. 23-012 is hereby amended to read as follows:

Section 2. Sales Tax Authorization. It is hereby determined and declared to be necessary to issue sales tax/general obligation bonds (the “Sales Tax General Obligation Bonds”) for the purpose of paying **\$4,450,000** of the costs of the Project and related interest and financing costs. The Sales Tax General Obligation Bonds shall be general obligations of the City and shall be paid and secured by a pledge of a portion of the City’s receipts from the Sales Tax as set forth in *Section 3* hereof, and, if not paid, shall be paid from ad valorem taxes which may be levied by the City for such purpose without limit as to rate or amount.

Section 3. Pledge of Sales Tax. The Governing Body hereby pledges fifty percent (50%) of City’s revenues from the Sales Tax to the payment of any Sales Tax General Obligation Bonds issued to finance the Project.

Section 4. Public Improvement Act Authorization. As an alternative to the authority provided under the Sales Tax Act and in *Sections 2 - 3* herein, all or a portion of the costs of the Project, interest on financing and administrative and financing costs may be financed with the proceeds of general obligation bonds of the City (the “General Obligation Bonds,” and together with the Sales Tax General Obligation Bonds, the “Bonds”) issued under the authority of the Public Improvements Act.

Section 5. Publication. This Resolution shall be published once a week for two (2) consecutive weeks in the official newspaper of the City. If within thirty (30) days after the final publication, there shall be filed with the Sedgwick County Election Commissioner, a written petition requesting an election on the issuance of the Sales Tax General Obligation Bonds and the pledge of the Sales Tax, signed by not less than five per cent (5%) of the electors of the City who voted at the last preceding general election of the City, then no such Sales Tax General Obligation Bonds shall be issued or Sales Tax pledged unless such proposition shall be submitted to and approved by a majority of the voters of the City voting at an election held thereon. If no sufficient protest is filed within the period of time hereinbefore stated, then the Governing Body shall be authorized to issue the Sales Tax General Obligation Bonds pursuant to the Sales Tax Act and to pledge the City’s portion of the Sales Tax to the payment thereof.

Section 6. Reimbursement. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution and made on or after the date which was 60 days before **January 17, 2023**, and to reimburse expenditures authorized by the Prior Resolution and made on or after the date which was 60 days before **December 5, 2023**, and to reimburse additional expenditures authorized by this Resolution and made on or after the date which is 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 7. Conditional Repeal of *Sections 1 and 2* of the Prior Resolution. In the event no sufficient protest petition is filed in accordance with the Sales Tax Act against the Project and the Bonds as set forth in **Section 5** hereof, **Sections 1 and 2** of the Prior Resolution are hereby repealed. If a protest petition is filed and a required referendum does not approve the Project and the Bonds, the Prior Resolution shall remain in full force and effect as last amended, with respect to the Project and the Bonds authorized therein.

Section 8. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magaña,
Director of Law and City Attorney

RESOLUTION NO. 25-380

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE PUBLIC WORKS PROJECT AS ALLOWED BY CHARTER ORDINANCE 228:

WHEREAS, the construction of major public works projects routinely entail the need to make contract modifications for field conditions, quantity adjustments, and other alterations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional City staff for project oversight protects against cost overruns that do not insure to the benefit of the public; and

WHEREAS, **17th Street North from I-135 to Hillside** project covered by contract number **472-2023-085860** qualifies as such a major public work construction project. Continued, timely prosecution of that work is in the best interest of the public and nearby commercial and residential property owners;

WHEREAS, an increase in the level of change orders allowed without additional Council approval, as authorized in Charter Ordinance 228, will allow responsible project management to continue without costly and inconvenient construction delays;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS 19TH DAY OF AUGUST 2025 that,

1. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time modification to the change order limit governing the **17th Street North from I-135 to Hillside** project covered by contract number **472-2023-085860**. This modification grants City staff authority to approve change orders for the **17th Street North from I-135 to Hillside** project up to a cumulative cost not exceeding **five percent (5%)** of the original contract price without separate City Council approval.
2. This policy is effective only for project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

ADOPTED AT WICHITA, KANSAS BY THE GOVERNING BODY OF THE CITY OF WICHITA
ON THIS 19TH DAY OF AUGUST, 2025.

LILY WU, MAYOR

ATTEST:

SHINITA RICE, DEPUTY CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JENNIFER MAGAÑA, CITY ATTORNEY AND DIRECTOR OF LAW

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Community Event with Alcohol Consumption – Wichita Wagonmasters Chili Cookoff (Districts I and VI)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Approve the request for temporary street closures and adopt the resolution.

Background: A community event application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the Wichita Wagonmasters Chili Cookoff, scheduled for September 27, 2025. In accordance with Sections 4.04.040(a)(1) and 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required authorizing consumption of alcoholic liquor on sidewalks and on public streets, which have been closed to motor vehicle traffic during such licensed community event. Area businesses and residents have been notified of the street closures, which are depicted on the attached map. The TED will include portions of St. Francis Avenue and Emporia Avenue between William Street and 1st Street North as well as a portion of Douglas Avenue between Topeka Street and Mead Street. Upon review of the application for this community event, and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth criteria that must be considered for approval of a proposed community event. Those factors applicable to this event include: the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; and the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States. Applying these criteria, staff has reviewed the application of the Wichita Wagonmasters Chili Cookoff for a community event with consumption of alcoholic liquor allowed and finds that these criteria have been met and recommends approval of the event permit.

Financial Consideration: There is no financial impact.

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

Recommendation/Actions: It is recommended that the City Council approve the request for temporary street closure, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution and map.

RESOLUTION NO. 25-381

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF
ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE WICHITA
WAGONMASTERS CHILI COOKOFF COMMUNITY EVENT**

WHEREAS, the City Council has been proposed as a community event, Wichita Wagonmasters Chili Cookoff to occur on September 27, 2025.

WHEREAS, the City Council has approved Douglas Avenue from the east curb line of Topeka Avenue to the western curb line of Mead Street, St. Francis Avenue from the north curb line of William Street to the south curb line of 1st Street North, as well as Emporia Avenue from a point approximately 140 feet south of the south curb line of Douglas Avenue extending to the north approximately 430 feet to be closed to vehicular traffic. Such closures shall be approved with the consumption of alcoholic liquor allowed thereon from 10:00 am to 4:00 pm on Saturday, September 27, 2025.

WHEREAS, temporary permits for the consumption of alcoholic liquor at the Wichita Wagonmasters Chili Cookoff have been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution or caterers licensed through the State of Kansas and the City of Wichita who has provided the required notification pursuant to K.S.A 41-2643 and amendments thereto, or a licensed business entity has been authorized to extend its licensed premises pursuant to K.S.A 41-2608 and amendments thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Wichita Wagonmasters Chili Cookoff, to occur from 10:00 am to 4:00 pm on Saturday, September 27, 2025 as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 19th day of August, 2025.

CITY OF WICHITA, KANSAS

By _____
Lily Wu, Mayor

ATTEST:

Shinita Rice
Deputy City Clerk

Approved as to Form:

Jennifer Magana, City Attorney &
Director of Law

<p>Manifest</p> <ul style="list-style-type: none"> 29 x Barrier 6 x R11-2 road closed R11-2 6 x R11-4 ROAD CLOSED TO THRU TRAFFIC 6 x W20-3 road closed ahead <p>No outlet signs</p>																				
<p>CILLESSEN & SONS³ INC. Wichita, KS</p> <p>NORTH</p> <p>2300 E. Tigua PO Box 9 Kechi, KS 67067 (316) 682-2400 (O) (316) 682-0335 (F) www.cillesen.us</p>																				
<p>PROJECT WICHITA WAGONMASTERS 2024 CHILI COOKOFF WICHITA, KANSAS</p> <table border="1"> <tr> <td>NO:</td> <td>REVISION</td> <td>BY:</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p>DRAWN BY: SIM</p> <p>AGENCY APPROVAL:</p> <p>DATE: 8-14-2024</p>			NO:	REVISION	BY:															
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**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Community Event with Alcohol Consumption – ICT Margarita Festival (District I)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Approve the request for temporary street closures and adopt the resolution.

Background: A community event application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the ICT Margarita Festival, scheduled for September 20, 2025. In accordance with Sections 4.04.040(a)(1) and 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required authorizing consumption of alcoholic liquor on sidewalks and on public streets, which have been closed to motor vehicle traffic during such licensed community events. Area businesses and residents have been notified of the street closures, which are depicted on the attached map. The TED will include a portion of St. Francis Avenue between Douglas Avenue and William Street. Upon review of the application for this community event, and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth criteria that must be considered for approval of a proposed community event. Those factors applicable to this event include: the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; and the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States. Applying these criteria, staff has reviewed the application of the ICT Margarita Festival for a community event with consumption of alcoholic liquor allowed and finds that these criteria have been met and recommends approval of the event permit.

Financial Consideration: There is no financial impact.

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

Recommendation/Actions: It is recommended that the City Council approve the request for temporary street closure, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution and map.

RESOLUTION NO. 25-382

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF
ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE ICT
MARGARITA FESTIVAL COMMUNITY EVENT**

WHEREAS, the City Council has been proposed as a community event, ICT Margarita Festival to occur on September 20, 2025.

WHEREAS, the City Council has approved St. Francis Avenue from the south curb line of Douglas Avenue to the north curb line of William Street to be closed to vehicular traffic. Such closures shall be approved with the consumption of alcoholic liquor allowed thereon from 6:00 pm to 10:00 pm on Saturday, September 20, 2025.

WHEREAS, temporary permits for the consumption of alcoholic liquor at the ICT Margarita Festival have been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution or caterers licensed through the State of Kansas and the City of Wichita who has provided the required notification pursuant to K.S.A 41-2643 and amendments thereto, or a licensed business entity has been authorized to extend its licensed premises pursuant to K.S.A 41-2608 and amendments thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the ICT Margarita Festival, to occur from 6:00 pm to 10:00 pm on Saturday, September 20, 2025 as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 19TH day of August, 2025.

CITY OF WICHITA, KANSAS

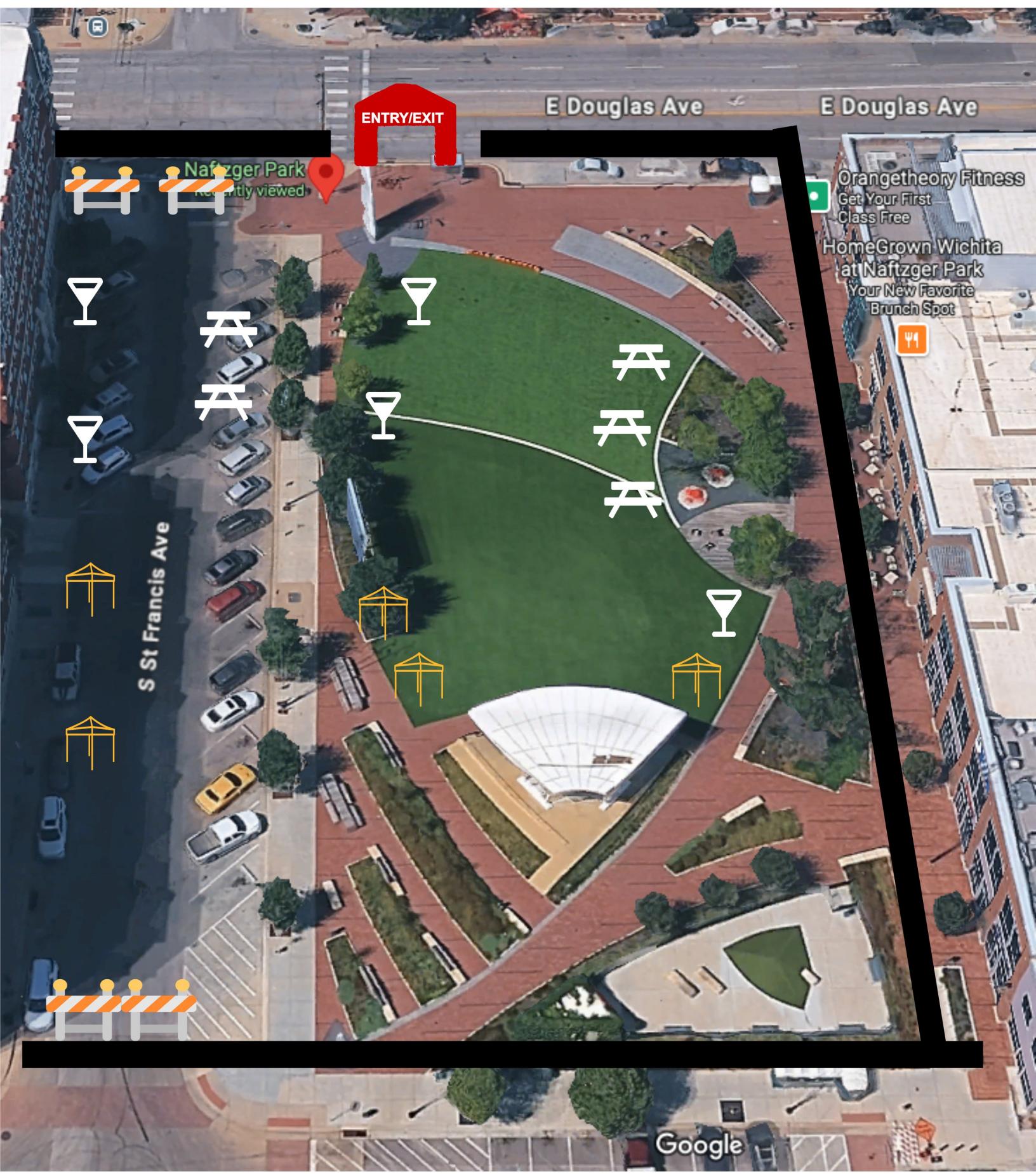
By _____
Lily Wu, Mayor

ATTEST:

Shinita Rice
Deputy City Clerk

Approved as to Form:

Jennifer Magana, City Attorney &
Director of Law



**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: First Reading of an Ordinance Authorizing the City to Issue Industrial Revenue Bonds for the Douglas Market Development Project (District I)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: On November 22, 2019, the City Council approved a Development Agreement (Agreement) with Douglas Market Development, LLC (DMD) related to the development and redevelopment of four buildings downtown, which became the Kansas Health Science Center (KHSC), a Student Housing Facility, an AC Marriott Hotel and the WSU Tech culinary school. The agreement with DMD included the use of a Community Improvement District (CID) and Industrial Revenue Bonds (IRBs) for sales tax exemption for the four buildings and a property tax abatement for the medical education building, student housing buildings and the NICHE culinary school building, in conjunction with use of Tax Increment Financing (TIF) revenues for City enhancement of the Chester I. Lewis Reflection Square Park along Douglas Avenue between Market and Broadway.

On that same date, the City Council adopted a resolution authorizing the execution of a Letter of Intent (LOI) to issue bonds for the Douglas Market Development project in an amount not to exceed \$90,000,000 for the redevelopment of those four buildings.

Analysis: The project of redeveloping the former Broadway Plaza Building into a hotel is now complete, and the parties request to close out the Project. Spartan Downtown, LLC (Purchaser) has agreed to purchase the bonds.

Revenue Bonds are a mechanism for achieving a sales tax exemption and/or a property tax abatement. In a Revenue Bond transaction, the City is not lending any money and bears no risk. The owner/developer is required to achieve its own financing. No taxpayer dollars are at risk. All costs associated with the issuance of bonds are borne by the owner/developer requesting the use of bonds. In accordance with Kansas Statutes Annotated 12-1740, Revenue Bonds are utilized for a wide variety of economic development purposes.

Financial Considerations: Purchaser agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB origination fee for the term of the bonds.

Legal Considerations: The firm Gilmore & Bell, P.C., will serve as bond counsel for the City in the transaction. Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

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

Attachments: Ordinance.

GILMORE & BELL, P.C.
06/30/2025

ORDINANCE NO. 52-799

**OF THE
CITY OF WICHITA, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$19,622,462.15 TAXABLE INDUSTRIAL REVENUE BONDS
SERIES III, 2025
(AC HOTEL PROJECT)**

(Published at Wichita.gov/LegalNotices on August 29, 2025)

ORDINANCE NO. 52-799

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES III, 2025 (AC HOTEL PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HOTEL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS HAS FOUND AND DETERMINED:

A. The City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. The City Council of the Issuer (the "Governing Body") has 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, Series III, 2025 (AC Hotel Project) in the aggregate principal amount of \$19,622,462.15 (the "Series III, 2025 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a hotel facility (the "Project") as more fully described in the Indenture and in the Project Lease authorized in this Ordinance, for lease to Spartan Downtown LLC, a Kansas limited liability company (the "Tenant").

C. The Governing Body finds that it is necessary and desirable in connection with the issuance of the Series III, 2025 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture dated as of September 1, 2025 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series III, 2025 Bonds;
- (ii) a Site Lease dated as of September 1, 2025 (the "Site Lease") with the Tenant, under which the Tenant will lease the Project to the Issuer;
- (iii) a Project Lease dated as of September 1, 2025 (the "Project Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series III, 2025 Bonds by the Issuer to Spartan Downtown LLC (the "Purchaser").

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series III, 2025 Bonds, to be designated "City of Wichita Kansas Taxable Industrial Revenue Bonds, Series III, 2025 (AC Hotel Project)" in the aggregate principal amount of \$19,622,462.15, for the purpose of providing funds to pay the costs of the Project. The Series III, 2025 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series III, 2025 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease of the Project. The Series III, 2025 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series III, 2025 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Tenant will enter into the Site Lease of the Project to the Issuer, and the Issuer will lease its interest in the Project to the Tenant pursuant to Project Lease. The form of the Site Lease and Project Lease are approved in this Ordinance.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series III, 2025 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series III, 2025 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series III, 2025 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series III, 2025 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series III, 2025 Bonds are paid or deemed to have been paid under the Indenture.

Section 9. Authority To Correct Errors, Etc. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or

additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series III, 2025 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its final passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on August 26, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM ONLY.

Jennifer Magaña, Director of Law and
City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 52-[_____] of the City of Wichita, Kansas duly passed by the Governing Body, signed by the Mayor and published in the official City newspaper on the date stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

Shinita Rice, Deputy City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for first reading on the governing body's consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES III, 2025 (AC HOTEL PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HOTEL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including approval upon first reading of the Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Deputy City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 26, 2025**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for second reading on the governing body's consent agenda an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE
ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES III, 2025 (AC HOTEL
PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HOTEL FACILITY;
AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION
THEREWITH.**

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including final passage of the Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Ordinance was then duly numbered Ordinance No. 52-[____], was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Shinita Rice, Deputy City Clerk

(Published at Wichita.gov/LegalNotices on August 29, 2025)

SUMMARY OF ORDINANCE NO. 52-[_____]

On August 26, 2025, the governing body of the City of Wichita, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES III, 2025 (AC HOTEL PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HOTEL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series III, 2025 (AC Hotel Project) in the aggregate principal amount of \$19,622,462.15 (the "Series III, 2025 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a hotel facility (the "Project"), as more fully described in the Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Spartan Downtown LLC, a Kansas limited liability company.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.wichita.gov/CityClerk/Pages/Ordinances.aspx>.

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

DATED: August 29, 2025

Jennifer Magaña, Director of Law
and City Attorney

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: First Reading of an Ordinance Authorizing the City to Issue Industrial Revenue Bonds for the DIDCOT, LC/Mid-Continent Instrument Project (District II)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: DIDCOT, LC (DIDCOT) is a real estate holding entity owned by the owners of Mid-Continent Instruments and Avionics (Mid-Continent). Founded in 1964, Mid-Continent manufactures airspeed indicators, altimeters, autopilots, directional gyros, engine instruments, weather radars, and more. The company also offers a repair, overhaul, and exchange program for the manufactured items. Finally, the company manufactures and services a line of lithium-ion batteries and accessories through a division of Mid-Continent called True Blue Power.

On July 18, 2023, the City Council adopted a resolution authorizing the execution of a Letter of Intent (LOI) to issue bonds for the Mid-Continent Project in an amount not to exceed \$21,000,000 for a 28,000 square feet expansion and a 7,500 square feet renovation of existing space located at 9400 E. 34th Street North. However, due to unexpected delays, the LOI was extended through December 31, 2025, by the City Council on September 10, 2024.

Analysis: The Project is now complete, and the parties request to close out the Project. DIDCOT (Purchaser) has agreed to purchase the bonds.

Revenue Bonds are a mechanism for achieving a sales tax exemption and/or a property tax abatement. In a Revenue Bond transaction, the City is not lending any money and bears no risk. The owner/developer is required to achieve its own financing. No taxpayer dollars are at risk. All costs associated with the issuance of bonds are borne by the owner/developer requesting the use of bonds. In accordance with Kansas Statutes Annotated 12-1740, Revenue Bonds are utilized for a wide variety of economic development purposes.

Financial Considerations: Purchaser agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB origination fee for the term of the bonds.

Legal Considerations: The firm Gilmore & Bell, P.C., will serve as bond counsel for the City in the transaction. Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

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

Attachments: Ordinance

GILMORE & BELL, P.C.
06/30/2025

ORDINANCE NO. 52-800

**OF THE
CITY OF WICHITA, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$14,200,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES II, 2025
(MID-CONTINENT INSTRUMENT PROJECT)**

(Published at Wichita.gov/LegalNotices on August 29, 2025)

ORDINANCE NO. 52-800

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES II, 2025 (MID-CONTINENT INSTRUMENT PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS HAS FOUND AND DETERMINED:

A. The City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. The City Council of the Issuer (the "Governing Body") has 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, Series II, 2025 (Mid-Continent Instrument Project) in the aggregate principal amount of not to exceed \$14,200,000 (the "Series II, 2025 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project") as more fully described in the Indenture and in the Project Lease authorized in this Ordinance, for lease to DIDCOT, L.C., a Kansas limited liability company (the "Tenant").

C. The Governing Body finds that it is necessary and desirable in connection with the issuance of the Series II, 2025 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture dated as of September 1, 2025 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Missouri, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series II, 2025 Bonds;
- (ii) a Site Lease dated as of September 1, 2025 (the "Site Lease") with the Tenant, under which the Tenant will lease the Project to the Issuer;
- (iii) a Project Lease dated as of September 1, 2025 (the "Project Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series II, 2025 Bonds by the Issuer to DIDCOT, L.C. (the "Purchaser").

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series II, 2025 Bonds, to be designated "City of Wichita Kansas Taxable Industrial Revenue Bonds, Series II, 2025 (Mid-Continent Instrument Project)" in the aggregate principal amount of not to exceed \$14,200,000, for the purpose of providing funds to pay the costs of the Project. The Series II, 2025 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series II, 2025 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease of the Project. The Series II, 2025 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series II, 2025 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Tenant will enter into the Site Lease of the Project to the Issuer, and the Issuer will lease its interest in the Project to the Tenant pursuant to Project Lease. The form of the Site Lease and Project Lease are approved in this Ordinance. The proposed sublease of the Project to Mid-Continent Instrument, Co., Inc., a Texas corporation (the "Subtenant") is approved by the Issuer.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series II, 2025 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series II, 2025 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series II, 2025 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series II, 2025 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series II, 2025 Bonds are paid or deemed to have been paid under the Indenture.

Section 9. Authority To Correct Errors, Etc. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City

Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series II, 2025 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its final passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on August 26, 2025.

(SEAL)

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

APPROVED AS TO FORM ONLY.

Jennifer Magaña, Director of Law and
City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 52-[_____] of the City of Wichita, Kansas duly passed by the Governing Body, signed by the Mayor and published in the official City newspaper on the date stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

Shinita Rice, Deputy City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 19, 2025**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for first reading on the governing body's consent agenda an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE
ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES II, 2025 (MID-
CONTINENT INSTRUMENT PROJECT) FOR THE PURPOSE OF PAYING THE
COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A
COMMERCIAL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND
ACTIONS IN CONNECTION THEREWITH.**

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including approval upon first reading of the Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Deputy City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 26, 2025**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for second reading on the governing body's consent agenda an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE
ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES II, 2025 (MID-
CONTINENT INSTRUMENT PROJECT) FOR THE PURPOSE OF PAYING THE
COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A
COMMERCIAL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND
ACTIONS IN CONNECTION THEREWITH.**

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including final passage of the Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Ordinance was then duly numbered Ordinance No. 52-[____], was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Shinita Rice, Deputy City Clerk

(Published at Wichita.gov/LegalNotices on August 29, 2025)

SUMMARY OF ORDINANCE NO. 52-[_____]

On August 26, 2025, the governing body of the City of Wichita, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES II, 2025 (MID-CONTINENT INSTRUMENT PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series II, 2025 (Mid-Continent Instrument Project) in the aggregate principal amount of not to exceed \$14,200,000 (the "Series II, 2025 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project"), as more fully described in the Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to DIDCOT, L.C., a Kansas limited liability company. In connection with the issuance of the Series II, 2025 Bonds, the Issuer approves a ten-year exemption from ad valorem property taxes for the Project.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.wichita.gov/CityClerk/Pages/Ordinances.aspx>.

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

DATED: August 29, 2025

Jennifer Magaña, Director of Law
and City Attorney

Agenda Item No. II-15

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (BG Products, LLC)
(District III)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent Agenda

Recommendation: Approve the second five-year property tax abatement.

Background: BG Products manufactures lubrication and cleaning products for the automotive industry. BG is a nationwide supplier formed in 1971. On November 12, 2019, the Wichita City Council approved an Industrial Revenue Bond (IRB) for BG Products (BG), located at 740 S. Wichita in South-Central Wichita. Under the City's Economic Development policy, BG qualified for an 83% exemption on real property for a five-plus-five year basis.

The 2019 expansion included the building of a new, larger classroom, a larger auto lab; dedicated demonstration room, offices for engineers; increased R&D lab space, and larger breakroom space for training sessions. The total cost of the expansion project was \$12,000,000.

Analysis: BG had 174 employees in 2019 and projected adding eleven new jobs over the next five years, bringing total employment to 185. To date, BG has added fifty-six new jobs over the five-year period for a total employment of 230.

<u>Commitment</u>	<u>Performance</u>
• Average Annual Salary \$70,200	Average Annual Salary \$84,500
• Construction of new 34,000 sq ft. facility	Completed new 34,000 sq ft. facility
• Create eleven new jobs in five years	Created fifty-six new jobs

Financial Considerations: BG qualified for an 83% ad-valorem tax exemption for the 2019 expansion project. Under the City's Economic Development Policy, the company qualifies for the 83% ad valorem tax exemption for an additional five years.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 83% ad valorem tax exemption for BG Products.

Attachments: None.

Agenda Item No. II-16

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (WAM Investments #6, LLC) (District II)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent Agenda

Recommendation: Approve the second five-year property tax abatement.

Background: WAM Investments #6 LLC is primarily comprised of individuals from the Michaelis family with Mark Michaelis acting as its manager. On November 12, 2019, the Wichita City Council approved a \$6,000,000 Industrial Revenue Bond (IRB) for WAM Investments #6, LLC (WAM), located at 9180 E. 35th St. N. in northeast Wichita. Under the City's Economic Development policy, WAM qualified for the construction of a speculative industrial building with a five-plus-five-year 95% and 50% ad valorem tax exemption, respectively.

Analysis: WAM completed the construction of a 102,000 square-feet speculative industrial building on land in the 9200 block of E. 35th Street North, west of Webb Road. WAM is now requesting the extension of the property tax abatement.

<u>Commitment</u>	<u>Performance</u>
• Construction of new 102,000 sq. ft. facility	Completed new 102,000 sq. ft. facility
• At least 50% leased in five years	100% leased
• Minimum lease 25,000 sq. ft. provided	25,000 sq. ft. units provided

The Property is 100% leased at 9180 E. 35th Street N.

Financial Considerations: Under the City's Economic Development Policy, the company qualifies for the 50% ad valorem tax exemption for an additional five years.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 50% ad valorem tax exemption for WAM Investments #6, LLC.

Attachments: None.

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (IH2 LLC) (District IV)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent Agenda

Recommendation: Approve the second five-year property tax abatement.

Background: On November 12, 2019, the Wichita City Council approved a \$6,000,000 Industrial Revenue Bond (IRB) for IH2, LLC (IH2), located at 1315 W Macarthur Rd. in South Wichita. Under the City's Economic Development policy, IH2 qualified for the construction of a speculative industrial building with a five-plus-five-year 95% and 50% ad valorem tax exemption, respectively. IH2 is a Limited Liability Corporation managed by Jeff Lange. Lange is involved in real estate development, brokerage and construction. Through various holding companies, Lange owns land for commercial and residential development, as well as existing commercial properties. The holdings are largely in southwest Wichita.

Analysis: IH2 completed the construction of a 100,000 square-feet speculative industrial building on land in the 1300 block of W. MacArthur, South of Seneca Street. IH2 is now requesting the extension of the property tax abatement.

<u>Commitment</u>	<u>Performance</u>
• Construction of new 100,000 sq ft. facility	Completed new 100,000 sq ft. facility
• At least 50% leased in five years	100% leased
• Minimum lease 25,000 sq. ft. provided	25,000 sq. ft. units provided

This property is 100% leased.

Financial Considerations: Under the City's Economic Development Policy, the company qualifies for the 50% ad valorem tax exemption for an additional five years.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 50% ad valorem tax exemption for IH2 LLC.

Attachments: None.

Agenda Item No. II-18

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (Bombardier Learjet)
(District IV)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent Agenda

Recommendation: Approve the second five-year property tax abatement.

Background: Learjet is a wholly owned subsidiary of Bombardier, Inc. (Bombardier), a Canadian corporation headquartered in Montreal, Quebec. 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 and is engaged in the manufacturing and sales of business jet aircraft. Learjet's principal manufacturing facilities, corporate and marketing offices and the Bombardier Flight Test Center are located at One Learjet Way on Wichita Dwight D. Eisenhower National Airport.

On June 3, 2014, the City Council approved a Letter of Intent (LOI) for Industrial Revenue Bonds ("IRBs") in an amount not to exceed \$52,700,000 for Bombardier/Learjet to finance the expansion and modernization of its aircraft manufacturing plant located at Dwight D. Eisenhower National Airport for a five-year term. With the LOI set to expire on December 31, 2019, the company requested the issuance of IRBs in an amount not to exceed \$1,251,710.32 for improvements made to its manufacturing and flight-testing facility as well as for certain machinery and equipment. The City Council also approved a 100% five-plus-five-year property tax abatement on bond-financed property.

Analysis: Proceeds from the bonds have been used to finance capital investments made by Learjet. Learjet Inc. purchased the bonds. There were no job requirements.

Financial Considerations: Bombardier Learjet paid all costs of issuing bonds and the City's \$2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% abatement of ad valorem property taxes on the project for five years plus a second five years subject to approval.

This project qualifies for an extension of the tax abatement per Economic Development Policy.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 100% ad valorem tax exemption for Bombardier Learjet.

Attachments: None.

Agenda Item No. II-19

SECOND READING ORDINANCES FOR AUGUST 19, 2025 (FIRST READ AUGUST 12, 2025)

ORDINANCE NO. 52-792

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-SEDWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

An ordinance changing zoning at 1202 North Gow.

[Ordinance No. 52-792](#)

ORDINANCE NO. 52-793

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-SEDWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

An ordinance changing zoning at 428 South Laura and 427 South Pattie Avenue.

[Ordinance No. 52-793](#)

ORDINANCE NO. 52-794

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-SEDWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

An ordinance changing zoning at 39th Street South and Rock Road.

[Ordinance No. 52-794](#)

ORDINANCE NO. 52-795

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-SEDWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

An ordinance changing zoning at 600 North Greenwich Road.

[Ordinance No. 52-795](#)

ORDINANCE NO. 52-796

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-SEDWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

[Ordinance No. 52-796](#)

View the full agenda from August 12, 2025 at the following:

<https://www.wichita.gov/ArchiveCenter/ViewFile/Item/13031>

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: ANX25-08: Laham Holding Company, LLC; Robert & Catherine Wells MAP Trust dated August 12, 2013; Richard H. Wells, and: Marilyn R. Wells Requests the Annexation of Land; Generally Located on the Southwest Corner of East 45th Street North and North Greenwich Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex 126.53 acres of land generally located on the southwest corner of East 45th Street North and North Greenwich Road. The annexation area is comprised of two parcels, but they function as one zoning lot. On July 23, 2025, the Sedgwick County Board of Commissioners approved The annexation area is bordered by property located within the City's incorporated area on the west side.

Analysis:

Land Use and Zoning: The annexation area is zoned GC General Commercial District (GC). Upon annexation, the existing zoning will remain. The applicant has not indicated what the site will be developed for. However, on July 23, 2025, the Sedgwick County Board of Commissioners approved the creation of the Crestwood Landing Addition Community Unit Plan (CUP) DP-363. On June 12, 2025, the Metropolitan Area Planning Commission reviewed and approved The Crestwood Landing Addition plat for the subject site.

The zoning and uses of the adjacent properties are:

North: M-1 (City of Bel Aire), agricultural;

South: RR (Sedgwick County) agricultural uses (currently in the process to change zoning to LI Limited Industrial District);

East: SF-20 (Sedgwick County), agricultural uses; and

West: LI (City of Wichita), agricultural uses (Jabara Airport)

Public Services: Extension of utilities is at the applicant's expense. Public Works and Utilities staff indicate that the City's 2025-2034 Capital Improvement Program does not program funding for future water and sewer mains in this area. Additionally, a private pressure booster would likely be needed for fire flow, even after pipelines are extended. Lastly, although new pipelines would address the needs for the proposed development, the excess pipeline capacity could cause water quality problems that would need to be addressed until nearby water demand increases. There are no Wichita Transit routes in the vicinity.

Street System: The subject property has access to North Greenwich Road and East 45th Street North. North Greenwich Road is a paved, two-lane County arterial road with open ditches. East 45th Street North a paved, two-lane County arterial road with open ditches. Any improvements to North Greenwich Road or East 45th Street North will be determined at the time of platting. The subject site could be platted with an internal network of paved streets with sidewalks included.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, which will continue following annexation. The nearest fire station is Wichita Firehouse No. 18 located at 2808 North Webb Road. The response time from this station to the annexation area is approximately four minutes. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

Parks: The nearest park is the Chisholm Creek North Park, a 57-acre park located approximately three miles west of the annexation area at 3228 North Oliver Avenue. The Wichita Parks, Recreation and Open Space Plan shows a proposed future park in the vicinity.

School District: The annexation property is part of the Circle Unified School District 375. Annexation will not change the school district.

Comprehensive Plan: The annexation property falls within the Wichita 2035 Urban Growth Area as shown on the 2035 Wichita Future Growth Concept Map within the Comprehensive Plan. The proposed use of the annexation area is in partial conformance with the Comprehensive Plan. The 2035 Wichita Future Growth Concept Map identifies the property as appropriate for “Agricultural/Vacant.” Agricultural/Vacant is defined as “*Encompasses areas that are undeveloped or used for agricultural production. Agricultural land is an important natural resource. Pockets of low-density residential uses without the full range of municipal services likely will be developed in areas of the urban fringe that primarily are used for agriculture. Such development should occur in accordance with the Urban Fringe Development Standards for Wichita and Sedgwick County and should be developed in a manner that facilitates future connection to municipal services when they become available.*”

Financial Considerations: The current approximate appraised value of the proposed annexation land, according to County records, is \$11,880 with a total assessed value of \$3,564. Using the current City mill levy (\$32.816/\$1000 x assessed valuation), this property would yield approximately \$117 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. On July 23, 2025, the Sedgwick County Board of Commissioners approved a zone change from RR to GC while also creating the Crestwood Landing Addition CUP DP-363.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The Law Department has reviewed and approved the annexation ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Map Sheet
Ordinance

Planning Agenda

Item:

ANX25-08

Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: On the southwest corner of East 45th Street North and North Greenwich Road

Address:

Reason(s) for Annexation:

126.53 Area in Acres

X Request

0 Existing population (est.)

Unilateral

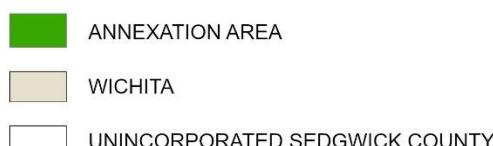
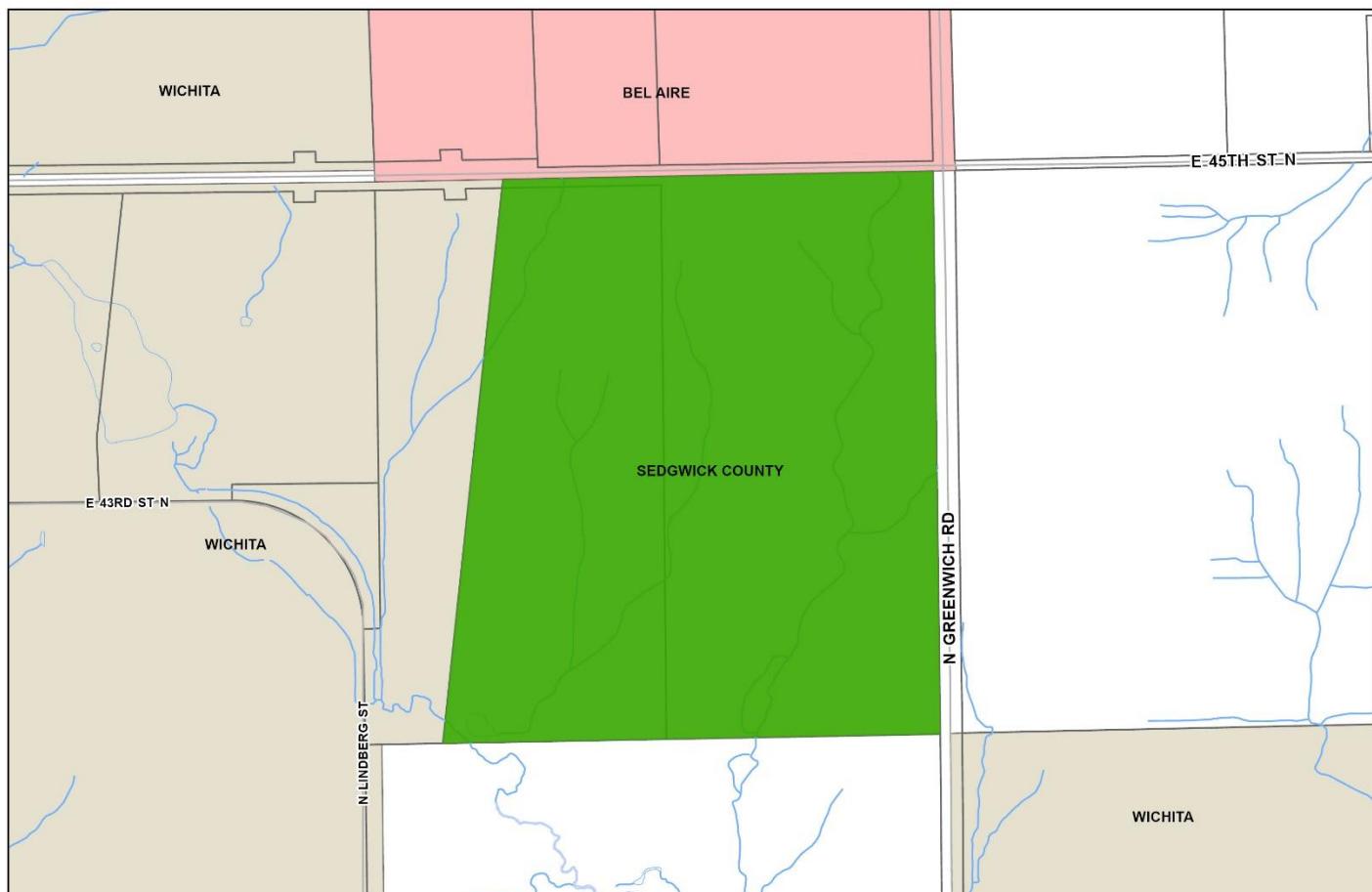
0 Existing dwelling units

Island

0 Existing industrial/commercial units

Other:

Existing zoning:	GC General Commercial District
------------------	--------------------------------



A25-08

Software: ArcGIS

Map Data Sources:
City of Wichita
Sedgwick County

Prepared: 7/23/2025

It is understood that while the City of Wichita Data Center Geographical Information Systems Department makes no indication and does not believe that there are inaccuracies in information included in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

OCA 150004 PUBLISHED AT WICHITA.GOV/LEGALNOTICES ON _____

ORDINANCE NUMBER _____

CASE NUMBER ANX25-08

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS,
PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE
CITY OF WICHITA, KANSAS.

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

Govt. Lots 1, 3, and 4; and the South Half of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT a tract of land described as: Beginning at the Northwest corner of the Northeast Quarter; thence East 595.46 feet; thence Southwesterly 2,653.5 feet; thence West 283.35 feet to the Southwest corner; thence North 2,633.08 feet to the point of beginning; AND EXCEPT for roads.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

[Remainder of Page Intentionally Left Blank]

ADOPTED at Wichita, Kansas, this _____ day of_____, 2025.

Lily Wu, Mayor, City of Wichita

ATTEST:

Shinita Rice, Deputy City Clerk

Approved as to form:

Jennifer Magana, City Attorney & Director of Law

City of Wichita
City Council Meeting
August 19, 2025

TO: Mayor and City Council

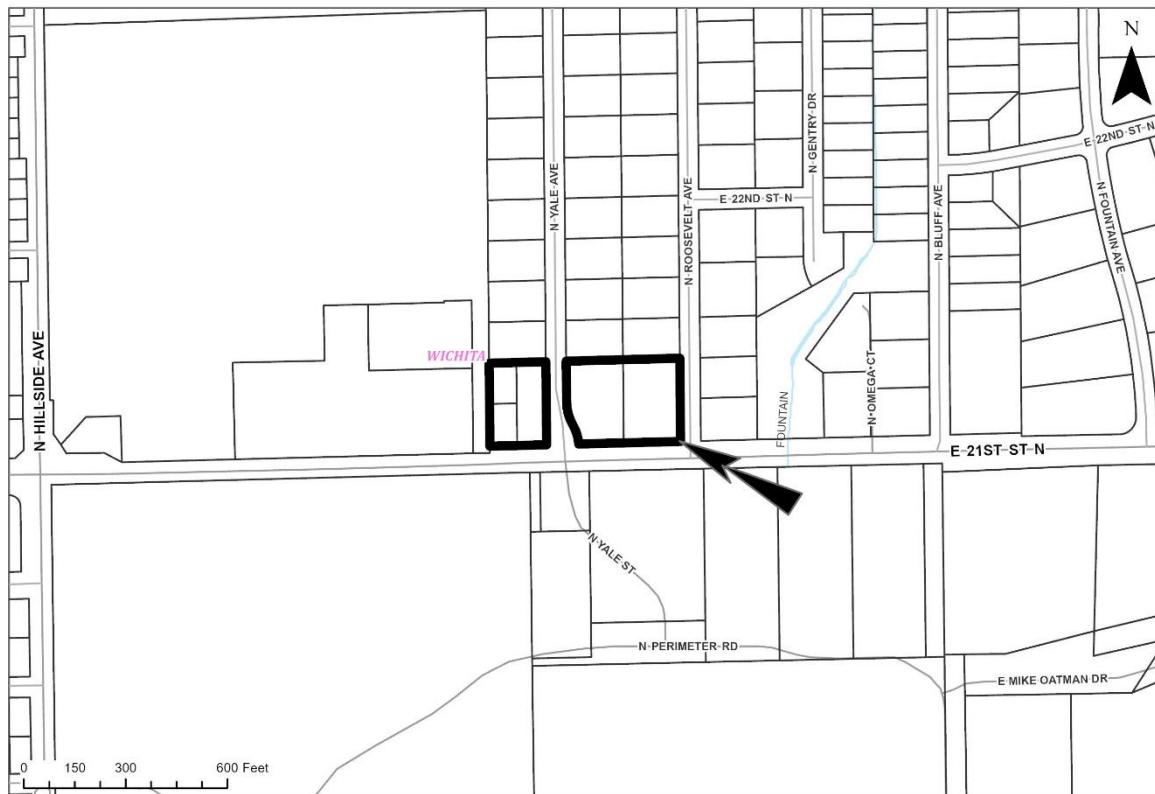
SUBJECT: SUB2025-00027 - Plat of University United Methodist Church Addition Located North Along East 21st Street North and East and West of North Yale Avenue (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (10-0).

Staff Recommendation: Approve the plat.



Background: The site consists of two lots on 0.94 acres zoned SF-5 Single-Family Residential.

Analysis: The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

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

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and the documents will be recorded by the applicant with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments:

Reserve Restrictive Covenant
Subdivision Plat.

RESTRICTIVE COVENANT

This covenant, executed this 20th day of July, 2025.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property known as University United Methodist Church Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Governing Body regarding ownership and maintenance of reserves, and providing for the maintenance of reserves.

NOW, THEREFORE, the undersigned does hereby subject known University United Methodist Church Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the Undersigned, its' successors or assigns. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 20th day of July, 2025.

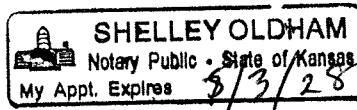
University United Methodist Church of Wichita, Kansas, Incorporated,
a Kansas not-for-profit corporation

Nancy Fugate
Nancy Fugate, Chair of the Trustees' Committee

Dana Braet
Dana Braet, President of Administrative Council

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this day of July 20, 2025, by Nancy Fugate Chair of the Trustees' Committee of the University United Methodist Church of Wichita, Kansas, Incorporated, a Kansas not-for-profit corporation, and Dana Braet, President of Administrative Council, of University United Methodist Church of Wichita, Kansas, Incorporated, a Kansas not-for-profit corporation, for and on behalf of said corporation.



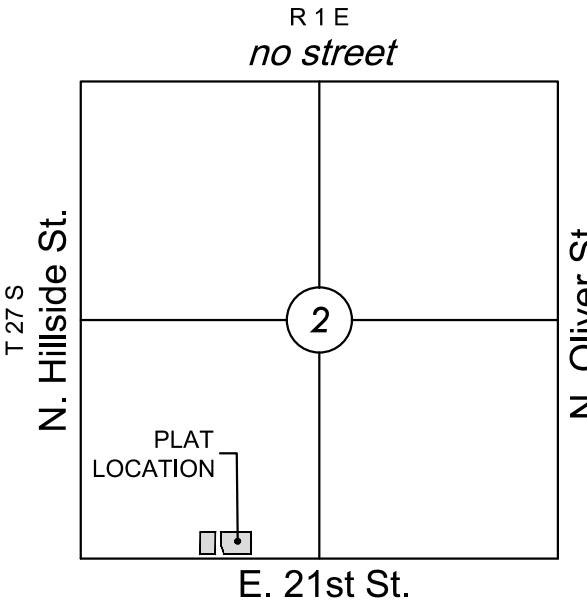
Notary Public: Shelley Oldham

My Appointment Expires: 5/3/28

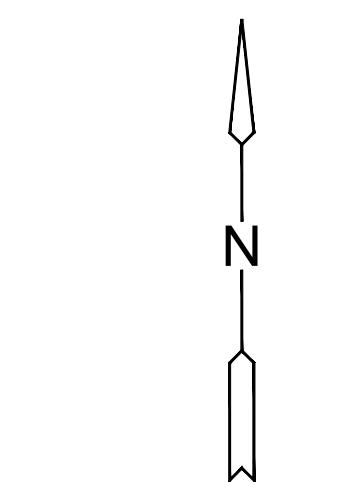
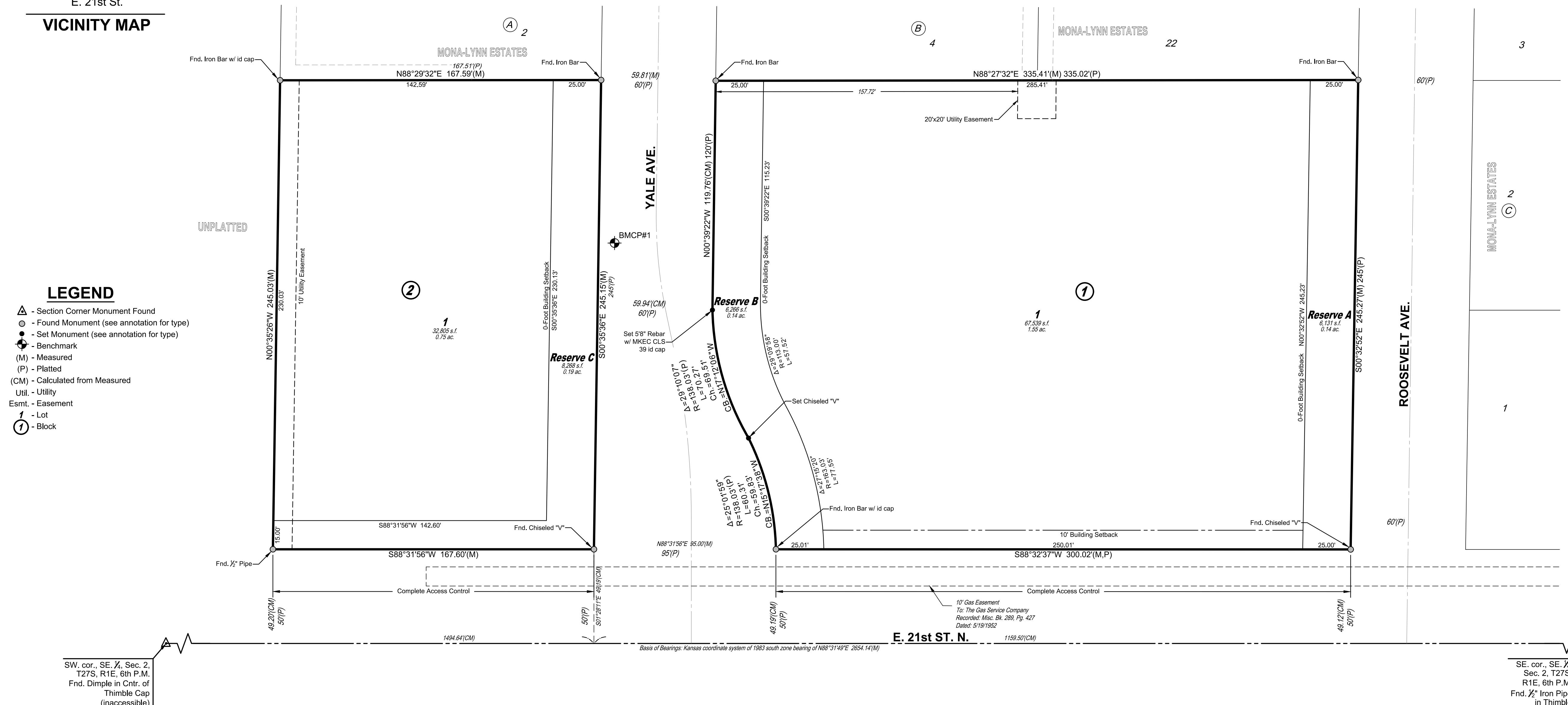
FINAL PLAT

UNIVERSITY UNITED METHODIST CHURCH ADDITION

AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS



VICINITY MAP



SCALE: 1"=30'
0 30 60
Basis of Bearings: Kansas coordinate system of 1983 south zone bearing of N88°31'49"E on the south line of the Southeast Quarter, Section 2, Township 27 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgewick County, Kansas.

This plat is surveyed and platted on NAD83 using Kansas state plane south zone coordinates, modified to the surface, having a combined adjustment scale factor of 1.0001200144

FINAL PLAT
UNIVERSITY UNITED METHODIST CHURCH ADDITION
AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

CERTIFICATE OF SURVEY

I, Ernest Patrick Fink, a Professional Surveyor in Kansas, do hereby certify that I have been in responsible charge of surveying and platting of "UNIVERSITY UNITED METHODIST CHURCH ADDITION" an addition to Wichita, Sedgwick County, Kansas, into Lots, Blocks, and Reserves the same being accurately set forth in the accompanying plat and described herein:

Lot 1, Block A, and Lots 1, 2, 23, and 24, in Block B, all in Mona-Lynn Estates, an Addition to Wichita, Sedgwick County, Kansas, TOGETHER WITH, Lot 1, J.F. Gould Addition, Wichita, Sedgwick County, Kansas, TOGETHER WITH, A tract of land beginning 175 feet North of the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 2, Township 27 South, Range 1 East, Wichita, Sedgwick County, Kansas; then North 120 feet; thence East 80 feet; thence South 120 feet; thence West 80 feet to the place of beginning. CONTAINS: 121,009 square feet or 2.777 acres of land, more or less.

All easements, rights-of-way, building setbacks, access controls, together with sewer easements recorded on Misc. Book 435, Page 526 and Misc. Book 435, Page 527, together with all other public dedications within the above described property are hereby vacated and replatted by virtue of K.S.A. 12-512b, as amended.

I hereby certify that the details of this plat are correct to the best of my knowledge and belief.

Ernest Patrick Fink, P.S. #1459
MKEC Engineering, Inc. (CLS 39)
411 North Webb Road
Wichita, Kansas 67206

**COUNTY SURVEYOR**

STATE OF KANSAS, SEDGWICK COUNTY} ss:

Reviewed in accordance with K.S.A. 58-2005.



Tricia L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

Deputy County Surveyor

OWNER'S CERTIFICATE

Know all men by these presents that we the undersigned property owners of the land above set forth in the Professional Surveyor's Certificate, have caused the same to be surveyed and platted into Lots, Blocks, and Reserves, the same to be known as "UNIVERSITY UNITED METHODIST CHURCH ADDITION" an addition to Wichita, Sedgwick County, Kansas.

Easements for the construction and maintenance of utilities, as indicated hereon or if any, are hereby granted to the public. No signs, light poles, private drainage systems, berms, walls, masonry trash enclosures or other structures shall be located within public utility easements unless permitted by the City of Wichita Department of Engineering and that they do not inhibit the conveyance of surface drainage.

All abutters rights of access to or from East 21st Street North over and across the south line of "UNIVERSITY UNITED METHODIST CHURCH ADDITION," are hereby granted to the appropriate governing body.

Reserves A, B, and C are platted for landscaping, irrigation, signs, sidewalks, lighting/light poles, utilities confined by easement (platted or otherwise separate instrument), utility service lines and connections, and parking not confined by easement. Reserves A, B, and C are hereby reserved for the stated uses and shall be owned and maintained by the owner/developer, and/or their successors and/or assigns.

A master drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserves shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual.

The property is within a zone identified by the City Engineer's office as likely to have groundwater at some or all times within ten feet of the ground surface elevation. Building with specially engineered foundations or with the lowest floor opening above groundwater is recommended and owners seeking building permits on this property will be similarly advised. More detailed information on recorded groundwater elevations in the vicinity of this property is available in the City Engineer's office.

University United Methodist Church of Wichita, Kansas, Incorporated,
a Kansas not-for-profit corporation

Nancy Fugate, Chair of Trustees' Committee

Dana Braet, President of Administrative Council

STATE OF KANSAS, SEDGWICK COUNTY} ss:
This instrument was acknowledged before me on ____ day of _____, 2025, by Nancy Fugate, Chair of Trustees' Committee, University United Methodist Church of Wichita, Kansas, Incorporated, a Kansas not-for-profit corporation, and Dana Braet, President of Administrative Council, of University United Methodist Church of Wichita, Kansas, Incorporated, a Kansas not-for-profit corporation.

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

_____, Notary Public:

My Term Expires: _____

GOVERNING BODY CERTIFICATE

This plat approved and all dedications shown hereon, accepted by the Wichita City Council of the City of Wichita, Kansas dated this ____ day of _____, 2025.

At the direction of the City Council.

Lily Wu, Mayor

Attest:

Paul Leeker, City Clerk

REGISTER OF DEEDS' CERTIFICATE

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This is to certify that this instrument was filed for record in the Register of Deeds office this ____ day of _____, 2025, at _____ o'clock M; and is duly recorded.

Tonya E. Buckingham, Register of Deeds

Attest:

Kenly Zehring, Deputy

TRANSFER RECORD

STATE OF KANSAS, SEDGWICK COUNTY} ss:

Entered on transfer record this ____ day of _____, 2025.

PLANNING COMMISSION CERTIFICATE

This plat of "UNIVERSITY UNITED METHODIST CHURCH ADDITION" has been submitted to and approved by the Wichita-Sedgwick County Area Planning Commission, Wichita, Kansas.

Dated this ____ day of _____, 2025.

WICHITA-SEDWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION,
Wichita, Kansas.

By _____
Bryan K. Frye, Chair

Attest:

Scott A. Wadle, Secretary

Kelly B. Arnold, County Clerk

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

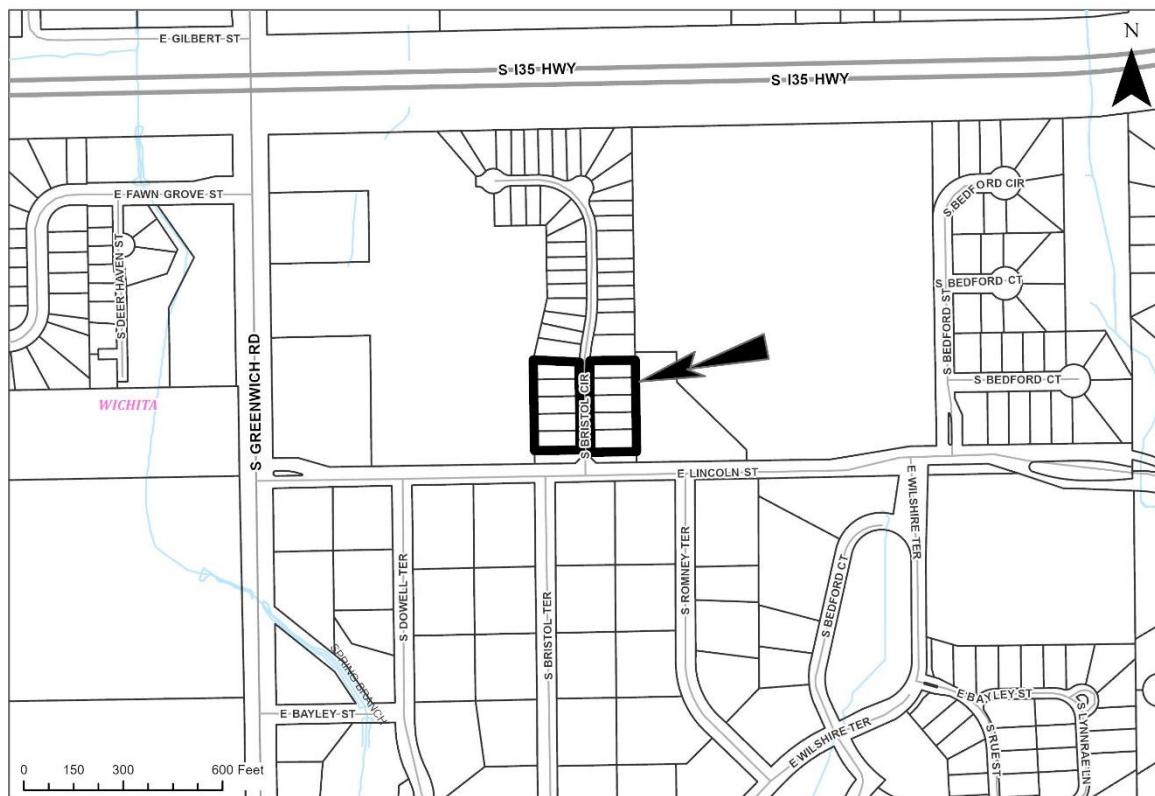
SUBJECT: SUB2025-00028 - Plat of Cedar View Village 2nd Addition Located North of East Lincoln Street and Within a Quarter Mile East of South Greenwich Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (10-0).

Staff Recommendation: Approve the plat.



Background: The site consists of 14 lots on 0.11 acres zoned PUD-Planned Unit Development.

Analysis: The applicant has submitted a Certificate of Petition for sanitary sewer improvements and drainage improvements.

The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted and for drainage.

The applicant has submitted a Notice of Planned Unit Development (PUD) identifying the approved PUD and special conditions for development.

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

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and the documents will be recorded by the applicant with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments:

Certificate of Petition

Restrictive Covenant

Notice of Planned Unit Development (PUD)

Subdivision Plat.

CERTIFICATE

I, Jeff S. Bennett, Owner, Bennett Group, LLC, a Kansas limited liability company, owner and plottor of Cedar View Village 2nd Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Drainage Petition (1) (\$102,000)
2. Sanitary Sewer Petition (1) (\$21,000)

As a result of the above-mentioned petitions for improvements, lots within Cedar View Village 2nd Addition may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this _____ day of _____, 2025.

BENNETT GROUP, LLC
a Kansas limited liability company

By: _____
Jeff S. Bennett, Owner

Sedgwick County) SS
State of Kansas)

Be it remembered that on this _____ day of _____, 2025, before me a Notary Public in and for said State and County, came Jeff S. Bennett, Owner, Bennett Group, LLC, a Kansas limited liability company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public:_____

My Appointment Expires:_____

RESTRICTIVE COVENANT

This covenant, executed this _____ day of _____, 2025.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Cedar View Village 2nd Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding the Backyard Drainage Policy.

NOW, THEREFORE, the undersigned does hereby subject Cedar View Village 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. A master drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserve shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual. The maintenance of all drainageways and drainage facilities in backyard drainage easements and reserve shall be the responsibility of the property owner, and shall be enforced by the Homeowners' Association and be provided for in the Homeowners' Association covenants. The property owner shall provide a copy of the Individual Lot Grading Plan and the Individual Log Grading Plan Certificate pertaining to such owner's lot to any person installing a lawn, landscaping, fencing, or other improvements or structures and require them to maintain the grade levels shown on the Individual Lot Grading Plan Certificate.
2. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserve, and the common areas.
3. The reserve located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
4. Until said reserve are so conveyed, the ownership and maintenance of the reserve shall be by the undersigned.
5. The owners of the reserve shall bear the cost of any repair or replacement of improvements within said reserve resulting from street construction, repair or maintenance.
6. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
7. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
8. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserve dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserve dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserve dedicated for Drainage from becoming a nuisance, may enter upon said Reserve dedicated for Drainage and perform the

obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserve in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserve. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

This document supersedes, releases, and terminates that portion stated therein of the above-referenced property within Restrictive Covenant dated November 6, 2007, and recorded with the Sedgwick County Register of Deeds on December 6, 2007 as Doc.#/Flm-Pg: 28937069.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this _____ day of _____, 2025.

BENNETT GROUP, LLC
a Kansas limited liability company

By: _____
Jeff S. Bennett, Owner

State of Kansas, Sedgwick County} ss

Be it remembered that on this _____ day of _____, 2025, before me a Notary Public in and for said State and County, came Jeff S. Bennett, Owner, Bennett Group, LLC, a Kansas limited liability company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public: _____

My Appointment Expires: _____

NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this _____ day of _____, 2025, by, Bennett Group, LLC, a Kansas limited liability company, hereinafter called "Declarant". WITNESSETH

WHEREAS, the declarant is the owner of all or a portion of the following described property:

A tract of land lying within a portion of Cedar View Village 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block 1, said Cedar View Village 2nd Addition.

WHEREAS, the declarant is desirous to file notice that a Planned Unit Development approved by the Wichita City Council and is on file with Metropolitan Area Planning Department, located on the 271 W. 3rd St. - Suite 201, Wichita, Kansas, (316)268-4421.

NOW, THEREFORE, the declarant wants to make notice that the approved Planned Unit Development (P.U.D. No. 141) has placed restrictions on the use and requirements for the development of the above-described real property. The Planned Unit Development shall be binding on the owners, the heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to the above-described real property.

EXECUTED the day and year first written above

Bennett Group, LLC,
a Kansas limited liability company

Jeff S. Bennett, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this _____ day of _____, 2025, before me a Notary Public in and for said State and County, came Jeff S. Bennett, Bennett Group, LLC, a Kansas limited liability company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public: _____

My Appointment Expires: _____

FINAL PLAT

CEDAR VIEW VILLAGE 2ND ADDITION
AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

CERTIFICATE OF SURVEY

I, Ernest Patrick Fink, a Professional Surveyor in Kansas, do hereby certify that I have been in responsible charge of surveying and plating of "CEDAR VIEW VILLAGE 2ND ADDITION" an addition to Wichita, Sedgwick County, Kansas, into Lots and Blocks the same being accurately set forth in the accompanying plat and described herein:

Lot 1, 2, 3, 4, and 5, Block 1, and Lots 13, 14, 15, 16, and 17, Block 2, Cedar View Village Addition, an addition to Wichita, Sedgwick County, Kansas,

CONTAINS: 75,244 square feet or 1.73 acres of land, more or less.

All easements, rights-of-way, building setbacks, access controls, together with all other public dedications within the above described property are hereby vacated and replatted by virtue of K.S.A. 12-512b, as amended.

I hereby certify that the details of this plat are correct to the best of my knowledge and belief.

Ernest Patrick Fink, P.S. #1459
MKEC Engineering, Inc. (CLS 39)
411 North Webb Road
Wichita, Kansas 67206



COUNTY SURVEYOR

STATE OF KANSAS, SEDGWICK COUNTY ss:
Reviewed in accordance with K.S.A. 58-2005.



Tricia L. Robello, P.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas

OWNER'S CERTIFICATE

Know all men by these presents that we the undersigned property owners of the land above set forth in the Professional Surveyor's Certificate, have caused the same to be surveyed and platted into Lots and Blocks, the same to be known as "CEDAR VIEW VILLAGE 2ND ADDITION" an addition to Wichita, Sedgwick County, Kansas.

Easements for the construction and maintenance of street, drainage, utilities, and sanitary sewer, as indicated hereon or if any, are hereby granted to the public. No signs, light poles, private drainage systems, berms, walls, masonry trash enclosures or other structures shall be located within public utility easements unless permitted by the City of Wichita Department of Engineering and that they do not inhibit the conveyance of surface drainage.

Each Lot where abutting and adjoining another lot line shall provide a minimum of a 6-foot maintenance and access easement for zero-lot line dwellings and for the benefit of the adjoining owner(s), their successors and assigns, and/or their agents, and emergency personnel. The maintenance access easements are hereby platted for the purpose of pedestrian emergency access, residence construction and residence maintenance, the extension of the footings, and for a 2-foot overhang of the structures on the adjoining lot.

A master drainage plan has been developed for this plat. No private drainage systems shall be located within public drainage easement unless a Residential Drainage Relief Permit is obtained from the City of Wichita Public Works and Utilities Department. All drainage easements, rights-of-way, and reserves shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual. Lots 1, 2, 3, 4, 5, 6, and 7, Block 1, are required to adhere to the minimum pad elevation as per the "Minimum Pad Elevation" table shown hereon.

Reserve A is platted for landscaping, irrigation, signs, monuments, walls and/or fences, lighting, construction and maintenance of drainage facilities, including but not limited to drainage structures, drainage pipes and culverts, conveyance of cross-lot drainage, utilities confined by easement (platted), utility service lines and connections. Reserve A is hereby reserved for the stated uses and shall be owned and maintained by the developer, and/or a homeowner's association, and/or their successors and/or assigns. Compliance with any platted restrictions and applicable restrictive covenants affecting said Reserves shall be binding on any owners, successors, heirs or assigns. The berms cannot impact access to or bury manholes, water valves and/or water meters.

This plat shall conform to the recitals of Planned Unit Development No. 141 on file at the Wichita-Sedgwick County Metropolitan Area Planning Department.

Bennett Group, LLC,
a Kansas limited liability company

Jeff S. Bennett, Owner

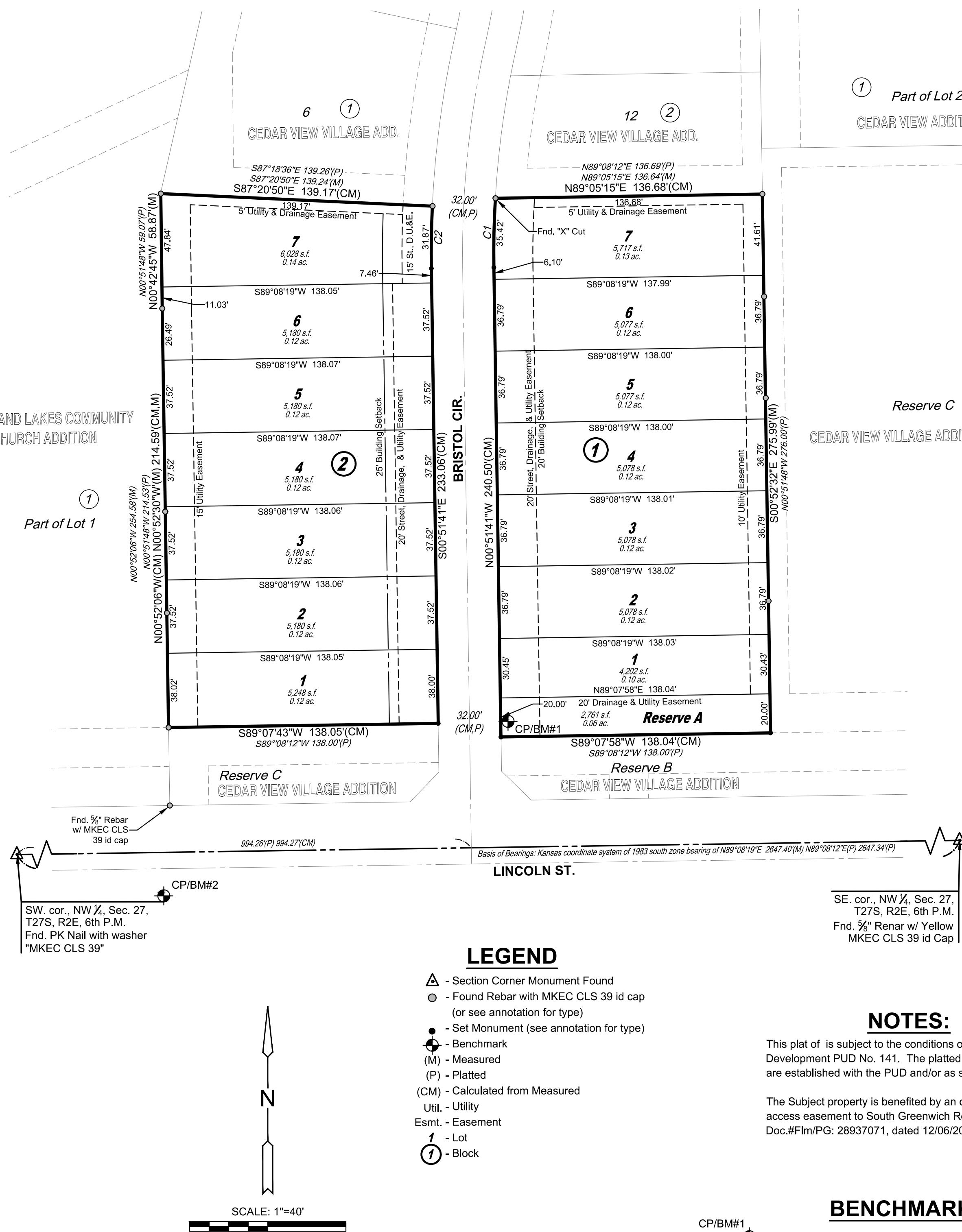
STATE OF KANSAS, SEDGWICK COUNTY ss:

This instrument was acknowledged before me on ____ day of ____ 2025, by Jeff S. Bennett, Owner, of Bennett Group, LLC, a Kansas limited liability company.

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

Notary Public:
My Term Expires: _____

CENTERLINE CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	35.42'	484.00'	4°11'33"	N01°14'05"E	35.42'
C2	31.87'	516.00'	3°32'21"	N00°54'29"E	31.87'

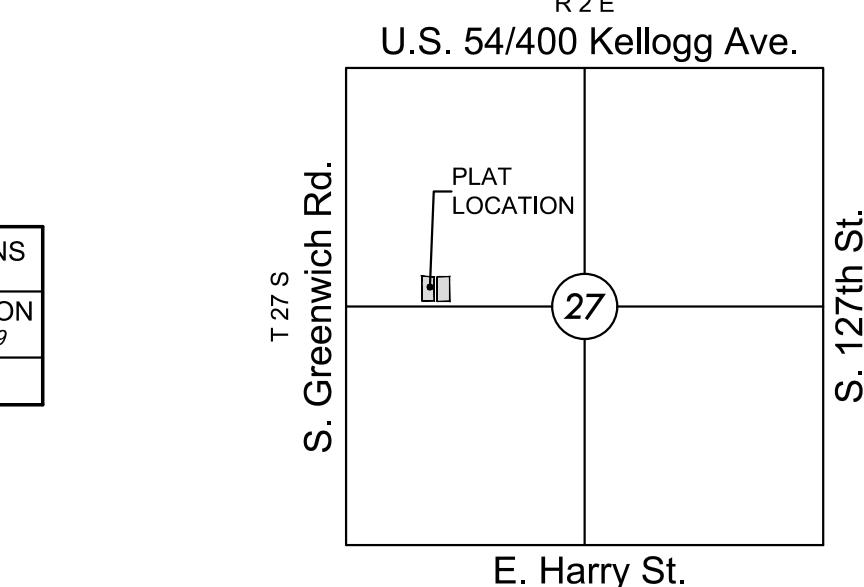


Basis of Bearings: Kansas coordinate system of 1983 south zone bearing of N89°08'19"E on the south line of the Northwest Quarter, Section 27, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas.
This plat is surveyed and platted on NAD83 using Kansas state plane south zone coordinates, modified to the surface, having a combined adjustment scale factor of 1.0001200144

- SCALE: 1"=40'
0 40 80
- CP/BM#1 • "X" cut at the northeast corner of curb inlet on the east side of Bristol Circle and 73 feet +/- north of the centerline of Lincoln.
Elev.=1345.41 NGVD29
- CP/BM#2 • "X" cut top of curb west return southwest corner of Lincoln and Bristol Terrace.
Elev.=1342.35 NGVD29

BENCHMARKS

Kelly B. Arnold, County Clerk



VICINITY MAP

PLANNING COMMISSION CERTIFICATE

This plat of "CEDAR VIEW VILLAGE 2ND ADDITION" has been submitted to and approved by the Wichita-Sedgwick County Area Planning Commission, Wichita, Kansas.

Dated this ____ day of _____, 2025.

WICHITA-SEDWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION,
Wichita, Kansas.

By _____
Bryan K. Frye, Chair

Attest:

Scott A. Wadle, Secretary

GOVERNING BODY CERTIFICATE

This plat approved and all dedications shown hereon, accepted by the Wichita City Council of the City of Wichita, Kansas dated this ____ day of _____, 2025.

At the direction of the City Council.

Lily Wu, Mayor

Attest:

Paul Leeker, City Clerk

REGISTER OF DEEDS' CERTIFICATE

STATE OF KANSAS, SEDGWICK COUNTY ss:

This is to certify that this instrument was filed for record in the Register of Deeds office this ____ day of _____, 2025, at _____ o'clock M; and is duly recorded.

Tonya E. Buckingham, Register of Deeds

Attest:

Kenly Zehring, Deputy

TRANSFER RECORD

STATE OF KANSAS, SEDGWICK COUNTY ss:

Entered on transfer record this ____ day of _____, 2025.

City of Wichita
City Council Meeting
August 19, 2025

TO: Mayor and City Council

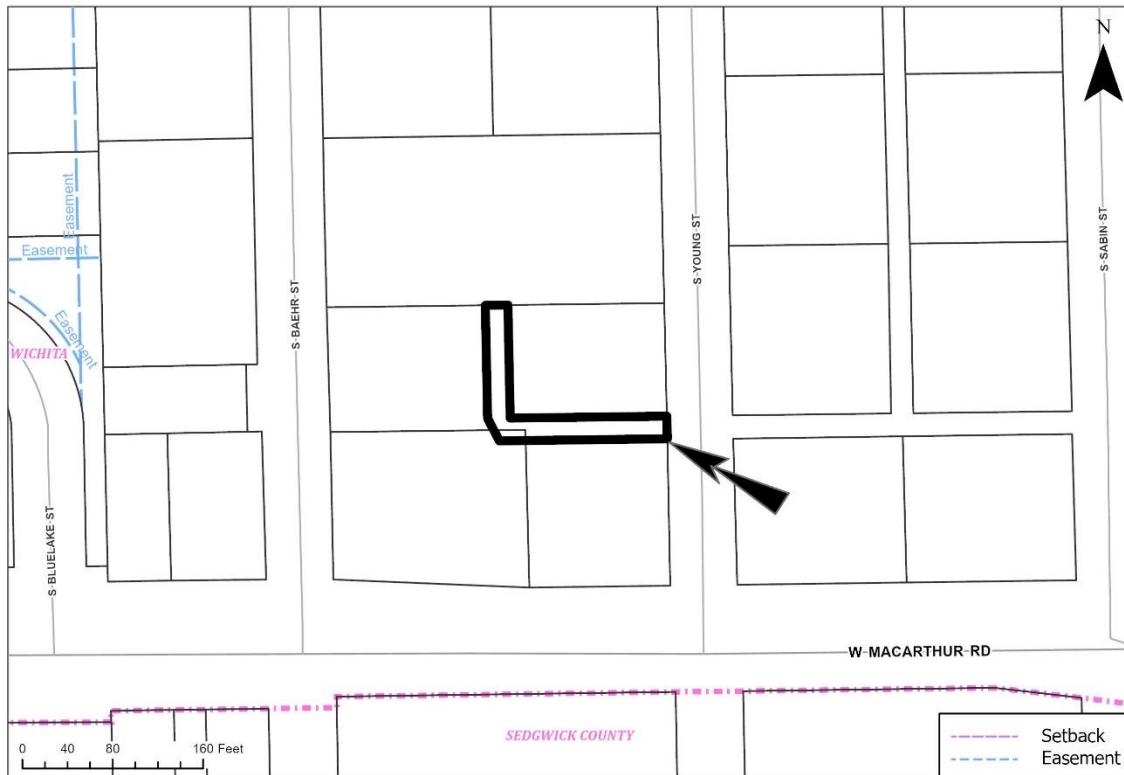
SUBJECT: VAC2025-00022 – Request in the City to Vacate a Platted Utility Easement; Generally Located on the North Side of West MacArthur Road and a Half Mile East of South Hoover Road (3950 South Baehr Street). (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (13-0).

Staff Recommendation: Approve.



Background: The applicant proposes to vacate a platted 20-feet utility easement running east-west from the east property line via the center of the property, thence north-south to the north property line. The subject site was platted as Lots 7, 8, 9, 10, 11, 12, 13, 14, 21 and 22, Block 1, Oatville Addition. It is addressed as 3950 South Baehr Street, which is generally located on the north side of West MacArthur Road and one-half mile east of South Hoover Road. The site is zoned LI Limited Industrial (LI) and developed with a place of worship. The purpose of the vacation is to allow for construction of a 44-feet by 80-feet building. There are no additional easements, nor public water or sewer lines on the property which will be affected by this request.

There are no public utilities in the vacation area. Wichita Public Works and Utilities, Fire, Stormwater, or Traffic Engineering do not object to this vacation. Comments from franchised utilities have been received. Kansas Gas has no lines or equipment in the vacation area and therefore has no objections. Cox has no objection to this vacation, but has aerial lines on South Young Street. Any relocation will be at the applicant's expense.

Evergy has reviewed the request, and has no objection, but Evergy does have an overhead line crossing the road to 4552 West McArthur Road which is dedicated as road of right-of-way. The 12.47 KV 3 phase transmission line located south of the property across McArthur Rd should not affect this vacation request. Standard language will apply: any relocation or removal of existing Evergy equipment will need to be discussed and will be at the applicant's expense.

Analysis: On July 24, 2025, the Metropolitan Area Planning Commission (MAPC) voted 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 valid objections have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

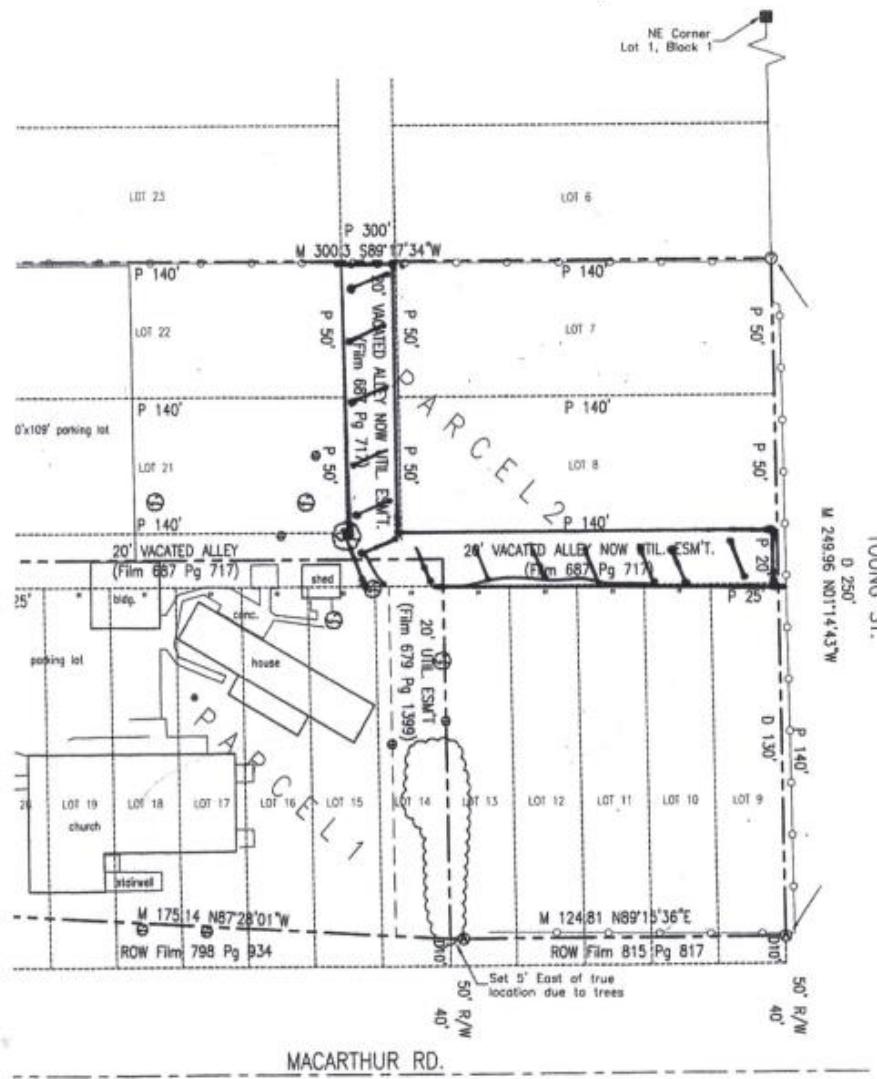
Legal Considerations: The Law Department has reviewed and approved the Vacation Order as to form. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four of seven votes required) and authorize the necessary signatures.

Attachments:

1. Vacation Exhibit
2. Aerial Map
3. Legal Description
4. MAPC Minutes
5. Vacation Order

Vacation Exhibit



BOUNDARY SURVEY

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, & 22, Block 1, Original Townsite of Oatville, Sedgwick County, Kansas
3950 S Baehr St, Wichita, KS 67215

PARCEL 1: Lots 14, 15, 16, 17, 18, 19, and 20, Block 1, Original Townsite of Oatville, Sedgwick County, Kansas; TOGETHER WITH Half of a vacated alley adjacent on the North as described in Vacation Order on Film 687 Page 717; AND EXCEPT that part taken for Right of Way Adjacent on the South as described in Right Of Way Agreement on Film 798 Page 934

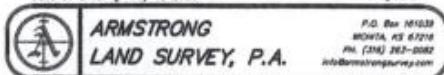
PARCEL 2: Lots 7, 8, 9, 10, 11, 12, 13, 21, and 22, Block 1, Original Townsite of Oatville, Sedgwick County, Kansas; TOGETHER WITH All of the vacated alley lying between Lots 7, 8, 21, and 22, All of the vacated alley lying North of Lots 9, 10, 11, 12, and 13, and the North Half of the vacated alley lying North of Lots 14, 15, 16, 17, 18, 19, and 20, as described in Vacation Order on Film 687 Page 717; AND EXCEPT that part taken for Right of Way Adjacent on the South as described in Right Of Way Agreement on Film 815 Page 817

- (circle with dot) - "ARMSTRONG" copped rebar set
- (circle with dot) - "ARMSTRONG" copped rebar found
- (square) - #5 rebar found
- (circle with question mark) - Illegible copped rebar found
- M - measured
- P - plot
- D - described

- - - - - subject property line
- - - - - adjacent property line
- - - - - original lot line
- - - - - easement line
- - - - - chainlink fence



Boundary control established April 24, 2025
Date of Drawing: May 6, 2025

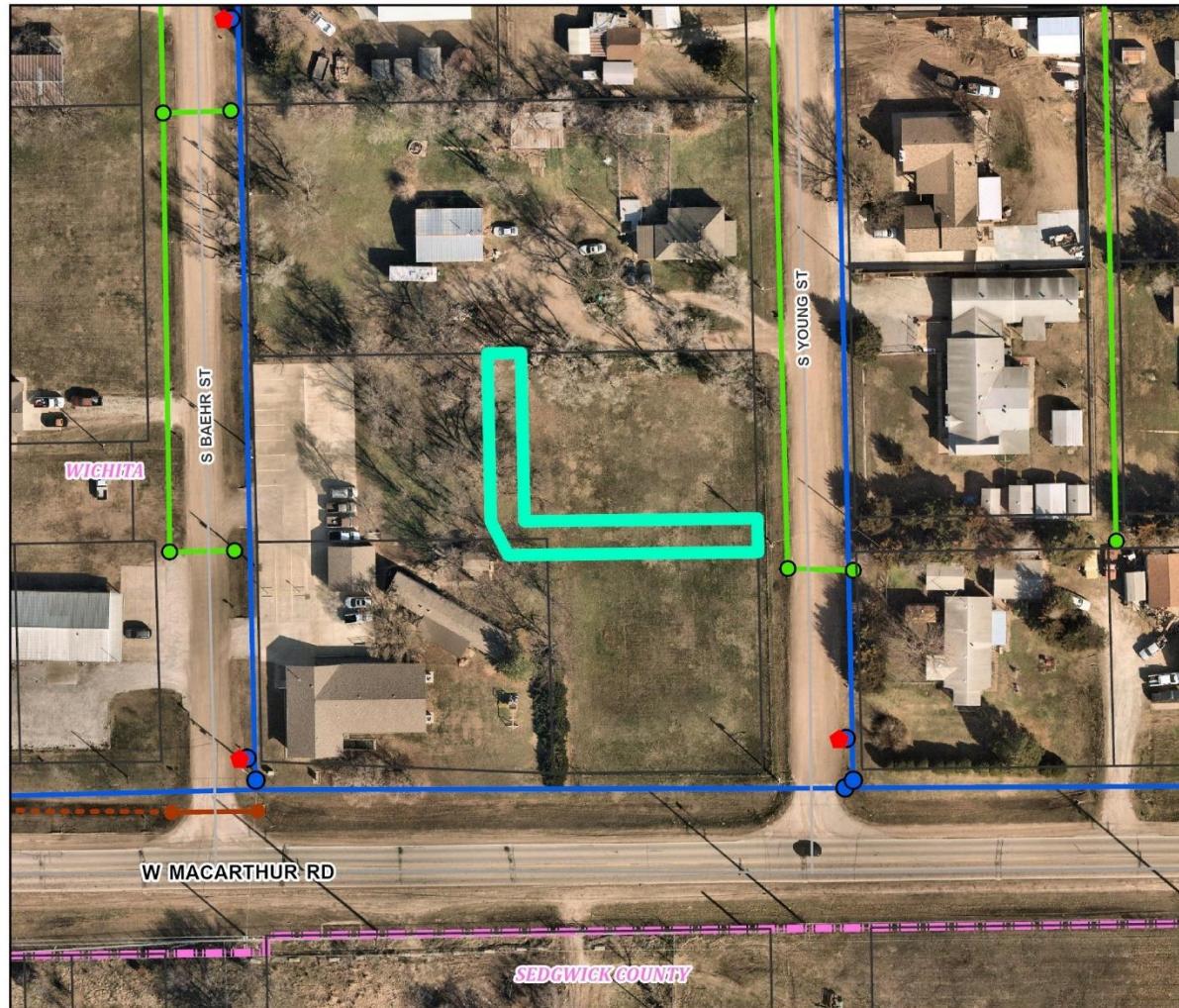


SCALE 1"-40'
WD#43701

Aerial Map

VAC2025-22

- City Limits
- Storm Structures
- Enclosed Gravity Pipe
- Force Main
- - - Open Channel
- Siphon
- ◆ Water Hydrants
- Sewer Manholes
- Sewer Mains
- Water Valves
- Water Mains



Legal Description

Part of Block 1, Original Townsite of Oatville, Sedgwick County, Kansas, described as BEGINNING at the Northeast corner of Lot 9, in said Block 1; THENCE West along the North line of Lots 9, 10, 11, 12, 13, and 14, in said Block 1, a distance of 150.0 feet more or less to the Northwest corner of said Lot 14; THENCE Northwesterly a distance of 22.5 feet more or less to the Southeast corner of Lot 21, in said Block 1; THENCE North along the East line of Lots 21 and 22, in said Block 1, a distance of 100.0 feet more or less to the Northeast corner of said Lot 22; THENCE East a distance of 20.0 feet more or less to the Northwest corner of Lot 7, in said Block 1; THENCE South along the West line of Lots 7 and 8, in said Block 1, a distance of 100.0 feet more or less to the Southwest corner of said Lot 8; THENCE East along the South line of said Lot 8, a distance of 140.0 feet more or less to the Southeast corner of said Lot 8; THENCE South a distance of 20.0 feet more or less to the Point of BEGINNING.

WICHITA-SEDWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION

EXCERPT MINUTES

July 24, 2025

3.1 VAC2025-00022: (*Deferred from 07/10/25*) Vacation request in the City of a Utility Easement, generally located on the northeast corner of South Baehr Street and West MacArthur Road (3950 South Baehr Street).

RECOMMENDED ACTION: APPROVE 6-0

Generally described as vacating the 20-foot utility easement running east-west through the center of the easterly portion of the property together with vacating the adjoining 20-foot utility easement running north-south through the center of the northerly portion of the property on Lots 7, 8, 9, 10, 11, 12, 13, 14, 21, and 22, Block 1, Oatville Addition, Wichita, Sedgwick County, Kansas. (See attached legal description)

The applicant proposes to vacate a platted 20-foot utility easement running east-west from the east property line via the center of the property, thence north-south to the north property line. The subject site was platted as Lots 7, 8, 9, 10, 11, 12, 13, 14, 21 and 22, Block 1, Oatville Addition. It is addressed as 3950 South Baehr Street, which is generally located on the north side of West MacArthur Road and one-half mile east of South Hoover Road. The site is zoned LI Limited Industrial (LI) and developed with a place of worship. The purpose of the vacation is to allow for construction of a 44-foot by 80-foot building. There are no additional easements, nor public water or sewer lines on the property which will be affected by this request.

There are no public utilities in the vacation area. Wichita Public Works and Utilities, Fire, Stormwater, or Traffic Engineering do not object to this vacation. Comments from franchised utilities have been received. Kansas Gas has no lines or equipment in the vacation area and therefore has no objections. Cox has no objection to this vacation, but has aerial lines on S Young St. Any relocation will be at the applicant's expense.

Evergy has reviewed the request, and has no objection, but Evergy does have an overhead line crossing the road to 4552 W McArthur Rd which is dedicated as road of right-of-way. The 12.47 KV 3 phase transmission line located south of the property across McArthur Rd should not affect this vacation request. Samantha Whalen, Area Design Representative, will be the contact for this vacation request and any project associated with it. She can be contacted at (316) 261-6334 for any questions or discussion. Standard language will apply: **Any relocation or removal of existing Evergy equipment will need to be discussed and will be at the applicant's expense.**

The Oatville Addition was recorded on March 29, 1885.

Based upon information available prior to the public hearing and reserving the right to make recommendations based on subsequent comments from City Traffic, Public Works/Water & Sewer/Stormwater, Fire, franchised utility representatives and other interested parties, Planning Staff has listed the following considerations (but not limited to) associated with the request to vacate the described portions of the utility easement.

- A. That after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, the MAPC makes the following findings:
 1. That due and legal notice has been given by publication as required by law, in the Wichita Eagle, of notice of this vacation proceeding one time June 19, 2025, which was at least 20 days prior to this public hearing.

2. That no private rights will be injured or endangered by vacating the described portion of the platted utility easement and that the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner, the prayer of the petition ought to be granted.

Conditions (but not limited to) associated with the request:

- (1) Abandonment or relocation/reconstruction of any/all utilities made necessary by the vacation of the described utility easement shall be to City Standards and shall be the responsibility and at the expense of the applicant. As needed provide approval from franchised utilities for the relocation of franchised utilities. All to be provided to the Planning Department prior to this case going to City Council for final action.
- (2) All improvements shall be according to City Standards and at the applicants' expense.
- (3) Provide Planning with a legal description of the vacated portion of the platted utility easement on a Word document via E-mail that can be used on the Vacation Order. This must be provided to the Planning Department prior to this case going to City Council for final action.
- (4) Per MAPC Policy Statement #7, all conditions are to be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

SUBDIVISION COMMITTEE'S RECOMMENDED ACTION

The Subdivision Committee recommends approval per staff recommendations.

MOTION: Taken on consent to approve subject to the recommendation of the Subdivision Committee and staff recommendation.

WARREN moved, **NICKS** seconded the motion, and it carried (13-0).

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A UTILITY EASEMENT)
GENERALLY LOCATED ON THE NORTH SIDE OF) VAC2025-00022
WEST MACARTHUR ROAD AND ONE-HALF MILE EAST)
OF SOUTH HOOVER ROAD)
MORE FULLY DESCRIBED BELOW)**

VACATION ORDER

NOW on this 19th day of August, 2025, comes on for hearing the petition for vacation filed by Wesleyan Holiness Alliance (owner), praying for the vacation of described utility easement, to wit:

Part of Block 1, Original Townsite of Oatville, Sedgwick County, Kansas, described as BEGINNING at the Northeast corner of Lot 9, in said Block 1; THENCE West along the North line of Lots 9, 10, 11, 12, 13, and 14, in said Block 1, a distance of 150.0 feet more or less to the Northwest corner of said Lot 14; THENCE Northwesterly a distance of 22.5 feet more or less to the Southeast corner of Lot 21, in said Block 1; THENCE North along the East line of Lots 21 and 22, in said Block 1, a distance of 100.0 feet more or less to the Northeast corner of said Lot 22; THENCE East a distance of 20.0 feet more or less to the Northwest corner of Lot 7, in said Block 1; THENCE South along the West line of Lots 7 and 8, in said Block 1, a distance of 100.0 feet more or less to the Southwest corner of said Lot 8; THENCE East along the South line of said Lot 8, a distance of 140.0 feet more or less to the Southeast corner of said Lot 8; THENCE South a distance of 20.0 feet more or less to the Point of BEGINNING.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on June 19, 2025, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described private drainage easement, and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 19th day of August, 2025, ordered that the described utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

CITY OF WICHITA, KANSAS

Lily Wu, Mayor

ATTEST:

Shinita Rice, Deputy City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Mayor and City Council

SUBJECT: ANX2025-00007: RBR Land, LLC Requests the Annexation of Land; Generally Located Within One-Half Mile South of East 29th Street North and Within One-Quarter Mile West of North 159th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex 21.8 acres of land generally located within one-half mile south of East 29th Street North and within one-quarter mile west of North 159th Street East. The annexation area is comprised of two parcels, but they functioned as one single-family residential lot. The existing dwelling and any other structures are proposed to be demolished for redevelopment into a single-family subdivision. The annexation area is bordered by property located within the City's incorporated area on the east side.

Analysis:

Land Use and Zoning: The annexation area is zoned SF-20 Single-Family Residential District (SF-20). Upon annexation, the existing zoning will convert to SF-5 Single-Family Residential District (SF-5). The applicant anticipates developing 27 single-family residential lots. The annexation area is unplatte and will need to be platted prior to the issuance of any building permits for the intended future development. On July 10, 2025, the Metropolitan Area Planning Commission reviewed and approved The Ranch 3rd Addition subdivision plat for the subject site.

The zoning and uses of the adjacent properties are:

North: SF-20 (Sedgwick County), large lot single-family residential;

South: SF-20 (Sedgwick County) agricultural uses;

East: SF-5 (City of Wichita), single-family dwellings; and

West: SF-20 (Sedgwick County), single-family dwellings and agricultural uses.

Public Services: Water and sanitary sewer lines are available in The Ranch Addition to the east, and they will need to be extended into the subject site before development occurs. Extension of utilities is at the applicant's expense. There are no Wichita Transit routes in the vicinity.

Street System: The Ranch 3rd Addition subdivision plat for the subject site illustrates an extension of East Rockhill Street from The Ranch Addition into the subject site, which will connect the subject site to north 159th Street East. East Rockhill Street is a paved two-way, private street with no sidewalks. The subject site is platted with an internal network of paved private streets.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and Sedgwick County, which will continue following annexation. The nearest fire station is Sedgwick County Fire Station No. 38 located at 1010 North 143rd Street East. The response time from this station to the annexation area is approximately four minutes. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 5215 East Lincoln Street.

Parks: The nearest park is the Stryker Sports Complex located approximately five miles northwest of the annexation area at 2999 North Greenwich Road. The Wichita Parks, Recreation and Open Space Plan (PROS Plan) identifies a proposed park approximately one and one-half miles northwest of the subject site.

School District: The annexation property is part of the Andover Unified School District 385. Annexation will not change the school district.

Comprehensive Plan: The annexation property falls within the Wichita 2035 Urban Growth Area as shown on the 2035 Wichita Future Growth Concept Map within the Comprehensive Plan. The proposed use of the annexation area is in conformance with the Comprehensive Plan. The 2035 Wichita Future Growth Concept Map identifies the western portion of the property as appropriate for “New Residential.” The Comprehensive Plan describes this category as, *“areas of land that likely will be developed or redeveloped by 2035 with uses predominantly found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well based upon market-driven locational factors.”*

Financial Considerations: The current approximate appraised value of the proposed annexation land, according to County records, is \$483,640 with a total assessed value of \$56,012. Using the current City mill levy (\$32.816/\$1000 x assessed valuation), this property would yield approximately \$1,838 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating developing 27 single-family dwelling, which after completion will have an estimated total appraised value of \$40,500,000. Assuming the current City mill levy remains about the same, this would yield approximately \$152,840 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq.* The Law Department has reviewed and approved the annexation ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Map Sheet
Ordinance

Planning Agenda

Item:

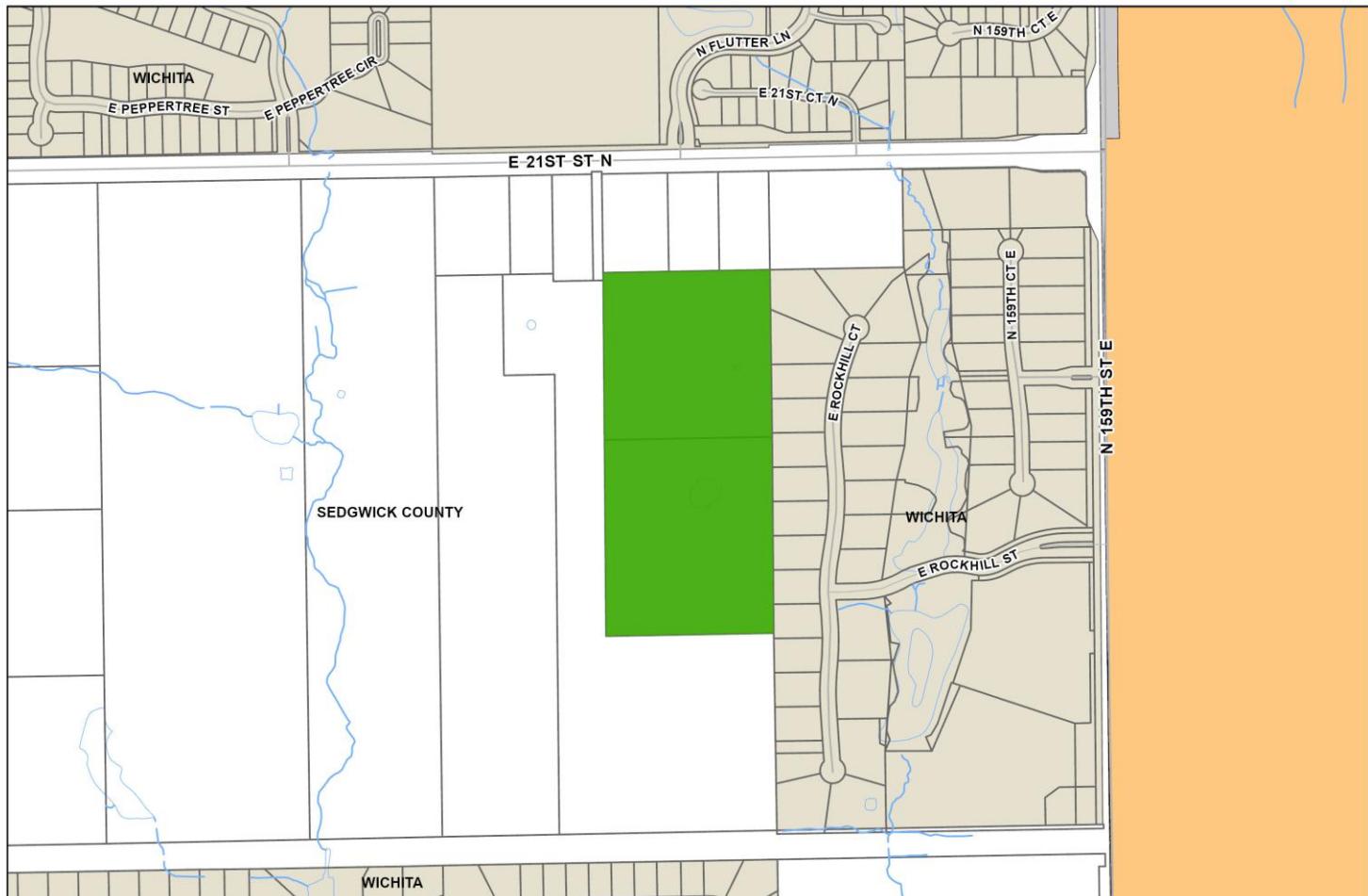
ANX25-07

Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Within One-Half Mile South of East 29th Street North and Within One-Quarter Mile West of North 159th Street East.

Address:	Reason(s) for Annexation:
21.8	Area in Acres
2	Existing population (est.)
1	Existing dwelling units
0	Existing industrial/commercial units
Existing zoning:	SF-20 Single-Family Residential District



ANNEXATION AREA

WICHITA

UNINCORPORATED SEDGWICK COUNTY

A25-07



Software: ArcGIS

Map Data Sources:
City of Wichita
Sedgwick County

Prepared: 7/17/2025

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

ORDINANCE NUMBER 52-801_____

CASE NUMBER ANX25-07

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS,
PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE
CITY OF WICHITA, KANSAS.

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the Northwest corner of said Northeast Quarter; Thence S0°15'09"W along the West line of said Northeast Quarter, 440.0 feet; thence N89°56'44"E parallel with the North line of said Northeast Quarter, 663.98 feet to a point of beginning; thence N89°56'44"E, 663.46 feet to a point 1329.00 feet West of the East line of said Northeast Quarter; thence S0°14'01"W, 1435.0 feet; thence S89°56'44"W, 665.29 feet; thence N0°18'24"E, 1435.0 feet to the point of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

[Remainder of Page Intentionally Left Blank]

ADOPTED at Wichita, Kansas, this 26th day of August, 2025.

Lily Wu, Mayor, City of Wichita

ATTEST:

Paul Leeker, City Clerk

Approved as to form:

Jennifer Magana, City Attorney & Director of Law

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Housing Authority Board

SUBJECT: Sale of 2054 North Piatt Avenue (District I)

INITIATED BY: Housing & Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the sale.

Background: In 2017, the Public Housing Authority (PHA) Board approved an application to the U.S. Department of Housing and Urban Development (HUD) to reposition its entire public housing portfolio under the Rental Assistance Demonstration (RAD) Program. The RAD Program allowed PHAs to convert properties from a Public Housing platform to a Section 8 platform to allow them to incur debt to raise funding necessary to complete much needed rehabilitation on the properties. The Public Housing portfolio was divided into two projects – one including the four multi-family senior buildings, and one including the 352 single-family homes. The RAD financing for the multi-family senior units closed on October 29, 2021, and construction began shortly thereafter. The Wichita Housing Authority (WHA) was not successful in securing financing to continue the RAD project for the 352 scattered-site single-family homes. On June 18, 2024, the WHA approved the submission of the Inventory Removal Application to HUD for 61 single-family homes from the 352-property public housing portfolio. The property at 2054 North Piatt Avenue is one of the 61 properties and is part of HUD's Asset Management Project (4) Number H29840. The property is improved with a two-bedroom Ranch style house measuring 836 square-feet and built in 1950. The City obtained a third-party appraisal to determine the fair market value of the property in its as-is condition. The property was valued at \$50,000.

Analysis: The City entered into a listing agreement with the real estate firm, At Home Wichita, to market and show the property. The property was also advertised for sale on the City's website. An offer of \$53,000 was received and accepted by the review committee.

Financial Considerations: The WHA will receive \$53,000 for the sale of the property, less closing costs. Net proceeds will be used to pay HUD-approved disposition expenses that include the property's pro-rata share of the expenses incurred for architectural, engineering, and environmental expenses incurred under the failed RAD project that prompted the disposition of WHA's single-family homes. Remaining net proceeds will be held in a restricted account to be used for a future Section 8 project(s) approved by the WHA and HUD as required by regulation.

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

Recommendation/Action: It is recommended that the WHA approve the contract, authorize the necessary signatures, and authorize any necessary budget adjustments for proceeds and disposition expenses.

Attachment: Real estate contract.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Marcus J Butler, 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 Special Warranty Deed the following described real property, situated in Sedgwick County, Kansas, to-wit:
LOT 9 BLOCK 1 BUILDERS 2ND. ADD. EXEMPT 4679-80-TG

Commonly known as 2054 N Piatt, Wichita, KS, and Sedgwick County Control Number 00162229.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to the Buyer of the above-described real property, the sum of **Fifty Three Thousand** dollars (\$ 53,000) in the manner following to-wit: cash at closing.
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, 100% of the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Agreement shall be delivered to the Parties hereto.
5. It is further agreed by and between the Parties hereto that all taxes and special assessments shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years' special assessments and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this Agreement to closing, "except that the special warranty deed will contain the restriction required by Section 9.01.020 of the Code of the City of Wichita, Kansas, 'No existing building nor any building which is constructed or placed upon the property, either temporarily or permanently, shall be used for the purpose of housing the operation of multigame, casino-style gambling on the premises.'"
8. It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be consummated on or before 11/7/2025.
9. Possession to be given to Buyer at closing and upon completion of the Closing.
10. Agency fee closing cost, if any, shall be paid 50% by Buyer and 50% by Seller.
11. The Parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage,

technical or other professional services and fees relating to the execution and performance of this Agreement incurred by such party.

12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns understand that any future use of the Property as described below for the following uses shall be prohibited in perpetuity:
 - A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Pay-day Loan Establishments
 - H. Commercial Billboards
14. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this Agreement and any future decisions he may make with regard to the Property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the staff, brokers or agents involved, and Buyer also agrees not to make any claim against the Seller.
15. Seller is represented by a REALTOR®/Real Estate licensee, Seller's Agent, Marcus Baysinger [Kansas License # 00239418] of At Home Wichita Real Estate 6530 East 13th Street North, Wichita, Kansas 67206 [License # CO00002784]; and Buyer is represented by

Kerry Dunn (00228779) of NextHome Excel 4601 E Douglas#313, Wichita, KS 67218 (CO00002983)

Both parties hereby agree that the Real Estate Compensation shall be as follows:

- a. Buyer agrees to pay Buyer Brokerage Fee of: _____% of Purchase Price or \$ N/A.
- b. Seller agrees to pay Buyer Brokerage Fee of: 2.5 % of Purchase Price or \$ N/A.

16. The covenants and agreements contained in Paragraphs 12, 13, 14 and 15 shall survive the closing of the sale intended hereby, and they shall bind the Buyer as fully after the sale as they do before.
17. The Lead Based Paint Disclosure is attached as Exhibit 1 and made a part hereto. Buyer acknowledges receiving, reading and signing the required disclosure regarding lead-based paint.
18. The Seller's Property Condition Disclosure Statement is attached as Exhibit 2 and made a part hereto. Buyer acknowledges receiving, reading and signing the required disclosure regarding property condition report.
19. In Kansas, law requires persons who are convicted of certain crimes including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If Buyer desires information regarding those registrants, information may be found on the homepage of the Kansas Bureau of Investigation at <http://www.Kansas.gov.kbi> or by contacting the local Sheriff's office.
20. Buyer acknowledges that every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:

Marcus J Butler 07/30/2025
Date _____ Date _____

Owner Occupant

SELLER:

City of Wichita, Kansas, a municipal corporation:

City of Wichita Housing Authority:

Lily Wu, Mayor, and City of Wichita Housing Authority Board Chair

ATTEST:

Paul Leeker, City Clerk and City of
Wichita Housing Authority Secretary

APPROVED AS TO FORM:

Jennifer Magana
Jennifer Magana, City Attorney and
Director of Law

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*2054 N. Piatt***Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must discuss the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)*LS*

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):



Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
[Report indicates LBP found and abated in 1992](#)



Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

LS

- (b) Records and reports available to the lessor (check one below)



Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
[Spectrum Environmental O & M Asbestos and LBP plan](#)



Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)*MIB*

- (c) Lessee has received copies of all information listed above

MIB

- (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (initial)

- (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Leon Salazar 6/13/2025(General Maint. Supervisor Housing Dept.)**Lessor****Date***Marcus J. Butler*07/30/2025**Lessee****Date****Lessor****Date****Lessee****Date****Agent****Date***Kerry Dunn*07/30/2025**Agent****Date**

(LBOR Approved - 1-15-10)

Seller Property Condition Disclosure Statement

The following is a disclosure statement, made by the SELLER, of information concerning the condition of the Property during ownership of the Property, on the date on which it is signed. It is not a warranty of any kind by the SELLER(S) or any Agent representing any principal in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER may wish to obtain. The information provided in this statement is the representation of the SELLER and not the representation of any Agent. The information contained herein is not intended to be part of any Contract between the SELLER and BUYER.

This disclosure statement concerns the real property situated at:

2054 N. PIATT IN THE CITY OF WICHITA,
COUNTY OF SEDWICK, STATE OF KANSAS.

SELLER IS IS NOT currently occupying the property.

SELLER has owned property since: 1971.

SELLER'S INFORMATION

The SELLER discloses the following information with the knowledge that even though this is not a warranty, prospective BUYERS may rely on this information in deciding whether, and on what terms, to purchase the subject real property. SELLER hereby authorizes any Agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or possible sale of the real property.

Indicate the condition of the following items by marking the appropriate box. Check only one box per item. If negotiable, so indicate by writing "NEGOTIABLE" next to the item.

SECTION A – APPLIANCES	Working	Not	Do Not Know	N/A - Not
		Working	if Working	Included
1. Built-in Vacuum System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other				
2. Clothes Dryer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
3. Clothes Washer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Freezer – Free Standing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Refrigerator.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Microwave Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Built in <input type="checkbox"/> Free Standing				
9. Wall Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other				
10. Cook Top.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
11. Range/Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-in <input type="checkbox"/> Other				
12. Range Ventilation System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Exterior Grill – Built in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV Antenna/Satellite Dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section A:

SELLER'S initials and date: _____
SELLER'S initials and date: LS 06/13/2025

BUYER'S initial and date: MJB 07/30/2025
BUYER'S initial and date: _____



SECTION B – ELECTRICAL SYSTEMS

	<u>Working</u>	<u>Not Working</u>	<u>Do Not Know if Working</u>	<u>N/A - Not Included</u>
1. Electrical Service Panel.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Capacity: <u>100</u> AMPS (helpful hint – see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers · <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> Unknown				
3. 220 Volt Service (ie, stove, a/c, dryer).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Cable TV wiring & Jacks: Number of Jacks_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Telephone Wiring & Jacks: Number of Jacks_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Ceiling Fans: Number of Ceiling Fans_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Doorbell.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Electrical Outlets & Switches.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Bathroom Vent Fan(s).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Light Fixtures.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Intercom System – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Sound System – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Speakers – Built-in; <input type="checkbox"/> Wiring – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. High Speed Internet Wiring.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other Number of Jacks: _____				
14. Security System (<input type="checkbox"/> Pre-Wired Only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Smoke/Fire Alarm.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors: _____				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes_____ Garage Door Keyless Entry.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section B: _____

SECTION C – HEATING AND COOLING SYSTEMS

1. Furnace.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Propane <input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Specify Other _____				
Age <u>16 year</u> ; <input type="checkbox"/> Zoned Number of Units <u>1</u>				
Humidifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Heat Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age _____; <input type="checkbox"/> Zoned Number of Units _____				
3. Air Conditioning.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Central Air; Age _____; <input type="checkbox"/> Zoned; No. of Units _____ <input type="checkbox"/> Electric <input type="checkbox"/> Other (comment)				
4. Propane Tank (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Leased From _____				
5. Air Purifier (Electronic Air Filter).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Solar Heating (Panels & Plumbing).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Whole House Fan.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Attic Ventilation System (attic only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Fireplace.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent Gas Fireplace Logs.....				
Gas Fireplace Starter.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Free Standing Heating Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fuel Source: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input type="checkbox"/> Other (comment)				
11. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section C: unit was vandalized stolen a/c unitSELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date: MJB 07/30/2025
BUYER'S initial and date: _____

SECTION D – WATER SYSTEMS

	Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Water Supply.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Connected to Treated Water System: <input checked="" type="checkbox"/> City Rural Well				
<input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District # _____ Phone # _____				
2. Sewage System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input checked="" type="checkbox"/> City Sanitary Sewer System				
<input type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Jetted Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Hot Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Sump Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Above Ground <input type="checkbox"/> In Ground				
8. Underground Sprinkler System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters <u>0</u> ; Age _____; Gals. _____				
10. Water Purifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Water Softener (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section D: unit vandalized plumbing cooper and water heater stolen**SECTION E – STRUCTURAL CONDITIONS**

	Yes	No	Unknown
1. Age of Roof <u>11 years</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____			
2. Has the roof ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is there present damage to the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are you aware of any adverse conditions regarding the exterior siding of the structure(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has the property been treated for infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Unrepaired damage from previous infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the property currently under warranty or other coverage by a licensed pest control company?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Have any of the windows ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is there any damage to the chimney which requires repair?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Are there any structural problems with the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Floors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Driveways	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Sidewalks.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Patios.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Retaining Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date: MJB 07/30/2025
BUYER'S initial and date: _____

Section E – Continued

- | | Yes | No | Unknown |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 16. Has there ever been damage to the real property or any of the improvements due to fire, flood, wind, hail, or other acts of nature? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Have you ever had a leak from any plumbing line/fixture or appliance? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Have you had the property inspected for the existence of any types of mold?
If Yes, attach copy of any inspection report. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Have you received any insurance proceeds or filed any insurance claim on the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, please comment and include any/all reports: Insurance claim on roof for hail damaged.

SECTION F – HAZARDOUS CONDITIONS: Are you (SELLER), to the best of your knowledge, aware of any of the following substances, materials, or products on the real property which may be an environmental hazard?

- | | Yes | No | Unknown |
|----------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 1. Radon..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Mold | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Lead-Based Paint..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Contaminated soil or water | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Toxic Materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Asbestos..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Landfill or buried materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Underground fuel or chemical storage tanks..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Other (specify): _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION G – TITLE DISCLOSURES: Are you (SELLER), to the best of your knowledge, aware of any of the following which could affect the real property? FOR INFORMATION CONCERNING SPECIAL ASSESSMENTS, CONTACT BOTH THE CITY CLERK AT 832-3201, AND THE COUNTY TREASURER AT 832-5178.

For online tax info visit: http://www.douglas-county.com/online_services/valuestaxes/disclaimer.asp.

For Pending/Certified Special Assessment info visit: <http://www.lawrenceks.org/specialassessment/>

- | | Yes | No | Unknown |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 1. Any Covenants and Restrictions or other deed restrictions or obligations..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Do you have a copy of a property survey..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Any lot-line disputes or other unusual claims against the real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any encroachments..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any zoning violations..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any non-conforming uses of property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any violations of "set back" requirements..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Easements other than normal utility easements | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any planned road or street expansions or improvements adjacent to the property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Any notices from any governmental, or quasi-governmental agency (HOA) affecting this real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Any Pending/Certified assessments on the real estate, including but not limited to those for sidewalks, streets, sewers and waterlines..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Total balance of remaining special taxes: \$ 0

Certified Special Taxes: please itemize below:

Special Assessment 1 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 2 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 3 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 4 Description: _____ Amount \$ _____ Pay Off Year: _____

Pending (estimated) Special Taxes or Benefit Districts: \$ _____ (principal only); Type of Assessment _____

SELLER'S initials and date: _____

BUYER'S initial and date: MJB 07/30/2025

SELLER'S initials and date: LS 6/13/2025

BUYER'S initial and date: _____



Section G – Continued

	Yes	No	Unknown
12. Features, such as walls, fences and driveways which are shared in common with adjoining landowners who use or have a responsibility to maintain the feature.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Any lawsuits against the SELLER threatening, or affecting, this real property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any Home Owners Association (HOA) which has authority over the real property..... Association contact person: _____ Phone _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Are Home Owner's Association (HOA) dues/fees assessed against the property..... Dues: \$ _____ per _____; Transfer/Initiation Fee: \$ _____ *Please explain in Comments/Explanation below what is covered /included by the HOA dues and fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas Co-owned in individual interest with others).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any problems related to any common area.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: _____

SECTION H – OTHER DISCLOSURES: FOR QUESTIONS CONCERNING ZONING OF ANY ADJACENT PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPARTMENT AT 832-3150, OR THE LOCAL CITY/COUNTY ZONING DEPARTMENT IF THIS PROPERTY IS LOCATED OUTSIDE OF DOUGLAS COUNTY.
Lawrence/Douglas County Planning info at: <http://www.lawrenceks.org/pds/>

	Yes	No	Unknown
1. Current zoning is <u>Single-Family Residence</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is any portion of the property in a flood plain..... If yes, is flood insurance required..... If yes, is there a certificate of elevation.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is the real property in a Wetlands area.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are there any flooding, drainage, or grading problems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Any room additions, structural modifications, or other alterations without: Necessary permits..... Licensed contractors.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Are any trees or shrubs diseased or dead.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is there located on the real property any of the following, active or inactive: a. Septic System..... b. Lagoon..... c. Well..... d. Cistern.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is this a rental property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are you aware of any environmental conditions or incidents on, at, or over the real property that could possibly lead to a lawsuit or liability under any law, rule, ordinance, or other legal theory.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: [Public Housing rental property.](#) _____**SECTION I – MAINTENANCE:** Insert the most recent year in which the following occurred.

	Date	Unknown	Date	Unknown
1. Serviced Air Conditioner... <u>2024</u>	<input type="checkbox"/>		4. Serviced/Cleaned Septic System... <u>n/a</u>	<input type="checkbox"/>
2. Serviced Furnace... <u>2024</u>	<input type="checkbox"/>		5. Serviced/Cleaned Main Plumbing Waste Lines..	<input checked="" type="checkbox"/>
3. Cleaned/Serviced Fireplace Chimney/Woodstove flue... <u>n/a</u>	<input type="checkbox"/>		6. Checked Sprinkler System Back-Flow Valve.... <u>n/a</u>	<input type="checkbox"/>
			7. Sprinkler System Winterized... <u>n/a</u>	<input type="checkbox"/>

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025**BUYER'S initial and date:** MJB 07/30/2025
BUYER'S initial and date: _____

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025

BUYER'S initial and date: MJB 07/30/2025
BUYER'S initial and date: _____



SECTION J – PERSONAL PROPERTY: ANY PERSONAL PROPERTY INCLUDED IN THE SALE OF THIS PROPERTY SHOULD BE ITEMIZED IN THE SALES CONTRACT AS NEGOTIATED BETWEEN SELLER AND BUYER.

1. ITEMS THAT REMAIN WITH PROPERTY:

None

2. ITEMS RESERVED BY SELLER:

None

SECTION K – ADDITIONAL INFORMATION:

1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO A BUYER:

No

2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP?

No

SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signed by SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER prior to recording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred as a result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statement.

I have not occupied this property in the past 1 years of my ownership. Therefore, there are conditions of this property with which I am not familiar, however I have completed this disclosure as fully as possible.

SELLER SIGNATURE

DATE

SELLER NAME (Please type or print clearly)

Leon Salazar

6/13/2025

SELLER SIGNATURE

DATE

Leon Salazar

SELLER NAME (Please type or print clearly)

BUYER'S initial and date: MJ8 07/30/2025

BUYER'S initial and date: _____



**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Housing Authority Board

SUBJECT: Sale of 2915 East Shadybrook Lane (District I)

INITIATED BY: Housing & Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the sale.

Background: In 2017, the Public Housing Authority (PHA) Board approved an application to the U.S. Department of Housing and Urban Development (HUD) to reposition its entire public housing portfolio under the Rental Assistance Demonstration (RAD) Program. The RAD Program allowed PHAs to convert properties from a Public Housing platform to a Section 8 platform to allow them to incur debt to raise funding necessary to complete much needed rehabilitation on the properties. The Public Housing portfolio was divided into two projects – one including the four multi-family senior buildings, and one including the 352 single-family homes. The RAD financing for the multi-family senior units closed on October 29, 2021, and construction began shortly thereafter. The Wichita Housing Authority (WHA) was not successful in securing financing to continue the RAD project for the 352 scattered-site single-family homes. On June 18, 2024, the WHA approved the submission of the Inventory Removal Application to HUD for 61 single-family homes from the 352-property public housing portfolio. The property at 2915 East Shadybrook Lane is one of the 61 properties and is part of HUD's Asset Management Project (3) Number H29830. The property is improved with a three-bedroom Ranch style house measuring 1,201 square-feet and built in 1995. The City obtained a third-party appraisal to determine the fair market value of the property in its as-is condition. The property was valued at \$75,000.

Analysis: The City entered into a listing agreement with the real estate firm, At Home Wichita, to market and show the property. The property was also advertised for sale on the City's website. An offer of \$87,000 was received and accepted by the review committee.

Financial Considerations: The WHA will receive \$87,000 for the sale of the property, less closing costs. Net proceeds will be used to pay HUD-approved disposition expenses that include the property's pro-rata share of the expenses incurred for architectural, engineering, and environmental expenses incurred under the failed RAD project that prompted the disposition of WHA's single-family homes. Remaining net proceeds will be held in a restricted account to be used for a future Section 8 project(s) approved by the WHA and HUD as required by regulation.

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

Recommendation/Action: It is recommended that the WHA approve the contract, authorize the necessary signatures, and authorize any necessary budget adjustments for proceeds and disposition expenses.

Attachment: Real estate contract

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Four Corners Wichita LLC, 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 Special Warranty Deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

LOT 32 EXC BEG SW COR E 11.7 FT NW TONW COR S TO BEG & W 10 FT LOT 33BLOCK 14 SHADBROOK ADDITION
Commonly known as 2915 E SHADBROOK LN WICHITA, KS 67214, and Sedgwick County Control Number 00159206
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to the Buyer of the above-described real property, the sum of Eighty-seven thousand dollars (\$ 87,000) in the manner following to-wit: cash at closing.
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, 100% of the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Agreement shall be delivered to the Parties hereto.
5. It is further agreed by and between the Parties hereto that all taxes and special assessments shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years' special assessments and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this Agreement to closing.
8. It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be consummated on or before 10/24/25.
9. Possession to be given to Buyer at closing and upon completion of the Closing.
10. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.
11. The Parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Agreement incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own

expense, shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns understand that any future use of the Property as described below for the following uses shall be prohibited in perpetuity:
- A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Pay-day Loan Establishments
 - H. Commercial Billboards
14. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this Agreement and any future decisions he may make with regard to the Property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the staff, brokers or agents involved, and Buyer also agrees not to make any claim against the Seller.
15. Seller is represented by a REALTOR®/Real Estate licensee, Seller's Agent, Ben Curtis [Kansas License # 00250066] of At Home Wichita Real Estate 6530 East 13th Street North, Wichita, Kansas 67206 [License # CO00002784]; and Buyer is represented by Serilath Lane, LPT Realty, License #00246808

Both parties hereby agree that the Real Estate Compensation shall be as follows:

- a. Buyer agrees to pay Buyer Brokerage Fee of: 2.5 % of Purchase Price or \$ N/A.
- b. Seller agrees to pay Buyer Brokerage Fee of: 2.5 % of Purchase Price or \$ N/A.

16. The covenants and agreements contained in Paragraphs 12, 13, 14 and 15 shall survive the closing of the sale intended hereby, and they shall bind the Buyer as fully after the sale as they do before.

17. The Lead Based Paint Disclosure is attached as Exhibit 1 and made a part hereto. Buyer acknowledges receiving, reading and signing the required disclosure regarding lead-based paint.
18. The Seller's Property Condition Disclosure Statement is attached as Exhibit 2 and made a part hereto. Buyer acknowledges receiving, reading and signing the required disclosure regarding property condition report.
19. In Kansas, law requires persons who are convicted of certain crimes including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If Buyer desires information regarding those registrants, information may be found on the homepage of the Kansas Bureau of Investigation at <http://www.Kansas.gov.kbi> or by contacting the local Sheriff's office.
20. Buyer acknowledges that every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:


dotloop verified
07/29/25 11:59 AM
CDT
PELI-C6H1-7D6J-HD04

Date

Date

SELLER:

City of Wichita, Kansas, a municipal corporation:

City of Wichita Housing Authority:

Lily Wu, Mayor, and City of Wichita Housing Authority Board Chair

ATTEST:

Shinita Rice, Deputy City Clerk and
City of Wichita Housing Authority
Secretary

APPROVED AS TO FORM:



Jennifer Magana, City Attorney and
Director of Law



Property Taxes and Appraisals

2915 E SHADYBROOK LN WICHITA

Property Description

Property Type	Urban Res Homesite
Legal Description	LOT 32 EXC BEG SW COR E 11.7 FT NW TO NW COR S TO BEG & W 10 FT LOT 33 BLOCK 14 SHADYBROOK ADDITION EXEMPT #1997-9993-TX
Property Address	2915 E SHADYBROOK LN, WICHITA, KS 67214
Owner	WICHITA CITY OF
Mailing Address	455 N MAIN ST WICHITA KS 67202-1600
Geo Code	C 135320001
PIN	00159206
AIN	122100110501400
Quick Ref ID	R67233
Tax Unit	6702 001 WICHITA U-259
Land Use	1101 Single family detached dwelling
2025 Market Land Square Feet	7,940
2025 Total Acres	0.18
2025 Total Ag Acres	0.00
	\$79,500

Residential Structure Characteristics

Year Built	1995
Architectural Style	Ranch
Main Floor Area	1,176
Upper Floor Area	0
Above Ground Living Area	1,176
Bedrooms	4
Full Bathrooms	1
Half Bathrooms	0
Basement Type	Crawl - 2
Total Basement Area	0
Recreation Room Basement Finished Area	0
Basement Finished Living Area	0
Condition/Desirability/Utility	FR
Physical Condition	FR
More Details	Documents/Report

Property Value Estimates

Adam Freking

dotloop verified
07/29/25 11:59 AM CDT
AR0V-UB9J-EN0K-FOPB

2025 Appraisal Value**2025 Assessment Value**

Temporarily Unavailable

[Final Value Section Explanation](#)**2025 Appraised Value** \$79,500**2025 Value Method** OVR**Override Reason** Cost Override**Method** **Value****Cost Estimate** \$83,700**Market Estimate** \$112,600**MRA Estimate** \$88,800**Weighted Estimate** \$117,700**Indexed Estimate** \$0

* Information on the property card is as of January 1st



Appraisal Values

Year	Class	Values
2025	Exempt	\$5,100 Land \$74,400 Improvements
		<hr/> Total \$79,500 (+11%)
2024	Exempt	\$4,200 Land \$67,400 Improvements
		<hr/> Total \$71,600 (+9%)
2023	Exempt	\$4,200 Land \$61,300 Improvements
		<hr/> Total \$65,500 (+10%)
2022	Exempt	\$4,000 Land \$55,600 Improvements
		<hr/> Total \$59,600 (-8%)
2021	Exempt	\$4,000 Land \$60,800 Improvements
		<hr/> Total \$64,800
2020	Exempt	\$4,000 Land \$60,800 Improvements
		<hr/> Total \$64,800
2019	Exempt	\$3,800 Land \$61,000 Improvements
		<hr/> Total \$64,800
2018	Exempt	\$3,800 Land \$61,000 Improvements
		<hr/> Total \$64,800
2017	Exempt	\$4,900 Land \$59,900 Improvements
		<hr/> Total \$64,800
2016	Exempt	\$4,900 Land \$59,900 Improvements
		<hr/> Total \$64,800

Assessment Values

Year	Class	Values
2025	Exempt	Temporarily Land Unavailable Temporarily Improvements Unavailable
		<hr/> Total Unavailable
2024	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2023	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2022	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2021	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2020	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2019	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2018	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2017	Exempt	\$0 Land \$0 Improvements
		<hr/> Total
2016	Exempt	\$0 Land \$0 Improvements
		<hr/> Total

2024 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$5.00
	Totals:	\$0.00	\$0.00	\$5.00

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2024	114.404000	\$0.00	\$5.00	\$0.00	\$0.00	\$5.00	\$5.00	\$0.00
2023	115.185000	\$0.00	\$8.38	\$0.00	\$0.00	\$8.38	\$8.38	\$0.00
2022	115.114000	\$0.00	\$8.38	\$0.00	\$0.00	\$8.38	\$8.38	\$0.00
2021	116.142000	\$0.00	\$7.90	\$0.00	\$0.00	\$7.90	\$7.90	\$0.00
2020	116.599000	\$0.00	\$7.80	\$0.00	\$0.00	\$7.80	\$7.80	\$0.00
2019	116.788000	\$0.00	\$7.80	\$0.00	\$0.00	\$7.80	\$7.80	\$0.00
2018	117.213000	\$0.00	\$5.88	\$0.00	\$0.00	\$5.88	\$5.88	\$0.00
2017	117.293000	\$0.00	\$5.88	\$0.00	\$0.00	\$5.88	\$5.88	\$0.00
2016	117.201000	\$0.00	\$4.84	\$0.04	\$0.00	\$4.88	\$4.88	\$0.00
2015	119.847000	\$0.00	\$4.88	\$0.00	\$0.00	\$4.88	\$4.88	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	28.701000
0518 CITY OF WICHITA	32.816000
0602 USD 259	15.876000
0602 USD 259 SC	8.000000

0602 USD 259 SG	20.000000
0754 USD 259 BOND	7.511000

Total: 114.404000

Adam Freking

dotloop verified
07/29/25 11:59 AM CDT
HVPA-FVSZ-RZEQ-SPQQ

(LBOR Approved - 1-15-10)

Seller Property Condition Disclosure Statement

The following is a disclosure statement, made by the SELLER, of information concerning the condition of the Property during ownership of the Property, on the date on which it is signed. It is not a warranty of any kind by the SELLER(S) or any Agent representing any principal in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER may wish to obtain. The information provided in this statement is the representation of the SELLER and not the representation of any Agent. The information contained herein is not intended to be part of any Contract between the SELLER and BUYER.

This disclosure statement concerns the real property situated at:

2915 E. SHADYROOK IN THE CITY OF WICHITA,
 COUNTY OF SEDGWICK, STATE OF KANSAS.

SELLER IS IS NOT currently occupying the property.

SELLER has owned property since: 1995.

SELLER'S INFORMATION

The SELLER discloses the following information with the knowledge that even though this is not a warranty, prospective BUYERS may rely on this information in deciding whether, and on what terms, to purchase the subject real property. SELLER hereby authorizes any Agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or possible sale of the real property.

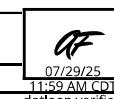
Indicate the condition of the following items by marking the appropriate box. Check only one box per item. If negotiable, so indicate by writing "NEGOTIABLE" next to the item.

SECTION A – APPLIANCES	Working	Not Working	Do Not Know if Working	N/A - Not Included
				<input checked="" type="checkbox"/>
1. Built-in Vacuum System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other				
2. Clothes Dryer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
3. Clothes Washer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Freezer – Free Standing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Refrigerator.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Microwave Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Built in <input type="checkbox"/> Free Standing				
9. Wall Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other				
10. Cook Top.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
11. Range/Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-in <input type="checkbox"/> Other				
12. Range Ventilation System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Exterior Grill – Built in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV Antenna/Satellite Dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section A:

SELLER'S initials and date: _____
 SELLER'S initials and date: LS 6/13/2025

BUYER'S initial and date: _____
 BUYER'S initial and date: _____



SECTION B – ELECTRICAL SYSTEMS

	<u>Working</u>	<u>Not Working</u>	<u>Do Not Know if Working</u>	<u>N/A - Not Included</u>
1. Electrical Service Panel.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Capacity: <u>100</u> AMPS (helpful hint – see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers · <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> Unknown				
3. 220 Volt Service (ie, stove, a/c, dryer).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cable TV wiring & Jacks: Number of Jacks_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Ceiling Fans: Number of Ceiling Fans_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Doorbell.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Electrical Outlets & Switches.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Bathroom Vent Fan(s).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Light Fixtures.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intercom System –Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Sound System –Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Speakers –Built-in; <input type="checkbox"/> Wiring – Built-in.....				
13. High Speed Internet Wiring.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other Number of Jacks:_____				
14. Security System (<input type="checkbox"/> Pre-Wired Only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Smoke/Fire Alarm.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors:_____				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes_____ Garage Door Keyless Entry.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Other:_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section B: _____

SECTION C – HEATING AND COOLING SYSTEMS

1. Furnace.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Propane <input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Specify Other _____				
Age <u>16 year</u> ; <input type="checkbox"/> Zoned Number of Units <u>1</u> _____				
Humidifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Heat Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age _____; <input type="checkbox"/> Zoned Number of Units _____				
3. Air Conditioning.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Central Air; Age _____; <input type="checkbox"/> Zoned; No. of Units _____ <input type="checkbox"/> Electric <input type="checkbox"/> Other (comment)				
4. Propane Tank (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Leased From _____				
5. Air Purifier (Electronic Air Filter).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Solar Heating (Panels & Plumbing).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Whole House Fan.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Attic Ventilation System (attic only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Fireplace.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent Gas Fireplace Logs.....				
Gas Fireplace Starter.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Free Standing Heating Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fuel Source: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input type="checkbox"/> Other (comment)				
11. Other:_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section C: unit was vandalized stolen a/c unit and evaporator coilSELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date: _____
BUYER'S initial and date: 07/29/25
11:59 AM CDT
dotloop verified

SECTION D – WATER SYSTEMS

	<u>Working</u>	<u>Not Working</u>	<u>Do Not Know if Working</u>	<u>N/A - Not Included</u>
1. Water Supply.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Connected to Treated Water System: <input checked="" type="checkbox"/> City <input type="checkbox"/> Rural				
<input type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District #_____ Phone #_____				
2. Sewage System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input checked="" type="checkbox"/> City Sanitary Sewer System				
<input type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines.....	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets.....	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Jetted Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Hot Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Sump Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Above Ground <input type="checkbox"/> In Ground				
8. Underground Sprinkler System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters <u>1</u> ; Age <u>12 yrs.</u> ; Gals. <u>40</u>				
10. Water Purifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Water Softener (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section D: _____

SECTION E – STRUCTURAL CONDITIONS

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
1. Age of Roof <u>21 years</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____			
2. Has the roof ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is there present damage to the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are you aware of any adverse conditions regarding the exterior siding of the structure(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has the property been treated for infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Unrepaired damage from previous infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the property currently under warranty or other coverage by a licensed pest control company?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Have any of the windows ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is there any damage to the chimney which requires repair?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Are there any structural problems with the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Floors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Driveways	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Sidewalks.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Patios.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Retaining Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date: _____
BUYER'S initial and date: _____

Section E – Continued

- | | Yes | No | Unknown |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| 16. Has there ever been damage to the real property or any of the improvements due to fire, flood, wind, hail, or other acts of nature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Have you ever had a leak from any plumbing line/fixture or appliance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Have you had the property inspected for the existence of any types of mold?
If Yes, attach copy of any inspection report. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Have you received any insurance proceeds or filed any insurance claim on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION F – HAZARDOUS CONDITIONS: Are you (SELLER), to the best of your knowledge, aware of any of the following substances, materials, or products on the real property which may be an environmental hazard?

- | | Yes | No | Unknown |
|----------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 1. Radon..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Mold | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Lead-Based Paint..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Contaminated soil or water | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Toxic Materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Asbestos..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Landfill or buried materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Underground fuel or chemical storage tanks..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Other (specify):_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION G – TITLE DISCLOSURES: Are you (SELLER), to the best of your knowledge, aware of any of the following which could affect the real property? FOR INFORMATION CONCERNING SPECIAL ASSESSMENTS, CONTACT BOTH THE CITY CLERK AT 832-3201, AND THE COUNTY TREASURER AT 832-5178.

For online tax info visit: http://www.douglas-county.com/online_services/valuestaxes/disclaimer.asp.

For Pending/Certified Special Assessment info visit: <http://www.lawrenceks.org/specialassessment/>

- | | Yes | No | Unknown |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 1. Any Covenants and Restrictions or other deed restrictions or obligations..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Do you have a copy of a property survey..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Any lot-line disputes or other unusual claims against the real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any encroachments..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any zoning violations..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any non-conforming uses of property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any violations of "set back" requirements..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Easements other than normal utility easements | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any planned road or street expansions or improvements adjacent to the property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Any notices from any governmental, or quasi-governmental agency (HOA) affecting this real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Any Pending/Certified assessments on the real estate, including but not limited to those for sidewalks, streets, sewers and waterlines..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Total balance of remaining special taxes: \$ 0

Certified Special Taxes: please itemize below:

Special Assessment 1 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 2 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 3 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 4 Description: _____ Amount \$ _____ Pay Off Year: _____

Pending (estimated) Special Taxes or Benefit Districts: \$ _____ (principal only); Type of Assessment _____

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025

BUYER'S initial and date: _____
BUYER'S initial and date: 
07/29/25
11:59 AM CDT
dotloop verified



Section G – Continued

	Yes	No	Unknown
12. Features, such as walls, fences and driveways which are shared in common with adjoining landowners who use or have a responsibility to maintain the feature.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any lawsuits against the SELLER threatening, or affecting, this real property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any Home Owners Association (HOA) which has authority over the real property..... Association contact person: _____ Phone _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Are Home Owner's Association (HOA) dues/fees assessed against the property..... Dues: \$ _____ per _____; Transfer/Initiation Fee: \$ _____ *Please explain in Comments/Explanation below what is covered /included by the HOA dues and fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas Co-owned in individual interest with others).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any problems related to any common area.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: _____

SECTION H – OTHER DISCLOSURES: FOR QUESTIONS CONCERNING ZONING OF ANY ADJACENT PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPARTMENT AT 832-3150, OR THE LOCAL CITY/COUNTY ZONING DEPARTMENT IF THIS PROPERTY IS LOCATED OUTSIDE OF DOUGLAS COUNTY. Lawrence/Douglas County Planning info at: <http://www.lawrenceks.org/pds/>

	Yes	No	Unknown
1. Current zoning is <u>Single-Family Residence</u>			
2. Is any portion of the property in a flood plain..... If yes, is flood insurance required..... If yes, is there a certificate of elevation.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is the real property in a Wetlands area.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are there any flooding, drainage, or grading problems.....	<input type="checkbox"/>		<input checked="" type="checkbox"/>
5. Any room additions, structural modifications, or other alterations without: Necessary permits..... Licensed contractors.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Are any trees or shrubs diseased or dead.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is there located on the real property any of the following, active or inactive: a. Septic System..... b. Lagoon..... c. Well..... d. Cistern.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is this a rental property.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you aware of any environmental conditions or incidents on, at, or over the real property that could possibly lead to a lawsuit or liability under any law, rule, ordinance, or other legal theory.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: Public Housing rental property**SECTION I – MAINTENANCE:** Insert the most recent year in which the following occurred.

	Date	Unknown	Date	Unknown
1. Serviced Air Conditioner... <u>2024</u>	<input type="checkbox"/>		4. Serviced/Cleaned Septic System... <u>n/a</u>	<input type="checkbox"/>
2. Serviced Furnace... <u>2024</u>	<input type="checkbox"/>		5. Serviced/Cleaned Main Plumbing Waste Lines..	<input checked="" type="checkbox"/>
3. Cleaned/Serviced Fireplace Chimney/Woodstove flue... <u>n/a</u>	<input type="checkbox"/>		6. Checked Sprinkler System Back-Flow Valve.... <u>n/a</u>	<input type="checkbox"/>
			7. Sprinkler System Winterized... <u>n/a</u>	<input type="checkbox"/>

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date: _____
BUYER'S initial and date: AF
07/29/25
11:59 AM CDT
dotloop verified

SECTION J – PERSONAL PROPERTY: ANY PERSONAL PROPERTY INCLUDED IN THE SALE OF THIS PROPERTY SHOULD BE ITEMIZED IN THE SALES CONTRACT AS NEGOTIATED BETWEEN SELLER AND BUYER.

1. ITEMS THAT REMAIN WITH PROPERTY:

None

2. ITEMS RESERVED BY SELLER:

None

SECTION K – ADDITIONAL INFORMATION:

1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO A BUYER:

No

2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP?

No

SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signed by SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER prior to recording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred as a result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statement.

I have not occupied this property in the past 1 years of my ownership. Therefore, there are conditions of this property with which I am not familiar, however I have completed this disclosure as fully as possible.

SELLER SIGNATURE

DATE

SELLER NAME (Please type or print clearly)

Leon Salazar

SELLER SIGNATURE

6/13/2025

DATE

SELLER NAME (Please type or print clearly)

Leon Salazar

BUYER'S initial and date:

dotloop verified

BUYER'S RECEIPT OF DISCLOSURE STATEMENT

BUYER acknowledges that this disclosure does not constitute a warranty. The BUYER is urged to carefully inspect the property and to have the property inspected by a qualified inspector. The BUYER understands that there are areas of the property of which the SELLER has no knowledge and this disclosure statement does not encompass those areas. The BUYER also acknowledges that he has read and received a signed copy of this statement from the SELLER or SELLER'S Agent. The BUYER acknowledges any personal property not included in the sales contract remains the property of the SELLER.

BUYER'S RIGHT TO PROFESSIONAL COUNSEL: BUYER acknowledges and agrees that the purchase of real property encompasses many professional disciplines, and while Broker possesses considerable general knowledge, Broker is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous material, engineering, etc. BUYER acknowledges that BUYER has been advised by Broker to seek professional expert assistance and advice in those and other areas of professional expertise. In the event that Broker provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that Broker does not warrant or guarantee such services and/or products.

BUYER herein understands that outside legal and tax counsel is recommended. Comprehensive mechanical, structural and other inspections are recommended. If, at BUYER'S option and choice, BUYER decides not to conduct inspections or obtain tax and legal counsel before closing, then BUYER accepts the Property in its present condition and will make no claim against SELLER, Brokers, or agents, based upon the lack of tax or legal counsel or based on any known or unknown past, current, or future condition of the above property and/or its improvements including but not limited to latent or patent defects, repairs, or replacements.

BUYER is advised that school boundaries are subject to change.

BUYER is advised that Kansas law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. BUYER is advised that information regarding those registrants may be available through the Kansas Bureau of Investigation (home page address: <http://www.kansas.gov/kbi/>) or by contacting the local sheriff's office.

BUYER is advised that fungal contaminants (molds, etc.) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose fungal contaminants. BUYER may wish to obtain an inspection specifically for fungal contaminants to more fully determine the condition of the Property and its environmental status. Companies may be found in the Yellow Pages under "Environmental and Ecological Consultants," or "Environmental and Ecological Equipment and Services." Additional information about mold/fungal contaminants may be found at the following Internet Web Site: <http://www.cdc.gov/mold/faqs.htm>.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>. BUYER acknowledges that SELLER does not warrant code compliance.



dotloop verified
07/29/25 11:59 AM CDT
7VRB-ZKQM-VFJG-B9CR

DATE

— Adam Freking

BUYER NAME (Please type or print clearly)

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*2915 E. Shadybrook***Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)*LS*

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):



Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).



Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

LS

- (b) Records and reports available to the lessor (check one below)



Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).



Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

 07/29/25

- (c) Lessee has received copies of all information listed above


 07/29/25
 11:59 AM CDT
dotloop verified

- (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (initial)

- (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Leon Salazar

6/13/2025

(General Maint. Supervisor Housing Dept.)

Lessor**Date***Adam Freking*
dotloop verified
07/29/25 11:59 AM
CDT
RVQK-IMPI-FAJ0-JSMS
Date**Lessor****Date***Sherrie Lane*
dotloop verified
07/29/25 11:17 AM
CDT
DJDK-3WLS-YBLL-IUBP
Date**Agent****Date**

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Housing Authority Board

SUBJECT: Sale of 3017 East Shadybrook Lane (District I)

INITIATED BY: Housing & Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the sale.

Background: In 2017, the Public Housing Authority (PHA) Board approved an application to the U.S. Department of Housing and Urban Development (HUD) to reposition its entire public housing portfolio under the Rental Assistance Demonstration (RAD) Program. The RAD Program allowed PHAs to convert properties from a Public Housing platform to a Section 8 platform to allow them to incur debt to raise funding necessary to complete much needed rehabilitation on the properties. The Public Housing portfolio was divided into two projects – one including the four multi-family senior buildings, and one including the 352 single-family homes. The RAD financing for the multi-family senior units closed on October 29, 2021, and construction began shortly thereafter. The Wichita Housing Authority (WHA) was not successful in securing financing to continue the RAD project for the 352 scattered-site single-family homes. On June 18, 2024, the WHA approved the submission of the Inventory Removal Application to HUD for 61 single-family homes from the 352-property public housing portfolio. The property at 3017 East Shadybrook Lane is one of the 61 properties and is part of HUD's Asset Management Project (3) Number H29830. The property is improved with a three-bedroom Ranch style house measuring 941 square-feet and built in 1995. The City obtained a third-party appraisal to determine the fair market value of the property in its as-is condition. The property was valued at \$72,000.

Analysis: The City entered into a listing agreement with the real estate firm, At Home Wichita, to market and show the property. The property was also advertised for sale on the City's website. An offer of \$87,000 was received and accepted by the review committee.

Financial Considerations: The WHA will receive \$87,000 for the sale of the property, less closing costs. Net proceeds will be used to pay HUD-approved disposition expenses that include the property's pro-rata share of the expenses incurred for architectural, engineering, and environmental expenses incurred under the failed RAD project that prompted the disposition of WHA's single-family homes. Remaining net proceeds will be held in a restricted account to be used for a future Section 8 project(s) approved by the WHA and HUD as required by regulation.

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

Recommendation/Action: It is recommended that the WHA approve the contract, authorize the necessary signatures, and authorize any necessary budget adjustments for proceeds and disposition expenses.

Attachment: Real estate contract.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Mohammad Yaser Malik, as owner occupant, 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 Special Warranty Deed the following described real property, situated in Sedgwick County, Kansas, to-wit:
Lot 2 Block 15 Shadybrook ADD.

Commonly known as 3017 E Shadybrook Wichita KS 67214, and Sedgwick County Control Number 00159209.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to the Buyer of the above-described real property, the sum of Eighty Seven Thousands dollars (\$ 87000.00) in the manner following to-wit: cash at closing.
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, 100% of the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Agreement shall be delivered to the Parties hereto.
5. It is further agreed by and between the Parties hereto that all taxes and special assessments shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years' special assessments and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this Agreement to closing.
8. It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be consummated on or before October 30, 2025.
9. Possession to be given to Buyer at closing and upon completion of the Closing.
10. Agency fee closing cost, if any, shall be paid 50% by Buyer and 50% by Seller.
11. The Parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services and fees relating to the execution and performance of this Agreement incurred by such party.

12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns understand that any future use of the Property as described below for the following uses shall be prohibited in perpetuity:
- A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Pay-day Loan Establishments
 - H. Commercial Billboards
14. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this Agreement and any future decisions he may make with regard to the Property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the staff, brokers or agents involved, and Buyer also agrees not to make any claim against the Seller.
15. Seller is represented by a REALTOR®/Real Estate licensee, Seller's Agent, Lindsey Magana [Kansas License # 00248603] of At Home Wichita Real Estate 6530 East 13th Street North, Wichita, Kansas 67206 [License # CO00002784]; and Buyer is represented by Omar Abushikha KS License #00224672 of Penfed Realty 1617 N Waterfront PKY #110 Wichita KS 67206
- Both parties hereby agree that the Real Estate Compensation shall be as follows:
- a. Buyer agrees to pay Buyer Brokerage Fee of: _____ % of Purchase Price or \$ N/A.
 - b. Seller agrees to pay Buyer Brokerage Fee of: 2.5 % of Purchase Price or \$ N/A.

16. The covenants and agreements contained in Paragraphs 12, 13, 14 and 15 shall survive the closing of the sale intended hereby, and they shall bind the Buyer as fully after the sale as they do before.
17. The Lead Based Paint Disclosure is attached as Exhibit 1 and made a part hereto. Buyer acknowledges receiving, reading and signing the required disclosure regarding lead-based paint.
18. The Seller's Property Condition Disclosure Statement is attached as Exhibit 2 and made a part hereto. Buyer acknowledges receiving, reading and signing the required disclosure regarding property condition report.
19. In Kansas, law requires persons who are convicted of certain crimes including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If Buyer desires information regarding those registrants, information may be found on the homepage of the Kansas Bureau of Investigation at <http://www.Kansas.gov.kbi> or by contacting the local Sheriff's office.
20. Buyer acknowledges that every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:

 Mohammad Yaser Malik 07/29/25

Mohammad Yaser Malik Date _____ Date

SELLER:

City of Wichita, Kansas, a municipal corporation:

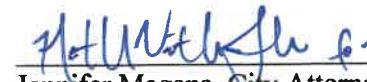
City of Wichita Housing Authority:

Lily Wu, Mayor, and City of Wichita Housing Authority Board Chair

ATTEST:

Shinita Rice, Deputy City Clerk and
City of Wichita Housing Authority Secretary

APPROVED AS TO FORM:



Jennifer Magana, City Attorney and
Director of Law

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

3017 E. Shadybrook

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)*LS*

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

LS

(b) Records and reports available to the lessor (check one below)

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) Lessee has received copies of all information listed above

(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Leon Salazar

6/13/2025

(General Maint. Supervisor Housing Dept.)

Lessor**Date***Mohammad Yaser Malik*

07/29/25

Lessee**Date***Lessor***Date***Lessee***Date***Lindsey Magana*

06/13/2025

Agent**Date***Omar Abushikha*

07/29/25

Agent**Date**

(LBOR Approved - 1-15-10)

Seller Property Condition Disclosure Statement

The following is a disclosure statement, made by the SELLER, of information concerning the condition of the Property during ownership of the Property, on the date on which it is signed. It is not a warranty of any kind by the SELLER(S) or any Agent representing any principal in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER may wish to obtain. The information provided in this statement is the representation of the SELLER and not the representation of any Agent. The information contained herein is not intended to be part of any Contract between the SELLER and BUYER.

This disclosure statement concerns the real property situated at:

3017 E. SHADYROOK IN THE CITY OF WICHITA,
 COUNTY OF SEDWICK, STATE OF KANSAS.

SELLER IS IS NOT currently occupying the property.

SELLER has owned property since: 1995.

SELLER'S INFORMATION

The SELLER discloses the following information with the knowledge that even though this is not a warranty, prospective BUYERS may rely on this information in deciding whether, and on what terms, to purchase the subject real property. SELLER hereby authorizes any Agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or possible sale of the real property.

Indicate the condition of the following items by marking the appropriate box. Check only one box per item. If negotiable, so indicate by writing "NEGOTIABLE" next to the item.

SECTION A – APPLIANCES	Working	Not Working	Do Not Know if Working	N/A - Not Included
				<input checked="" type="checkbox"/>
1. Built-in Vacuum System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other				
2. Clothes Dryer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
3. Clothes Washer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Freezer – Free Standing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Refrigerator.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Microwave Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Built in <input type="checkbox"/> Free Standing				
9. Wall Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other				
10. Cook Top.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric				
11. Range/Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-in <input type="checkbox"/> Other				
12. Range Ventilation System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Exterior Grill – Built in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV Antenna/Satellite Dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section A:

SELLER'S initials and date: _____
 SELLER'S initials and date: LS 6/13/2025

BUYER'S initial and date: MJM 07/29/25
 BUYER'S initial and date: _____



SECTION B – ELECTRICAL SYSTEMS

	<u>Working</u>	<u>Not Working</u>	<u>Do Not Know if Working</u>	<u>N/A - Not Included</u>
1. Electrical Service Panel.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Capacity: <u>100</u> AMPS (helpful hint – see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers · <input type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> Unknown				
3. 220 Volt Service (ie, stove, a/c, dryer).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cable TV wiring & Jacks: Number of Jacks_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Ceiling Fans: Number of Ceiling Fans_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Doorbell.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Electrical Outlets & Switches.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Bathroom Vent Fan(s).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Light Fixtures.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intercom System –Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Sound System –Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Speakers –Built-in; <input type="checkbox"/> Wiring – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. High Speed Internet Wiring.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other Number of Jacks:_____				
14. Security System (<input type="checkbox"/> Pre-Wired Only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Smoke/Fire Alarm.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors:_____				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage Door Keyless Entry.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Other:_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section B: _____

SECTION C – HEATING AND COOLING SYSTEMS

1. Furnace.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Propane <input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Specify Other _____				
Age <u>16 year</u> ; <input type="checkbox"/> Zoned Number of Units <u>1</u> _____				
Humidifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Heat Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age _____; <input type="checkbox"/> Zoned Number of Units _____				
3. Air Conditioning.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Central Air; Age _____; <input type="checkbox"/> Zoned; No. of Units _____ <input type="checkbox"/> Electric <input type="checkbox"/> Other (comment)				
4. Propane Tank (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Leased From _____				
5. Air Purifier (Electronic Air Filter).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Solar Heating (Panels & Plumbing).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Whole House Fan.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Attic Ventilation System (attic only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Fireplace.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent Gas Fireplace Logs.....				
Gas Fireplace Starter.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Free Standing Heating Stove.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fuel Source: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input type="checkbox"/> Other (comment)				
11. Other:_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section C: unit was vandalized stolen a/c unit and evaporator coilSELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date:  07/29/25
BUYER'S initial and date: _____

SECTION D – WATER SYSTEMS

	<u>Working</u>	<u>Not Working</u>	<u>Do Not Know if Working</u>	<u>N/A - Not Included</u>
1. Water Supply.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Connected to Treated Water System: <input checked="" type="checkbox"/> City <input type="checkbox"/> Rural				
<input type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District #_____ Phone #_____				
2. Sewage System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input checked="" type="checkbox"/> City Sanitary Sewer System				
<input type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Jetted Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Hot Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Sump Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Above Ground <input type="checkbox"/> In Ground				
8. Underground Sprinkler System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters <u>1</u> ; Age <u>12 yrs.</u> ; Gals. <u>40</u>				
10. Water Purifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Water Softener (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments/Explanations from Section D: _____

SECTION E – STRUCTURAL CONDITIONS

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
1. Age of Roof <u>11 years</u>			<input type="checkbox"/>
<input checked="" type="checkbox"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____			
2. Has the roof ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is there present damage to the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are you aware of any adverse conditions regarding the exterior siding of the structure(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has the property been treated for infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Unrepaired damage from previous infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the property currently under warranty or other coverage by a licensed pest control company?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Have any of the windows ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is there any damage to the chimney which requires repair?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Are there any structural problems with the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Floors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Driveways	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Sidewalks.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Patios.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Retaining Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date: _____
BUYER'S initial and date: _____


Authentisign

07/29/25



Section E – Continued

- | | Yes | No | Unknown |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| 16. Has there ever been damage to the real property or any of the improvements due to fire, flood, wind, hail, or other acts of nature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Have you ever had a leak from any plumbing line/fixture or appliance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Have you had the property inspected for the existence of any types of mold?
If Yes, attach copy of any inspection report. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Have you received any insurance proceeds or filed any insurance claim on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION F – HAZARDOUS CONDITIONS: Are you (SELLER), to the best of your knowledge, aware of any of the following substances, materials, or products on the real property which may be an environmental hazard?

- | | Yes | No | Unknown |
|----------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 1. Radon..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Mold | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Lead-Based Paint..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Contaminated soil or water | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Toxic Materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Asbestos..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Landfill or buried materials..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Underground fuel or chemical storage tanks..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Other (specify):_____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION G – TITLE DISCLOSURES: Are you (SELLER), to the best of your knowledge, aware of any of the following which could affect the real property? FOR INFORMATION CONCERNING SPECIAL ASSESSMENTS, CONTACT BOTH THE CITY CLERK AT 832-3201, AND THE COUNTY TREASURER AT 832-5178.

For online tax info visit: http://www.douglas-county.com/online_services/valuestaxes/disclaimer.asp.

For Pending/Certified Special Assessment info visit: <http://www.lawrenceks.org/specialassessment/>

- | | Yes | No | Unknown |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 1. Any Covenants and Restrictions or other deed restrictions or obligations..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Do you have a copy of a property survey..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Any lot-line disputes or other unusual claims against the real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any encroachments..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any zoning violations..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any non-conforming uses of property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any violations of "set back" requirements..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Easements other than normal utility easements | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any planned road or street expansions or improvements adjacent to the property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Any notices from any governmental, or quasi-governmental agency (HOA) affecting this real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Any Pending/Certified assessments on the real estate, including but not limited to those for sidewalks, streets, sewers and waterlines..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Total balance of remaining special taxes: \$ 0

Certified Special Taxes: please itemize below:

Special Assessment 1 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 2 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 3 Description: _____ Amount \$ _____ Pay Off Year: _____

Special Assessment 4 Description: _____ Amount \$ _____ Pay Off Year: _____

Pending (estimated) Special Taxes or Benefit Districts: \$ _____ (principal only); Type of Assessment _____

SELLER'S initials and date: _____

SELLER'S initials and date: LS 6/13/2025

BUYER'S initial and date: _____

 07/29/25

BUYER'S initial and date: _____



Section G – Continued

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
12. Features, such as walls, fences and driveways which are shared in common with adjoining landowners who use or have a responsibility to maintain the feature.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any lawsuits against the SELLER threatening, or affecting, this real property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any Home Owners Association (HOA) which has authority over the real property..... Association contact person: _____ Phone _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Are Home Owner's Association (HOA) dues/fees assessed against the property..... Dues: \$ _____ per _____; Transfer/Initiation Fee: \$ _____ *Please explain in Comments/Explanation below what is covered /included by the HOA dues and fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas Co-owned in individual interest with others).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any problems related to any common area.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: _____

SECTION H – OTHER DISCLOSURES: FOR QUESTIONS CONCERNING ZONING OF ANY ADJACENT PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPARTMENT AT 832-3150, OR THE LOCAL CITY/COUNTY ZONING DEPARTMENT IF THIS PROPERTY IS LOCATED OUTSIDE OF DOUGLAS COUNTY. Lawrence/Douglas County Planning info at: <http://www.lawrenceks.org/pds/>

	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
1. Current zoning is <u>Single-Family Residence</u>			
2. Is any portion of the property in a flood plain..... If yes, is flood insurance required..... If yes, is there a certificate of elevation.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is the real property in a Wetlands area.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are there any flooding, drainage, or grading problems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Any room additions, structural modifications, or other alterations without: Necessary permits..... Licensed contractors.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Are any trees or shrubs diseased or dead.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is there located on the real property any of the following, active or inactive: a. Septic System..... b. Lagoon..... c. Well..... d. Cistern.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is this a rental property.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you aware of any environmental conditions or incidents on, at, or over the real property that could possibly lead to a lawsuit or liability under any law, rule, ordinance, or other legal theory.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: Public Housing rental property

SECTION I – MAINTENANCE: Insert the most recent year in which the following occurred.

	Date	Unknown	Date	Unknown
1. Serviced Air Conditioner... <u>2024</u>	<input type="checkbox"/>		4. Serviced/Cleaned Septic System... <u>n/a</u>	<input type="checkbox"/>
2. Serviced Furnace... <u>2024</u>	<input type="checkbox"/>		5. Serviced/Cleaned Main Plumbing Waste Lines..	<input checked="" type="checkbox"/>
3. Cleaned/Serviced Fireplace Chimney/Woodstove flue... <u>n/a</u>	<input type="checkbox"/>		6. Checked Sprinkler System Back-Flow Valve.... <u>n/a</u>	<input type="checkbox"/>
			7. Sprinkler System Winterized... <u>n/a</u>	<input type="checkbox"/>

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER'S initials and date: _____
SELLER'S initials and date: LS 6/13/2025BUYER'S initial and date: _____
BUYER'S initial and date: MM 07/29/25

SECTION J – PERSONAL PROPERTY: ANY PERSONAL PROPERTY INCLUDED IN THE SALE OF THIS PROPERTY SHOULD BE ITEMIZED IN THE SALES CONTRACT AS NEGOTIATED BETWEEN SELLER AND BUYER.

1. ITEMS THAT REMAIN WITH PROPERTY:

None

2. ITEMS RESERVED BY SELLER:

None

SECTION K – ADDITIONAL INFORMATION:

1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO A BUYER:

No

2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP?

No

SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signed by SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER prior to recording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred as a result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statement.

I have not occupied this property in the past 1 years of my ownership. Therefore, there are conditions of this property with which I am not familiar, however I have completed this disclosure as fully as possible.

SELLER SIGNATURE

DATE

SELLER NAME (Please type or print clearly)

Leon Salazar

SELLER SIGNATURE

6/13/2025

DATE

Leon Salazar

SELLER NAME (Please type or print clearly)

Authentisign
MM

07/29/25

BUYER'S initial and date:

MM

07/29/25

BUYER'S initial and date:



BUYER'S RECEIPT OF DISCLOSURE STATEMENT

BUYER acknowledges that this disclosure does not constitute a warranty. The BUYER is urged to carefully inspect the property and to have the property inspected by a qualified inspector. The BUYER understands that there are areas of the property of which the SELLER has no knowledge and this disclosure statement does not encompass those areas. The BUYER also acknowledges that he has read and received a signed copy of this statement from the SELLER or SELLER'S Agent. The BUYER acknowledges any personal property not included in the sales contract remains the property of the SELLER.

BUYER'S RIGHT TO PROFESSIONAL COUNSEL: BUYER acknowledges and agrees that the purchase of real property encompasses many professional disciplines, and while Broker possesses considerable general knowledge, Broker is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous material, engineering, etc. BUYER acknowledges that BUYER has been advised by Broker to seek professional expert assistance and advice in those and other areas of professional expertise. In the event that Broker provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that Broker does not warrant or guarantee such services and/or products.

BUYER herein understands that outside legal and tax counsel is recommended. Comprehensive mechanical, structural and other inspections are recommended. If, at BUYER'S option and choice, BUYER decides not to conduct inspections or obtain tax and legal counsel before closing, then BUYER accepts the Property in its present condition and will make no claim against SELLER, Brokers, or agents, based upon the lack of tax or legal counsel or based on any known or unknown past, current, or future condition of the above property and/or its improvements including but not limited to latent or patent defects, repairs, or replacements.

BUYER is advised that school boundaries are subject to change.

BUYER is advised that Kansas law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. BUYER is advised that information regarding those registrants may be available through the Kansas Bureau of Investigation (home page address: <http://www.kansas.gov/kbi/>) or by contacting the local sheriff's office.

BUYER is advised that fungal contaminants (molds, etc.) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose fungal contaminants. BUYER may wish to obtain an inspection specifically for fungal contaminants to more fully determine the condition of the Property and its environmental status. Companies may be found in the Yellow Pages under "Environmental and Ecological Consultants," or "Environmental and Ecological Equipment and Services." Additional information about mold/fungal contaminants may be found at the following Internet Web Site: <http://www.cdc.gov/mold/faqs.htm>.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>. BUYER acknowledges that SELLER does not warrant code compliance.

Authentisign

Mohammad Yaser Malik

BUYER SIGNATURE

Mohammad Yaser

BUYER NAME (Please type or print clearly)

07/29/25

DATE

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)





Property Taxes and Appraisals

3017 E SHADYBROOK LN WICHITA

Mohammad Yaser Malik 07/29/25

Property Description

Property Type	Urban Res Homesite
Legal Description	LOT 2 BLOCK 15 SHADYBROOK ADD.
Property Address	3017 E SHADYBROOK LN, WICHITA, KS 67214
Owner	WICHITA CITY OF
Mailing Address	455 N MAIN WICHITA KS 67202-1600
Geo Code	C 13535
PIN	00159209
AIN	122100110600600A
Quick Ref ID	R67258
Tax Unit	6702 001 WICHITA U-259
Land Use	1101 Single family detached dwelling
2025 Market Land Square Feet	7,676
2025 Total Acres	0.18
2025 Total Ag Acres	0.00
2025 Appraisal Value	\$89,600
2025 Assessment Value	Temporarily Unavailable

Residential Structure Characteristics

Year Built	1995
Architectural Style	Ranch
Main Floor Area	943
Upper Floor Area	0

Above Ground Living Area	 Mohammad Yaser Malik	07/29/25	943
Bedrooms		3	
Full Bathrooms		1	
Half Bathrooms		1	
Basement Type		Crawl - 2	
Total Basement Area		0	
Recreation Room Basement Finished Area		0	
Basement Finished Living Area		0	
Condition/Desirability/Utility		AV-	
Physical Condition		AV	
More Details		Documents/Reports	

Property Value Estimates

[Final Value Section Explanation](#)

2025 Appraised Value	\$89,600
2025 Value Method	OVR
Override Reason	Cost Override
Method	Value
Cost Estimate	\$94,340
Market Estimate	\$106,200
MRA Estimate	\$100,100
Weighted Estimate	\$116,700
Indexed Estimate	\$0

* Information on the property card is as of January 1st

Appraisal Values

Year	Class	Values
2025	Exempt	\$5,000 Land
		\$84,600 Improvements
		<hr/> \$89,600 Total (+6%)

Assessment Values

Year	Class	Values

Year	Class	Values
2024	Exempt	\$4,200 Land \$80,000 Improvements \$84,200 Total (+15%)
2023	Exempt	\$4,200 Land \$69,300 Improvements \$73,500 Total (+20%)
2022	Exempt	\$4,000 Land \$57,200 Improvements \$61,200 Total (+7%)
2021	Exempt	\$4,000 Land \$53,200 Improvements \$57,200 Total
2020	Exempt	\$4,000 Land \$53,200 Improvements \$57,200 Total
2019	Exempt	\$3,700 Land \$53,500 Improvements \$57,200 Total
2018	Exempt	\$3,700 Land \$53,500 Improvements \$57,200 Total
2017	Exempt	\$4,800 Land \$52,400 Improvements \$57,200 Total
2016	Exempt	\$4,800 Land \$52,400 Improvements \$57,200 Total

Year	Class	Values
2025	Exempt	Temporarily Land Unavailable Temporarily Improvements Unavailable
		07/29/25
2024	Exempt	\$0 Land \$0 Improvements \$0 Total
2023	Exempt	\$0 Land \$0 Improvements \$0 Total
2022	Exempt	\$0 Land \$0 Improvements \$0 Total
2021	Exempt	\$0 Land \$0 Improvements \$0 Total
2020	Exempt	\$0 Land \$0 Improvements \$0 Total
2019	Exempt	\$0 Land \$0 Improvements \$0 Total
2018	Exempt	\$0 Land \$0 Improvements \$0 Total
2017	Exempt	\$0 Land \$0 Improvements \$0 Total
2016	Exempt	\$0 Land \$0 Improvements \$0 Total

2024 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$5.00
	Totals:	\$0.00	\$0.00	\$5.00

Tax Billings


Mohammad Yaser Malik

07/29/25

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2024	114.404000	\$0.00	\$5.00	\$0.00	\$0.00	\$5.00	\$5.00	\$0.00
2023	115.185000	\$0.00	\$8.38	\$0.00	\$0.00	\$8.38	\$8.38	\$0.00
2022	115.114000	\$0.00	\$8.38	\$0.00	\$0.00	\$8.38	\$8.38	\$0.00
2021	116.142000	\$0.00	\$7.90	\$0.00	\$0.00	\$7.90	\$7.90	\$0.00
2020	116.599000	\$0.00	\$7.80	\$0.00	\$0.00	\$7.80	\$7.80	\$0.00
2019	116.788000	\$0.00	\$7.80	\$0.00	\$0.00	\$7.80	\$7.80	\$0.00
2018	117.213000	\$0.00	\$5.88	\$0.00	\$0.00	\$5.88	\$5.88	\$0.00
2017	117.293000	\$0.00	\$5.88	\$0.00	\$0.00	\$5.88	\$5.88	\$0.00
2016	117.201000	\$0.00	\$4.86	\$0.02	\$0.00	\$4.88	\$4.88	\$0.00
2015	119.847000	\$0.00	\$4.88	\$0.00	\$0.00	\$4.88	\$4.88	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	28.701000
0518 CITY OF WICHITA	32.816000
0602 USD 259	15.876000
0602 USD 259 SC	8.000000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	7.511000

Total: 114.404000

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Airport Authority

SUBJECT: Grant Agreements
Airport Terminal Modifications
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant applications and authorize the acceptance of funds.

Background: The Federal Aviation Administration (FAA) Airport Terminal Program (ATP) exists to provide competitive grants to address the aging infrastructure of public-use airports. Its primary goals include safe, sustainable, and accessible airport terminals.

The Build Kansas Fund (BKF) is an initiative established to support infrastructure projects across Kansas, including areas such as water, transportation, energy, cybersecurity, and broadband. This fund provides matching dollars for projects approved for Infrastructure Investment and Jobs Act (IIJA) federal grant funding.

Analysis: On August 7, 2025, the Wichita Airport Authority (WAA) authorized the award of the construction contract for a project to provide terminal modifications at Eisenhower National Airport. The project qualifies for ATP and BKF funding.

Financial Considerations: ATP grant funding for 95% of eligible costs is available for this project. The required match will be funded by a BKF grant and airport revenues. There is no impact to the General Fund.

Legal Considerations: The Law Department will review and approve the grant agreements as to form prior to execution.

Recommendations/Actions: It is recommended that the WAA approve the grant applications, authorize the acceptance of funds, and authorize the necessary signatures.

Attachments: ATP grant application and BKF grant application.

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="checkbox"/> * Other (Specify)
*3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier: 3-20-0088-092-2025
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: Wichita Airport Authority		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653		*c. UEI: UBMMENJAF1Q9
d. Address:		
*Street 1:	2173 S. AIR CARGO RD	
Street 2:		
*City:	WICHITA	
County/Parish:		
*State:	KS	
*Province:		
*Country:	USA: United States	
*Zip / Postal Code	67209-1958	
e. Organizational Unit:		
Department Name: DEPARTMENT OF AIRPORTS	Division Name: AIRPORT ENGINEERING & PLANNING	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	*First Name: JESSE	
Middle Name:	R.	
*Last Name:	ROMO	
Suffix:		
Title: DIRECTOR OF AIRPORTS		
Organizational Affiliation: WICHITA AIRPORT AUTHORITY		
*Telephone Number: 3169464700		Fax Number: (316) 946-4793
*Email: JRROMO@WICHITA.GOV		

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

*10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

C

Title:

CONSTRUCTION

14. Areas Affected by Project (Cities, Counties, States, etc.):

WICHITA, SEDGWICK, KANSAS

*15. Descriptive Title of Applicant's Project:

Increase efficiency and provide capacity for future growth. ICT's terminal upgrade includes increasing the number of ticket counters, adding check-in kiosks, and implementing Common Use Technology at ticket counters, kiosks and gates.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: KS-004

*b. Program/Project: KS-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2025

*b. End Date: 12/31/2026

18. Estimated Funding (\$):

*a. Federal	\$ 5,714,738
*b. Applicant	\$ 1,654,697
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 7,369,435

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: JESSE

Middle Name: R

*Last Name: ROMO

Suffix: _____

*Title: DIRECTOR OF AIRPORTS

*Telephone Number: 3169464700 | Fax Number: 3169464793

* Email: JROMO@WICHITA.GOV

*Signature of Authorized Representative:

*Date Signed:

Title

Wichita Airport Authority

45

by Deidra Cronk in Build Kansas Fund Application

2173 Air Cargo Road
Wichita, Kansas
67209
United States
316-946-4700
dcronk@wichita.gov

Original Submission

Part 1: Applicant Information

The name of the entity applying for the Build Kansas Fund:

Wichita Airport Authority

Project Name:

Airport Terminal Renovations

Entity type:

Other

If you selected "other," please describe your organization:

Airport Authority

Applicant Contact Name:

Deidra Cronk

Applicant Contact Position/Title:

Capital Program Administrator

Applicant Contact Telephone Number:

+13166134103

Applicant Contact Email Address:

dcronk@wichita.gov

Applicant Contact Address:

2173 Air Cargo Road

Applicant Contact Address Line 2 (optional):

Applicant Contact City:

Wichita

Applicant Contact Kansas
State:

Applicant Contact Zip 67209
Code:

Is the Project No
Contact the same as
the Applicant
Contact?

Project Contact Name: John
Oswald

Project Contact Position/Title: Airport Engineering & Planning Manager

Project Contact Telephone Number: +13169464700

Project Contact Email Address: joswald@wichita.gov

Project Contact Address: 2173 Air Cargo Road

Project Contact Address Line 2
(optional):

Project Contact City: Wichita

Project Contact State: Kansas

Project Contact Zip Code: 67209

Part 2: Build Kansas Fund - Eligibility Criteria

Certify that you are Yes
pursuing a Bipartisan
Infrastructure Law
(BIL) funding
opportunity for which
your entity is eligible:

Certify that the Yes
Bipartisan
Infrastructure Law
(BIL) funding
opportunity you are
pursuing has a
required non-federal
match component:

What is the primary Sedgwick County
county that the
project will occur in?

The Build Kansas Fund is intended to support Kansas-based infrastructure projects. Please provide a list of all the zip codes this project will be located in, along with an estimated percent [%] of the project located in that zip code. For example, if seeking funding for road infrastructure, provide a rough percent of the roads expected in each zip code:

[Zip Code Percentage.xlsx](#)

Part 3: Bipartisan Infrastructure Law (BIL) - Grant Application Information
Please Note: This information is related to the federal Bipartisan Infrastructure Law (BIL) funding opportunity to which you will apply. This is NOT information for the Build Kansas Match Fund.

Please enter the Bipartisan Infrastructure Law (BIL) Airport Terminals Program
Bipartisan
Infrastructure Law
(BIL) funding
opportunity title that
the entity is applying
for:

What is the funding Federal Aviation Administration
agency for this
Bipartisan
Infrastructure Law
(BIL) funding
opportunity?

What is the 20.106
Assistance Listing
Number (ALN) for this
Bipartisan
Infrastructure Law
(BIL) funding
opportunity?

What is the federal application due date for this Bipartisan Infrastructure Law (BIL) funding opportunity?

7/1/2025

Application Type: Both (Planning & Implementation)

What is the federal fiscal year for this Bipartisan Infrastructure Law (BIL) funding opportunity?

2025

Enter the amount of funding being applied for, from the Bipartisan Infrastructure Law (BIL) funding opportunity:

3800000

Enter the total project cost:

6000000

Enter the required non-federal match percentage:

10

Part 4: Build Kansas Fund - Match Application Information Beginning in July 2024 and moving forward, eligible applicants are expected to contribute a portion of the non-Federal match requirement. This contribution can be in the form of cash and/or in-kind contributions. The goal is to demonstrate the applicant's commitment to the project. The contribution should be significant enough relative to the Build Kansas Fund request. For a local public entity, 5% of the non-federal match is a good guideline, but not a requirement. See Build Kansas Fund Program Guidance for exceptions and more information.

Enter the non-federal cash match amount being requested from the Build Kansas Fund:

422222

Enter the non-federal cash match amount being provided by the eligible applicant, if applicable:

1777778

Enter the estimated 00
value of the non-
federal in-kind match
amount being
provided by the
eligible applicant, if
applicable:

Expected breakdown of funding sources to support the project: Enter the funding source and projected amount from each source to support this project:

Kansas+DOT+table_V2.xlsx

Part 5: Build Kansas Fund - Means Test and Eligible Applicant Match

What other available N/A
funding sources that
are currently planned
to go unused by your
entity will be
leveraged for this
project?

Will any American N/A
Rescue Plan Act
(ARPA) or
Coronavirus State &
Local Fiscal
Recovery Fund
monies will be used
for the non-federal
match?

What other sources N/A
of in-kind match will
be leveraged for this
project? Please list
and include the
actual or estimated
value of each.

What other funding N/A
sources (local,
federal, or non-
federal) will be used
for this match?

Describe your efforts to find other available funding sources for this project: This project would qualify for funding under the Passenger Facility Fund (PFC) program however the Wichita Airport Authority has already fully committed its forecasted PFC funds through at least 2046. The use of Build Kansas Funds will directly reduce the impact of this project on the rates charged to the passenger airlines operating at Eisenhower National Airport. Lower costs to airlines encourages the provision of robust passenger service in South Central Kansas.

Part 6: Additional Information

Please upload a draft or final version of the Bipartisan Infrastructure Law (BIL) program grant application associated with this request OR an executive summary providing an overview of the project:

[**ICT_faa-form-5100-144-bil-funding-request-REV_signed_copy_sent_via_email.pdf**](#)

Provide any additional information about this project not covered in previous sections of this application (optional): On November 18, 2024 the Wichita Airport Authority received notice that the FAA is considering this project as part of the FY 2025 Capital Improvement Program in the amount of \$3,800,000.

Part 7: Terms and Conditions

Understanding of Fund Release Requirements: checked

Understanding of Use of Funds: checked

Understanding of Reporting Requirements: checked

Authority to Make Grant Application: checked

Persons and Titles: Jesse R.
The following Romo
persons are
responsible for
making this Build
Kansas Fund
application.

Position/Title: Director of Airports

Additional: Deidra
Cronk

Position/Title: Capital Program Administrator

Additional: John
Oswald

Position/Title: Airport Engineering & Planning Manager

Additional:

Position/Title:

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Airport Authority

SUBJECT: Grant Agreements
Land Acquisition
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant applications and authorize the acceptance of funds.

Background: The Federal Aviation Administration (FAA) Airport Improvement Program (AIP) exists to provide grants for the planning and development of public-use airports. Its primary goals include enhancing safety and efficiency at airports, maintaining infrastructure, increasing capacity, and addressing environmental sustainability.

The Build Kansas Fund (BKF) is an initiative established to support infrastructure projects across Kansas, including areas such as water, transportation, energy, cybersecurity, and broadband. This fund provides matching dollars for projects approved for Infrastructure Investment and Jobs Act (IIJA) federal grant funding.

Analysis: On April 1, 2025, the Wichita Airport Authority (WAA) approved the budget to purchase land on the east side of Colonel James Jabara Airport. The project qualifies for AIP and BKF funding.

Financial Considerations: AIP grant funding for 95% of eligible costs is available for this project. The required match will be funded by a BKF grant and airport revenues. There is no impact to the General Fund.

Legal Considerations: The Law Department will review and approve the grant agreements as to form prior to execution.

Recommendations/Actions: It is recommended that the WAA approve the grant applications, authorize the acceptance of funds, and authorize the necessary signatures.

Attachments: AIP grant application and BKF grant application.

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="checkbox"/> * Other (Specify)
*3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier: 3-20-0089-035-2025
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: WICHITA AIRPORT AUTHORITY		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653		*c. UEI: UBMMENJAF1Q9
d. Address:		
*Street 1:	2173 S AIR CARGO ROAD	
Street 2:		
*City:	WICHITA	
County/Parish:		
*State:	KS	
*Province:		
*Country:	USA: United States	
*Zip / Postal Code	67209-1958	
e. Organizational Unit:		
Department Name: DEPARTMENT OF AIRPORTS	Division Name: AIRPORT ENGINEERING & PLANNING	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	*First Name: JESSE	
Middle Name:	R	
*Last Name:	ROMO	
Suffix:		
Title: DIRECTOR OF AIRPORTS		
Organizational Affiliation: WICHITA AIRPORT AUTHORITY		
*Telephone Number: 316-946-4700		Fax Number: (316) 946-4793
*Email: JROMO@WICHITA.GOV		

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

3-20-0089-I01-0000

*Title:

JABARA LAND ACQUISITION 036-129-32-0-00-00-001.00-0, 087-108-33-0-41-00-001.00-0

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

WICHITA, SEDGWICK, KANSAS

***15. Descriptive Title of Applicant's Project:**

TRACT 20 - 22.64 ACRES, FEE SIMPLE

PARCEL 21 - 3.05 ACRES, EASEMENT

See attached Exhibit A

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: KS-004

*b. Program/Project: KS-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2025

*b. End Date: 12/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 1,092,500
*b. Applicant	\$ 509,516
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 1,602,016

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: JESSE

Middle Name: R

*Last Name: ROMO

Suffix: _____

*Title: DIRECTOR OF AIRPORTS

*Telephone Number: 316-946-4700 | Fax Number: 316-946-4793

* Email: JROMO@WICHITA.GOV

*Signature of Authorized Representative:

*Date Signed:

Kansas Infrastructure Hub (<https://kshub.org/>)

Build Kansas Fund Application

Summary of the Build Kansas Fund

The Build Kansas Matching Grant Fund (Build Kansas Fund) can provide matching dollars to eligible entities applying for an infrastructure-related grant program for projects in Kansas. The intent of the Build Kansas Fund is to accelerate local infrastructure investment to support transformative community projects in areas of demonstrated geographic need. Targeted areas for investment include water, transportation, energy, cybersecurity, broadband and other priorities identified in Bipartisan Infrastructure Law (BIL).

The Build Kansas Fund can provide up to \$200M in matching funds over the life of the fund, Fiscal Year (FY) 2024-2027. Applications for local match funding assistance will be accepted on a **rolling basis** until all funds have been committed or the Build Kansas Fund expires.

Requirements

The Build Kansas Fund **must** be used for grants with a **federal match requirement** under the Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act (IIJA). A list of Bipartisan Infrastructure Law (BIL) programs can be found [HERE](https://www.gfoa.org/iija-notice-of-funding-opportunity-nofo-tracker) (<https://www.gfoa.org/iija-notice-of-funding-opportunity-nofo-tracker>).

Entities are encouraged to apply for Bipartisan Infrastructure Law (BIL) discretionary funds to maximize the impact of federal infrastructure dollars Kansas receives.

Eligibility

There are four eligibility requirements for the Build Kansas Fund:

1. **Eligible** for and **applying** to a viable BIL funding opportunity.
2. Have a **required** non-federal match component.
3. The primary project zip code **must** be located in Kansas.
4. Submit your Build Kansas Fund application **before** the federal BIL application due date. Applications submitted after the federal grant application due date will not be accepted.

Build Kansas Fund Cost Share Expectation

Beginning in July 2024 and moving forward, the following guidance is to be used by eligible applicants to meet the expectation of providing a local share or contribution to the non-Federal match requirement, in addition to the Build Kansas Fund contribution to the non-Federal match requirement.

The portion of the non-Federal match requirement provided by the eligible applicants (the applicant cost share) should be cash and/or in-kind contributions.

Cash and/or in-kind contributions should be significant enough relative to the Build Kansas Fund request to demonstrate the eligible applicant's commitment to the project. For a local public entity, 5% of the non-federal match is a good guideline, but not a requirement.

Exclusions: Eligible applicants may provide detailed written justification and be granted an exception to or exclusion from the Build Kansas Fund cost share expectations. If an eligible applicant cannot meet this cost share expectation or has other reasons why they should be excluded from this expectation, they may justify that in their Build Kansas Fund application. Eligible applicants that team together on an application or demonstrate regionality may also be considered for exclusion on a case-by-case basis.

Cap: All Build Kansas Fund requests for any eligible applicants are capped at a maximum request of \$20 million per specific project and Build Kansas Fund application.

Definitions:

- **Non-Federal Match:** the portion of funding that is required from non-federal sources to complement or match federal funds in certain programs or projects. It is typically a specified percentage or dollar amount that recipients of federal grants or funds must contribute from their own resources or through third-party sources in the form of cash or in-kind contributions.
- **Applicant Cost Share:** The amount or percentage of the non-federal match that the Build Kansas Fund applicant is to provide in the form of cash or in-kind contributions.
- **In-Kind Contributions:** In-kind contributions are defined as the value of non-cash contributions (i.e., property, materials, or services) that benefit the project or program. They **must** meet Federal definitions and be allowed as match for the specific grant program. Examples of in-kind contributions can include:
 1. Goods: Donated materials or supplies that are necessary for the project.
 2. Services: Volunteer hours or donated professional services (e.g., administrative time, professional services, skilled services, etc.) that would otherwise have a monetary value.
 3. Equipment: Use of equipment without charge that is essential for the project's success.

Review

Build Kansas Fund applications are reviewed on a rolling basis. Once reviewed, your entity will be notified if approved for Build Kansas Funds.

After your federal Bipartisan Infrastructure Law (BIL) application has been awarded, applicants are required to upload the notice of award in Submittable. The notice of award begins the process of distributing Build Kansas Funds.

PLEASE NOTE: Your federal Bipartisan Infrastructure Law (BIL) application **must be approved** by the funding agency in order to receive Build Kansas Funds.

Additional Information and FAQs

Additional information can be found on the [Hub's website.](https://kshub.org/build-kansas-fund) (<https://kshub.org/build-kansas-fund>)

Application Overview

This application has seven (7) parts:

1. Application Information (e.g., applying entity name, Bipartisan Infrastructure Law (BIL) program applying for)
2. Eligibility Criteria (e.g., project location)
3. Bipartisan Infrastructure Law (BIL) - Grant Application Information
4. Build Kansas Fund - Match Application Information

5. Means Test and Eligible Applicant Match (e.g., justification of need, demonstrated past performance, public benefit)
6. Additional Information (e.g., upload draft BIL application or executive summary)
7. Terms and Conditions

Submittable Information

- You will need to create a free Submittable account or sign in with Google or Facebook credentials to submit to these forms.
- You can save a draft (<https://submittable.help/en/articles/904868-how-do-i-return-to-a-saved-draft>) of your work if you would like to finish filling out the form at a later date.
- If anything changes with the information you submitted, please request to edit the submission. (<https://submittable.help/en/articles/904890-how-can-i-request-an-edit-on-my-submission>)
- Submittable works best on Google Chrome, Firefox, and Safari. Internet Explorer is not supported. Please make sure you are using a supported browser.
- We will follow-up with you about your submission by email. Please be sure to safelist (<https://submittable.help/en/articles/3221476-how-can-i-safelist-notification-emails-from-submittable>) notification emails from Submittable and check the email you used to sign up for your Submittable Account regularly.

Questions about the application or Build Kansas Fund?

Please reach out to your Regional Points of Contact. (<https://kshub.org/ks-infrastructure-hub-technical-assistance>).

Technical Questions?

Check out the Submitter Resource Center (<https://submittable.help/en/collections/185534-submitters>) or contact Submittable Customer Support (<https://www.submittable.com/help/submitter/>).

 [Manage Collaborators](#)

Part 1: Applicant Information

The name of the entity applying for the Build Kansas Fund: (required)

Wichita Airport Authority

25 / 300 characters

Project Name: (required)

Jabara Airport Land Acquisition

Entity type: (required)

Local Government

- County Government
- Tribal Government
- Non-Profit
- For-Profit
- Institution of Higher Education
- Other

If you selected "other," please describe your organization: (required)

Airport Authority

Applicant Contact Name: (required)

First Name (required)

Deidra

Last Name (required)

Cronk

Applicant Contact Position/Title: (required)

Capital Program Administrator

Applicant Contact Telephone Number: (required)

 1 (316) 613-4103

Please provide the best telephone number to reach the applicant (cell or direct office line).

Applicant Contact Email Address: (required)

dcronk@wichita.gov

Applicant Contact Address: (required)

2173 Air Cargo Road

Applicant Contact Address Line 2 (optional):

Applicant Contact City: (required)

Wichita

Applicant Contact State: (required)

Kansas

 **Applicant Contact Zip Code:** (required)

67209

5 / 5 characters

Is the Project Contact the same as the Applicant Contact? (required)

- Yes
 No

Project Contact Name: (required)

First Name (required)

Jean

Last Name (required)

Zogelman

Project Contact Position/Title: (required)

Assistant Director of Airports/CFO

Project Contact Telephone Number: (required) 1 (316) 946-4700

Please provide the best telephone number to reach the applicant (cell or direct office line).

Project Contact Email Address: (required)

jzogelman@wichita.gov

Project Contact Address: (required)

2173 Air Cargo Road

Project Contact Address Line 2 (optional):

Project Contact City: (required)

Wichita

Project Contact State: (required)

Kansas

X ▾

Project Contact Zip Code: (required)

67209

5 / 5 characters

Part 2: Build Kansas Fund - Eligibility Criteria

Certify that you are pursuing a Bipartisan Infrastructure Law (BIL) funding opportunity for which your entity is eligible: (required)

- Yes
 No

Please refer to the *Notice of Funding Opportunity (NOFO)* to determine if the grant program being pursued is funded through the Bipartisan Infrastructure Law (BIL). This information can typically be found in sections titled in the NOFO like *Program Information or Overview, Governing Authority or Legislative Authority*.

Example from NOFO: "Section 25005 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated \$100 million to the Department of Transportation (USDOT) for FY 2023 for the SMART Grants Program."

Certify that the Bipartisan Infrastructure Law (BIL) funding opportunity you are pursuing has a required non-federal match component: (required)

- Yes
 No

Please refer to the Notice of Funding (NOFO) for the non-federal matching requirements for the program. Matching funds are typically stated as a percentage of the project's total cost.

What is the primary county that the project will occur in? (required)

Sedgwick County

X ▾

The Build Kansas Fund is intended to support Kansas-based infrastructure projects. Please provide a list of all the zip codes this project will be located in, along with an estimated percent [%] of the project located in that zip code. For example, if

seeking funding for road infrastructure, provide a rough percent of the roads expected in each zip code: (required)



1	Zip Code	A	% of project in Zip code	State	C
2	67226		100	Kansas	
3					
4					
5					
6					
7					
8					
9					
10					
11			100		

Only zip codes within the State of Kansas are eligible for Build Kansas Funds. This does not exclude projects that cross state boundaries; however, funding will be prorated based on the percentage occurring in the State of Kansas specifically.

For example, if applying for road infrastructure:

- Consider **all** zip codes that roads will be built in.
- Provide a **rough estimate** of the percent of roads expected in each zip code and state.

Part 3: Bipartisan Infrastructure Law (BIL) - Grant Application Information

Please Note: This information is related to the federal Bipartisan Infrastructure Law (BIL) funding opportunity to which you will apply. This is **NOT** information for the Build Kansas Match Fund.

Please enter the Bipartisan Infrastructure Law (BIL) funding opportunity title that the entity is applying for: (required)

Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG)

Please refer to www.grants.gov (<https://www.grants.gov>) or the Notice of Funding Opportunity (NOFO) for the correct name of the funding opportunity.

What is the funding agency for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)

What is the Assistance Listing Number (ALN) for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)

20.106

To search for the Assistance Listing Number (ALN), please use SAM.gov (<https://sam.gov/content/assistance-listings>) or refer to the official Notice of Funding Opportunity (NOFO).

Example: 20.526**What is the federal application due date for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)**

Enter as MM/DD/YYYY

Please note: The Build Kansas Fund application must be submitted before the federal application due date.

Application Type: (required)

Implementation

What is the federal fiscal year for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)

- 2024
- 2025
- 2026

Enter the amount of funding being applied for, from the Bipartisan Infrastructure Law (BIL) funding opportunity: (required)

\$ 1,373,911 USD

This will be the amount your organization is requesting from the granting agency. This is not the total project cost.

Enter the total project cost: (required)

\$ 1,600,000 USD

Enter the required non-federal match percentage: (required)

5

%

Non-Federal "match" means a portion of the project's total cost that is not paid for by the Federal award and/or Federal funds. Matching funds are typically stated as a **percentage of the project's total cost**. Please reference the *Notice of Funding Opportunity (NOFO)* for the correct match requirements.

Part 4: Build Kansas Fund - Match Application Information

Beginning in July 2024 and moving forward, eligible applicants are expected to contribute a portion of the non-Federal match requirement. This contribution can be in the form of cash and/or in-kind contributions. The goal is to demonstrate the applicant's commitment to the project. The contribution should be significant enough relative to the Build Kansas Fund request. For a local public entity, 5% of the non-federal match is a good guideline, but not a requirement. See [Build Kansas Fund Program Guidance](https://static1.squarespace.com/static/6283fbcc8dc401b8e9c87fd/t/66edb52446463a28994de53b/1728328565072/Build+Kansas+Program+Guidance_Updated.pdf) (https://static1.squarespace.com/static/6283fbcc8dc401b8e9c87fd/t/66edb52446463a28994de53b/1728328565072/Build+Kansas+Program+Guidance_Updated.pdf) for exceptions and more information.

Enter the non-federal cash match amount being requested from the Build Kansas Fund: (required)

\$	72,311	USD
----	--------	-----

Build Kansas Funds will support the non-federal match requirement. You can only request, at most, the minimum match required by the federal agency. All Build Kansas Fund requests for any eligible applicants are capped at a maximum request of \$20 million per specific project and Build Kansas Fund application. Additionally, you must also take into account the Build Kansas Fund Cost Share Expectation of eligible applicants stated above.

Determining the Build Kansas Fund Match Request Amount:

- Step 1: Determine Total Project Cost (e.g., \$1,000,000)
- Step 2: Total Project Cost Amount multiplied by Program Federal Share Percentage ($\$1,000,000 * 80\% = \$800,000$ Federal Grant Amount)
- Step 3: Total Project Cost Amount multiplied by Required Non-Federal Match Percentage ($\$1,000,000 * 20\% = \$200,000$ Total Non-Federal Match Requirement)
- Step 4: Determine Applicant Cost Share ($\$200,000 * 5\% = \$10,000$ Applicant Cost Share or Equivalent In-Kind Value or a Combination of Cash and In-Kind)
- Step 5: Determine the Build Kansas Fund Cost Share = $\$200,000 - \$10,000 = \$190,000$

Totals:

Federal Funding = \$800,000

Build Kansas Fund = \$190,000

Local Contribution = \$10,000

Total Project Cost = \$1,000,000

Enter the non-federal cash match amount being provided by the eligible applicant, if applicable: (required)

\$	153,777	USD
----	---------	-----

Enter \$0 if not being provided.

Enter the estimated value of the non-federal in-kind match amount being provided by the eligible applicant, if applicable: (required)

\$	0	USD
----	---	-----

Enter \$0 if not being provided.

Expected breakdown of funding sources to support the project: Enter the funding source and projected amount from each source to support this project:



	A	B
1	Source	Amount
2	BIL Federal Funds (applied for)	1373912
3	Build Kansas Funds (non-federal match)	72311
4	Eligible Applicant Cash Match	153777
5	Eligible Applicant In-Kind Match (estimated value)	
6	Additional Project Contribution (if applicable)	
7	TOTAL PROJECT COST	1600000

- **Mandatory:** Fill in the dollar amount you are requesting in your BIL grant program application.
- **Mandatory:** Fill in the dollar amount for the non-federal match you are requesting from Build Kansas Funds.
- **If applicable:** Fill in the dollar amount your entity is providing to support this project.
- **If applicable:** Fill in the dollar amount other entities/external sources (e.g., private sector partner) are providing to support this project.

Part 5: Build Kansas Fund - Means Test and Eligible Applicant Match

What other available funding sources that are currently planned to go unused by your entity will be leveraged for this project? (required)

N/A

Enter \$0 or N/A if not being provided.

Will any American Rescue Plan Act (ARPA) or Coronavirus State & Local Fiscal Recovery Fund monies will be used for the non-federal match? (required)

N/A

Enter \$0 or N/A if not being provided.

What other sources of in-kind match will be leveraged for this project? Please list and include the actual or estimated value of each. (required)

N/A

Enter \$0 or N/A if not being provided.

What other funding sources (local, federal, or non-federal) will be used for this match? (required)

N/A

Enter \$0 or N/A if not being provided.

Describe your efforts to find other available funding sources for this project: (required)

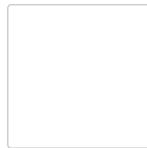
Airport Improvement Program funds from the Federal Aviation Administration for Jabara Airport are being fully utilized to address airfield pavement demands.

21 / 500 words

Additionally, if you answered NONE to all of the questions above, please provide any additional details on funding sources being leveraged for the project and justification as to why match cannot be met from other sources.

Part 6: Additional Information

Please upload a draft or final version of the Bipartisan Infrastructure Law (BIL) program grant application associated with this request OR an executive summary providing an overview of the project: (required)



AAO_Land_Acquisition_DRAFT_SF424.pdf



Choose File

Select up to 5 files to attach. You have attached 1. You may add 4 more files.

Acceptable file types: .doc, .docx, .pdf, .xls, .xlsx, .zip

What should the executive summary include?

The executive summary should include a description of the project, the need addressed, list of collaborators being partnered with, project goals, budget, and expected outcomes. The executive summary should be around two-pages.

Provide any additional information about this project not covered in previous sections of this application (optional):

B I U ≡ “ ”

Limit: 300 words

Part 7: Terms and Conditions

Understanding of Fund Release Requirements: (required)

Certify that you understand that approved Build Kansas Fund Match application will not receive funding until there has been an official announcement from the federal government that your project has been awarded Bipartisan Infrastructure Law (BIL) funding.

Understanding of Use of Funds: (required)

Certify that you understand Build Kansas Fund monies will only be used to reimburse costs associated with the non-federal match requirement for an awarded federal Bipartisan Infrastructure Law (BIL) project.

Understanding of Reporting Requirements: (required)

Certify that, if awarded Build Kansas Fund monies, your entity will provide reports required of your federal award to the Kansas Infrastructure Hub as the federal reports are being submitted to the federal agency.

Authority to Make Grant Application: (required)

Certify that the person or persons making this application have the authority to make the application and to make the certifications made in this application.

Persons and Titles: The following persons are responsible for making this Build Kansas Fund application. (required)

First Name (required)

Jesse R.

Last Name (required)

Romo

Position/Title:

Director of Airports

Additional:

First Name

Last Name

Position/Title:**Additional:**

First Name

Last Name

Position/Title:**Additional:**

First Name

Last Name

Position/Title:**Save Draft****Submit** **Last Saved a few seconds ago**

Drafts may be visible to the administrators of this program.

Agenda Item No. II- 30

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Airport Authority

SUBJECT: Grant Agreements
2024 Airfield Pavement Rehabilitation
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant applications and authorize the acceptance of funds.

Background: The Federal Aviation Administration (FAA) Airport Improvement Program (AIP) exists to provide grants for the planning and development of public-use airports. Its primary goals include enhancing safety and efficiency at airports, maintaining infrastructure, increasing capacity, and addressing environmental sustainability.

The Build Kansas Fund (BKF) is an initiative established to support infrastructure projects across Kansas, including areas such as water, transportation, energy, cybersecurity, and broadband. This fund provides matching dollars for projects approved for Infrastructure Investment and Jobs Act (IIJA) federal grant funding.

Analysis: On July 22, 2025, the Wichita Airport Authority (WAA) authorized the award of the construction contract for a project to provide airfield pavement rehabilitation and electrical improvements at Eisenhower National Airport. The project qualifies for AIP and BKF funding.

Financial Considerations: AIP grant funding for 90% of eligible costs is available for this project. The required match will be funded by a BKF grant and airport revenues. There is no impact to the General Fund.

Legal Considerations: The Law Department will review and approve the grant agreements as to form prior to execution.

Recommendations/Actions: It is recommended that the WAA approve the grant applications, authorize the acceptance of funds, and authorize the necessary signatures.

Attachments: AIP grant application IIJA, AIP grant application Supplemental, and BKF grant application.

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="checkbox"/> * Other (Specify)
*3. Date Received: 4. Applicant Identifier: ICT		
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 3-20-0088-090/091-2025	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: WICHITA AIRPORT AUTHORITY		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653		*c. UEI: UBMMENJAF1Q9
d. Address:		
*Street 1: 2173 AIR CARGO ROAD		
Street 2:		
*City: WICHITA		
County/Parish:		
*State: KS		
*Province:		
*Country: USA: United States		
*Zip / Postal Code 67209-1958		
e. Organizational Unit:		
Department Name: DEPARTMENT OF AIRPORTS	Division Name: AIRPORT ENGINEERING & PLANNING	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	*First Name: JESSE	
Middle Name:	R	
*Last Name:	ROMO	
Suffix:		
Title: DIRECTOR OF AIRPORTS		
Organizational Affiliation: WICHITA AIRPORT AUTHORITY		
*Telephone Number: 316-946-4700		Fax Number: (316) 946-4793
*Email: JROMO@WICHITA.GOV		

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

*10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

WICHITA, SEDGWICK, KANSAS

*15. Descriptive Title of Applicant's Project:

REHabilitate 357,300 S.Y. OF TAXIWAY AND APRON

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: KS-004

*b. Program/Project: KS-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 04/01/2025

*b. End Date: 10/31/2028

18. Estimated Funding (\$):

*a. Federal	\$ 17,906,641
*b. Applicant	\$ 2,928,465
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 20,835,106

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: JESSE

Middle Name: R

*Last Name: ROMO

Suffix: _____

*Title: DIRECTOR OF AIRPORTS

*Telephone Number: 316-946-4700 | Fax Number: 316-946-4793

* Email: JROMO@WICHITA.GOV

*Signature of Authorized Representative: | *Date Signed:

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="checkbox"/> * Other (Specify)
*3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier: 3-20-0088-093-094-2025
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: WICHITA AIRPORT AUTHORITY		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653		*c. UEI: UBMMENJAF1Q9
d. Address:		
*Street 1:	2173 AIR CARGO ROAD	
Street 2:		
*City:	WICHITA	
County/Parish:		
*State:	KS	
*Province:		
*Country:	USA: United States	
*Zip / Postal Code	67209-1958	
e. Organizational Unit:		
Department Name: DEPARTMENT OF AIRPORTS	Division Name: AIRPORT PLANNING & ENGINEERING	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	*First Name: JESSE	
Middle Name:	R	
*Last Name:	ROMO	
Suffix:		
Title: DIRECTOR OF AIRPORTS		
Organizational Affiliation: WICHITA AIRPORT AUTHORITY		
*Telephone Number: 316-946-4700		Fax Number: (316) 946-4793
*Email: JRROMO@WICHITA.GOV		

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

3-20-0088-090-2025

*Title:

AIRFIELD PAVEMENT REHABILITATION

13. Competition Identification Number:

C

Title:

CONSTRUCTION

14. Areas Affected by Project (Cities, Counties, States, etc.):

WICHITA, SEDGWICK, KANSAS

***15. Descriptive Title of Applicant's Project:**

REHABILITATE 357,300 S.Y. OF TAXIWAY AND APRON

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: KS-004

*b. Program/Project: KS-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 04/01/2025

*b. End Date: 10/31/2028

18. Estimated Funding (\$):

*a. Federal	\$ 878,302
*b. Applicant	\$ 97,590
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 975,892

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: JESSE

Middle Name: R

*Last Name: ROMO

Suffix: _____

*Title: DIRECTOR OF AIRPORTS

*Telephone Number: 316-946-4700 | Fax Number: 316-946-4793

* Email: JROMO@WICHITA.GOV

*Signature of Authorized Representative:

*Date Signed:

Kansas Infrastructure Hub (<https://kshub.org/>)

Build Kansas Fund Application

Summary of the Build Kansas Fund

The Build Kansas Matching Grant Fund (Build Kansas Fund) can provide matching dollars to eligible entities applying for an infrastructure-related grant program for projects in Kansas. The intent of the Build Kansas Fund is to accelerate local infrastructure investment to support transformative community projects in areas of demonstrated geographic need. Targeted areas for investment include water, transportation, energy, cybersecurity, broadband and other priorities identified in Bipartisan Infrastructure Law (BIL).

The Build Kansas Fund can provide up to \$200M in matching funds over the life of the fund, Fiscal Year (FY) 2024-2027. Applications for local match funding assistance will be accepted on a **rolling basis** until all funds have been committed or the Build Kansas Fund expires.

Requirements

The Build Kansas Fund **must** be used for grants with a **federal match requirement** under the Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act (IIJA). A list of Bipartisan Infrastructure Law (BIL) programs can be found [HERE](https://www.gfoa.org/iija-notice-of-funding-opportunity-nofo-tracker) (<https://www.gfoa.org/iija-notice-of-funding-opportunity-nofo-tracker>).

Entities are encouraged to apply for Bipartisan Infrastructure Law (BIL) discretionary funds to maximize the impact of federal infrastructure dollars Kansas receives.

Eligibility

There are four eligibility requirements for the Build Kansas Fund:

1. **Eligible** for and **applying** to a viable BIL funding opportunity.
2. Have a **required** non-federal match component.
3. The primary project zip code **must** be located in Kansas.
4. Submit your Build Kansas Fund application **before** the federal BIL application due date. Applications submitted after the federal grant application due date will not be accepted.

Build Kansas Fund Cost Share Expectation

Beginning in July 2024 and moving forward, the following guidance is to be used by eligible applicants to meet the expectation of providing a local share or contribution to the non-Federal match requirement, in addition to the Build Kansas Fund contribution to the non-Federal match requirement.

The portion of the non-Federal match requirement provided by the eligible applicants (the applicant cost share) should be cash and/or in-kind contributions.

Cash and/or in-kind contributions should be significant enough relative to the Build Kansas Fund request to demonstrate the eligible applicant's commitment to the project. For a local public entity, 5% of the non-federal match is a good guideline, but not a requirement.

Exclusions: Eligible applicants may provide detailed written justification and be granted an exception to or exclusion from the Build Kansas Fund cost share expectations. If an eligible applicant cannot meet this cost share expectation or has other reasons why they should be excluded from this expectation, they may justify that in their Build Kansas Fund application. Eligible applicants that team together on an application or demonstrate regionality may also be considered for exclusion on a case-by-case basis.

Cap: All Build Kansas Fund requests for any eligible applicants are capped at a maximum request of \$20 million per specific project and Build Kansas Fund application.

Definitions:

- **Non-Federal Match:** the portion of funding that is required from non-federal sources to complement or match federal funds in certain programs or projects. It is typically a specified percentage or dollar amount that recipients of federal grants or funds must contribute from their own resources or through third-party sources in the form of cash or in-kind contributions.
- **Applicant Cost Share:** The amount or percentage of the non-federal match that the Build Kansas Fund applicant is to provide in the form of cash or in-kind contributions.
- **In-Kind Contributions:** In-kind contributions are defined as the value of non-cash contributions (i.e., property, materials, or services) that benefit the project or program. They **must** meet Federal definitions and be allowed as match for the specific grant program. Examples of in-kind contributions can include:
 1. Goods: Donated materials or supplies that are necessary for the project.
 2. Services: Volunteer hours or donated professional services (e.g., administrative time, professional services, skilled services, etc.) that would otherwise have a monetary value.
 3. Equipment: Use of equipment without charge that is essential for the project's success.

Review

Build Kansas Fund applications are reviewed on a rolling basis. Once reviewed, your entity will be notified if approved for Build Kansas Funds.

After your federal Bipartisan Infrastructure Law (BIL) application has been awarded, applicants are required to upload the notice of award in Submittable. The notice of award begins the process of distributing Build Kansas Funds.

PLEASE NOTE: Your federal Bipartisan Infrastructure Law (BIL) application **must be approved** by the funding agency in order to receive Build Kansas Funds.

Additional Information and FAQs

Additional information can be found on the [Hub's website.](https://kshub.org/build-kansas-fund) (<https://kshub.org/build-kansas-fund>)

Application Overview

This application has seven (7) parts:

1. Application Information (e.g., applying entity name, Bipartisan Infrastructure Law (BIL) program applying for)
2. Eligibility Criteria (e.g., project location)
3. Bipartisan Infrastructure Law (BIL) - Grant Application Information
4. Build Kansas Fund - Match Application Information

5. Means Test and Eligible Applicant Match (e.g., justification of need, demonstrated past performance, public benefit)
6. Additional Information (e.g., upload draft BIL application or executive summary)
7. Terms and Conditions

Submittable Information

- You will need to create a free Submittable account or sign in with Google or Facebook credentials to submit to these forms.
- You can save a draft (<https://submittable.help/en/articles/904868-how-do-i-return-to-a-saved-draft>) of your work if you would like to finish filling out the form at a later date.
- If anything changes with the information you submitted, please request to edit the submission. (<https://submittable.help/en/articles/904890-how-can-i-request-an-edit-on-my-submission>)
- Submittable works best on Google Chrome, Firefox, and Safari. Internet Explorer is not supported. Please make sure you are using a supported browser.
- We will follow-up with you about your submission by email. Please be sure to safelist (<https://submittable.help/en/articles/3221476-how-can-i-safelist-notification-emails-from-submittable>) notification emails from Submittable and check the email you used to sign up for your Submittable Account regularly.

Questions about the application or Build Kansas Fund?

Please reach out to your Regional Points of Contact. (<https://kshub.org/ks-infrastructure-hub-technical-assistance>).

Technical Questions?

Check out the Submitter Resource Center (<https://submittable.help/en/collections/185534-submitters>) or contact Submittable Customer Support (<https://www.submittable.com/help/submitter/>).

 [Manage Collaborators](#)

Part 1: Applicant Information

The name of the entity applying for the Build Kansas Fund: (required)

Wichita Airport Authority

25 / 300 characters

Project Name: (required)

Airfield Pavement Rehabilitation

Entity type: (required)

Local Government

- County Government
- Tribal Government
- Non-Profit
- For-Profit
- Institution of Higher Education
- Other

If you selected "other," please describe your organization: (required)

Airport Authority

Applicant Contact Name: (required)

First Name (required)

Deidra

Last Name (required)

Cronk

Applicant Contact Position/Title: (required)

Capital Program Administrator

Applicant Contact Telephone Number: (required)



+1 316 613 4103

Please provide the best telephone number to reach the applicant (cell or direct office line).

Applicant Contact Email Address: (required)

dcronk@wichita.gov

Applicant Contact Address: (required)

2173 Air Cargo Road

Applicant Contact Address Line 2 (optional):

Applicant Contact City: (required)

Wichita

Applicant Contact State: (required)

Kansas

 **Applicant Contact Zip Code:** (required)

67209

5 / 5 characters

Is the Project Contact the same as the Applicant Contact? (required)

- Yes
 No

Project Contact Name: (required)

First Name (required)

John

Last Name (required)

Oswald

Project Contact Position/Title: (required)

Airport Engineering & Planning Manager

Project Contact Telephone Number: (required) +1 316 946 4700

Please provide the best telephone number to reach the applicant (cell or direct office line).

Project Contact Email Address: (required)

joswald@wichita.gov

Project Contact Address: (required)

2173 Air Cargo Road

Project Contact Address Line 2 (optional):

Project Contact City: (required)

Wichita

Project Contact State: (required)

Kansas

X ▾

Project Contact Zip Code: (required)

67209

5 / 5 characters

Part 2: Build Kansas Fund - Eligibility Criteria

Certify that you are pursuing a Bipartisan Infrastructure Law (BIL) funding opportunity for which your entity is eligible: (required)

- Yes
 No

Please refer to the *Notice of Funding Opportunity (NOFO)* to determine if the grant program being pursued is funded through the Bipartisan Infrastructure Law (BIL). This information can typically be found in sections titled in the NOFO like *Program Information or Overview, Governing Authority or Legislative Authority*.

Example from NOFO: "Section 25005 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated \$100 million to the Department of Transportation (USDOT) for FY 2023 for the SMART Grants Program."

Certify that the Bipartisan Infrastructure Law (BIL) funding opportunity you are pursuing has a required non-federal match component: (required)

- Yes
 No

Please refer to the Notice of Funding (NOFO) for the non-federal matching requirements for the program. Matching funds are typically stated as a percentage of the project's total cost.

What is the primary county that the project will occur in? (required)

Sedgwick County

X ▾

The Build Kansas Fund is intended to support Kansas-based infrastructure projects. Please provide a list of all the zip codes this project will be located in, along with an estimated percent [%] of the project located in that zip code. For example, if

seeking funding for road infrastructure, provide a rough percent of the roads expected in each zip code: (required)



	A	B	C
1	Zip Code	% of project in zip code	State
2	67209	100	Kansas
3			
4			
5			
6			
7			
8			
9			
10			

Only zip codes within the State of Kansas are eligible for Build Kansas Funds. This does not exclude projects that cross state boundaries; however, funding will be prorated based on the percentage occurring in the State of Kansas specifically.

For example, if applying for road infrastructure:

- Consider **all** zip codes that roads will be built in.
- Provide a **rough estimate** of the percent of roads expected in each zip code and state.

Part 3: Bipartisan Infrastructure Law (BIL) - Grant Application Information

Please Note: This information is related to the federal Bipartisan Infrastructure Law (BIL) funding opportunity to which you will apply. This is **NOT** information for the Build Kansas Match Fund.

Please enter the Bipartisan Infrastructure Law (BIL) funding opportunity title that the entity is applying for: (required)

Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG)

Please refer to www.grants.gov (<https://www.grants.gov>) or the Notice of Funding Opportunity (NOFO) for the correct name of the funding opportunity.

What is the funding agency for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)

What is the Assistance Listing Number (ALN) for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)

20.106

To search for the Assistance Listing Number (ALN), please use SAM.gov (<https://sam.gov/content/assistance-listings>) or refer to the official Notice of Funding Opportunity (NOFO).

Example: 20.526**What is the federal application due date for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)**

04/01/2025

Enter as MM/DD/YYYY

Please note: The Build Kansas Fund application must be submitted before the federal application due date.

Application Type: (required)

Both (Planning & Implementation)

What is the federal fiscal year for this Bipartisan Infrastructure Law (BIL) funding opportunity? (required)

- 2024
- 2025
- 2026

Enter the amount of funding being applied for, from the Bipartisan Infrastructure Law (BIL) funding opportunity: (required)

\$ 11,515,365 USD

This will be the amount your organization is requesting from the granting agency. This is not the total project cost.

Enter the total project cost: (required)

\$ 17,000,000 USD

Enter the required non-federal match percentage: (required)

10 %

Non-Federal "match" means a portion of the project's total cost that is not paid for by the Federal award and/or Federal funds. Matching funds are typically stated as a **percentage of the project's total cost**. Please reference the *Notice of Funding Opportunity (NOFO)* for the correct match requirements.

Part 4: Build Kansas Fund - Match Application Information

Beginning in July 2024 and moving forward, eligible applicants are expected to contribute a portion of the non-Federal match requirement. This contribution can be in the form of cash and/or in-kind contributions. The goal is to demonstrate the applicant's commitment to the project. The contribution should be significant enough relative to the Build Kansas Fund request. For a local public entity, 5% of the non-federal match is a good guideline, but not a requirement. See [Build Kansas Fund Program Guidance](https://static1.squarespace.com/static/6283fbcc8dc401b8e9c87fd/t/66edb52446463a28994de53b/1728328565072/Build+Kansas+Program+Guidance_Updated.pdf) (https://static1.squarespace.com/static/6283fbcc8dc401b8e9c87fd/t/66edb52446463a28994de53b/1728328565072/Build+Kansas+Program+Guidance_Updated.pdf) for exceptions and more information.

Enter the non-federal cash match amount being requested from the Build Kansas Fund:

(required)

\$ 1,279,485 USD

Build Kansas Funds will support the non-federal match requirement. You can only request, at most, the minimum match required by the federal agency. All Build Kansas Fund requests for any eligible applicants are capped at a maximum request of \$20 million per specific project and Build Kansas Fund application. Additionally, you must also take into account the Build Kansas Fund Cost Share Expectation of eligible applicants stated above.

Determining the Build Kansas Fund Match Request Amount:

- Step 1: Determine Total Project Cost (e.g., \$1,000,000)
- Step 2: Total Project Cost Amount multiplied by Program Federal Share Percentage ($\$1,000,000 * 80\% = \$800,000$ Federal Grant Amount)
- Step 3: Total Project Cost Amount multiplied by Required Non-Federal Match Percentage ($\$1,000,000 * 20\% = \$200,000$ Total Non-Federal Match Requirement)
- Step 4: Determine Applicant Cost Share ($\$200,000 * 5\% = \$10,000$ Applicant Cost Share or Equivalent In-Kind Value or a Combination of Cash and In-Kind)
- Step 5: Determine the Build Kansas Fund Cost Share = $\$200,000 - \$10,000 = \$190,000$

Totals:

Federal Funding = \$800,000

Build Kansas Fund = \$190,000

Local Contribution = \$10,000

Total Project Cost = \$1,000,000

Enter the non-federal cash match amount being provided by the eligible applicant, if applicable:

(required)

\$ 782,515 USD

Enter \$0 if not being provided.

Enter the estimated value of the non-federal in-kind match amount being provided by the eligible applicant, if applicable:

(required)

\$ 0 USD

Enter \$0 if not being provided.

Expected breakdown of funding sources to support the project: Enter the funding source and projected amount from each source to support this project:



	A	B
1	Source	Amount
2	BIL Federal Funds (applied for)	11515365
3	Build Kansas Funds (non-federal match)	1279485
4	Eligible Applicant Cash Match	782515
5	Eligible Applicant In-Kind Match (estimated value)	
6	Additional Project Contribution (if applicable)	3422635
7	TOTAL PROJECT COST	17000000

- **Mandatory:** Fill in the dollar amount you are requesting in your BIL grant program application.
- **Mandatory:** Fill in the dollar amount for the non-federal match you are requesting from Build Kansas Funds.
- **If applicable:** Fill in the dollar amount your entity is providing to support this project.
- **If applicable:** Fill in the dollar amount other entities/external sources (e.g., private sector partner) are providing to support this project.

Part 5: Build Kansas Fund - Means Test and Eligible Applicant Match

What other available funding sources that are currently planned to go unused by your entity will be leveraged for this project? (required)

N/A

Enter \$0 or N/A if not being provided.

Will any American Rescue Plan Act (ARPA) or Coronavirus State & Local Fiscal Recovery Fund monies will be used for the non-federal match? (required)

N/A

Enter \$0 or N/A if not being provided.

What other sources of in-kind match will be leveraged for this project? Please list and include the actual or estimated value of each. (required)

N/A

Enter \$0 or N/A if not being provided.

What other funding sources (local, federal, or non-federal) will be used for this match? (required)

\$3.4M in Airport Improvement Program funds from the Federal Aviation Administration will be used.

Enter \$0 or N/A if not being provided.

Describe your efforts to find other available funding sources for this project: (required)

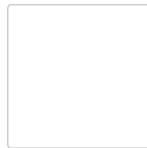
This project is expected to utilize an additional \$3.4M in Airport Improvement Program funds from the Federal Aviation Administration. The use of Build Kansas Funds will directly reduce the impact of this project on rates charged to all air carriers operating at Eisenhower National Airport. Lower costs to airlines encourages the provision of robust passenger and cargo air service in South Central Kansas.

63 / 500 words

Additionally, if you answered NONE to all of the questions above, please provide any additional details on funding sources being leveraged for the project and justification as to why match cannot be met from other sources.

Part 6: Additional Information

Please upload a draft or final version of the Bipartisan Infrastructure Law (BIL) program grant application associated with this request OR an executive summary providing an overview of the project: (required)



DRAFT ICT Airfield Pavement Rehab_SF424.pdf



Choose File

Select up to 5 files to attach. You have attached 1. You may add 4 more files.

Acceptable file types: .doc, .docx, .pdf, .xls, .xlsx, .zip

What should the executive summary include?

The executive summary should include a description of the project, the need addressed, list of collaborators being partnered with, project goals, budget, and expected outcomes. The executive summary should be around two-pages.

Provide any additional information about this project not covered in previous sections of this application (optional):

B I U ≡ “ ”

Limit: 300 words

Part 7: Terms and Conditions

Understanding of Fund Release Requirements: (required)

Certify that you understand that approved Build Kansas Fund Match application will not receive funding until there has been an official announcement from the federal government that your project has been awarded Bipartisan Infrastructure Law (BIL) funding.

Understanding of Use of Funds: (required)

Certify that you understand Build Kansas Fund monies will only be used to reimburse costs associated with the non-federal match requirement for an awarded federal Bipartisan Infrastructure Law (BIL) project.

Understanding of Reporting Requirements: (required)

Certify that, if awarded Build Kansas Fund monies, your entity will provide reports required of your federal award to the Kansas Infrastructure Hub as the federal reports are being submitted to the federal agency.

Authority to Make Grant Application: (required)

Certify that the person or persons making this application have the authority to make the application and to make the certifications made in this application.

Persons and Titles: The following persons are responsible for making this Build Kansas Fund application. (required)

First Name (required)

Jesse R.

Last Name (required)

Romo

Position/Title:

Director of Airports

Additional:

First Name

Last Name

Position/Title:**Additional:**

First Name

Last Name

Position/Title:**Additional:**

First Name

Last Name

Position/Title:**Save Draft****Submit** **Last Saved a few seconds ago**

Drafts may be visible to the administrators of this program.

**City of Wichita
City Council Meeting
August 19, 2025**

TO: Wichita Airport Authority

SUBJECT: Airfield Pavements
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: The National Center for Aviation Training (NCAT), managed by Wichita State University Campus of Applied Sciences and Technology (WSU Tech), is located at Colonel James Jabara Airport. In 2023, the Wichita Airport Authority and WSU Tech partnered to obtain grant funding through the Kansas Department of Commerce's Aviation Learning Opportunities & Funded Training (ALOFT) program for the design and construction of airfield pavements to support the expansion of the NCAT program.

Analysis: Unused grant funds are available for additional work. A change order has been created which provides drainage, utility and vehicle road access to better serve the pending construction of the WSU Tech expansion of the NCAT program.

Financial Considerations: The cost of the change order is \$185,133.45 which brings the contract total with Pearson Construction to \$2,399,402.20. The current approved budget includes funds to cover these expenses. The project will be fully reimbursed by the previously awarded ALOFT grant and resources from WSU Tech.

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

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

Attachment: Pearson Construction change order #2.

CHANGE ORDER

Date: August 19, 2025

No. 2

OWNER'S Project No. A3003 FAA Project No. N/A

Project: Jabara Taxilane A1 (South) & Apron Construction

Contractor: Pearson Construction, LLC Contract Date: August 20, 2024

Nature of changes:

- A. Added trench footing along hangar face to prevent undermining of apron subgrade during building construction.
- B. Added manhole north of the apron to provide better access for future utilities.
- C. Added vehicle road and associated swale and drainage at the south end of the apron.
- D. Overruns and underruns of estimated quantities.

Attachment:

Construction Contract Change Order 2

These changes result in the following adjustment of Contract price and Contract time:

Contract price prior to this Change Order \$ 2,214,268.75

Net increase (decrease) resulting from this Change Order \$ 185,133.45

Current Contract price including this Change Order \$ 2,399,402.20

Contract time prior to this Change Order 193 Calendar Days
(Days or Date)

Net increase (decrease) resulting from this Change Order 45 days
(Days)

Current Contract time including this Change Order 238
(Days or Date)

The changes are accepted.

Date: 8-6-25


PEARSON CONSTRUCTION LLC
Tyler Stevenson Project Manager

The changes are approved:

Date: 08/06/25


Tracy Brown
GARVER LLC

The changes are accepted:

Date: 8/6/2025


Jim R. Roman
DIRECTOR OF AIRPORTS

Approved As To Form:

Dated: August 1, 2025

SAC for 
Jennifer Maguire
LAW DEPARTMENT

You are directed to make the changes noted:

Dated: _____

OWNER – WICHITA AIRPORT AUTHORITY



1995 Midfield Rd.
Wichita, KS 67209

TEL 316.264.8008

www.GarverUSA.com

Construction Contract Change Order

Project: Taxilane A1 (South) & Apron Construction Colonel James Jabara Airport (AAO) Garver Job No. A17-2301323				Change Order No. 2 Date Prepared: July 30, 2025 Prepared by: Caleb Coltrane, Aviation Leader											
Owner: Wichita Airport Authority 2173 S. Air Cargo Road Wichita, Kansas 67209				Contractor: Pearson Construction 2901 N. Mead Street Wichita, Kansas 67219											
Description of Work Included in Contract City of Wichita Project No. A3003															
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)															
A. Added trench footing along hangar face to prevent undermining of apron subgrade during building construction. \$26,370															
B. Added manhole north of the apron to provide better access for future utilities. \$10,130															
C. Added vehicle road and associated swale and drainage at the south end of the apron. \$196,742															
D. Overruns and underruns of estimated quantities. (\$48,108.55)															
Attachments:															
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Current Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost						
A	P-501-8.a	Trench Footing along Hangar Face	LS	0	\$0.00	1	\$26,370.00	\$0.00	\$26,370.00						
								\$0.00	\$0.00						
B.	D-751-5.2	SWS 5' Dia. Manhole (North)	EA	0	\$0.00	1	\$10,130.00	\$0.00	\$10,130.00						
								\$0.00	\$0.00						
C.	SS-110-3.1	Construction Layout and Staking	LS	0	\$0.00	1	\$5,000.00	\$0.00	\$5,000.00						
C.	SS-120-3.1	5" COW Concrete Curb and Gutter	LF	0	\$0.00	400	\$24.00	\$0.00	\$9,600.00						
C.	C-102-5.1	Contractor Quality Control Program (CQCP)	LS	0	\$0.00	1	\$6,000.00	\$0.00	\$6,000.00						
C.	C-105-6.1	Temporary Erosion Control (100' Silt Fence)	LS	0	\$0.00	1	\$500.00	\$0.00	\$500.00						
C.	C-105-6.2	Mobilization (Maximum 10% of Total Bid)	LS	0	\$0.00	1	\$17,000.00	\$0.00	\$17,000.00						
C.	P-152-4.2	Unclassified Excavation	CY	0	\$0.00	1000	\$6.00	\$0.00	\$6,000.00						
C.	P-154-5.1	Grouted Riprap	SY	0	\$0.00	15	\$88.00	\$0.00	\$1,320.00						
C.	P-307-7.1	8" Reinforced Aggregate Base Course	SY	0	\$0.00	970	\$17.00	\$0.00	\$16,490.00						
C.	P-501-8.2	7" Concrete Pavement	SY	0	\$0.00	790	\$70.00	\$0.00	\$55,300.00						
C.	P-620-5.1	Steel Reinforcement (Mesh) for Reinforced Panels	SY	0	\$0.00	79	\$8.00	\$0.00	\$632.00						
C.	D-701-5.2	30 inch RCP (Class III)	LF	0	\$0.00	90	\$98.00	\$0.00	\$8,820.00						
C.	D-705-5.1	30" RCP End Section	EA	0	\$0.00	2	\$1,400.00	\$0.00	\$2,800.00						
C.	D-705-5.2	18 inch RCP (Class III)	LF	0	\$0.00	150	\$90.00	\$0.00	\$13,500.00						
C.	D-705-5.3	18" RCP End Section	EA	0	\$0.00	2	\$1,500.00	\$0.00	\$3,000.00						
C.	D-705-5.4	24" Nyoplast Drainage Basin	EA	0	\$0.00	1	\$5,000.00	\$0.00	\$5,000.00						
C.	D-705-5.5	12" PVC Pipe (Sch. 80)	LF	0	\$0.00	45	\$150.00	\$0.00	\$6,750.00						
C.	D-751-5.2	SWS 5' Dia. Mahnole	EA	0	\$0.00	1	\$10,000.00	\$0.00	\$10,000.00						
C.	D-752-5.1	Single Curb Inlet (4' x 5' I.D.)	EA	0	\$0.00	2	\$10,625.00	\$0.00	\$21,250.00						
C.	D-752-5.2	Sloped Concrete Headwall	EA	0	\$0.00	2	\$2,650.00	\$0.00	\$5,300.00						
C.	T-901-5.1	Concrete Channel Liner	SY	0	\$0.00	20	\$124.00	\$0.00	\$2,480.00						
								\$0.00	\$0.00						

D.	SS-110-3.1	Erosion Control Matting (Original Heavy Duty)	SY	110	\$6.50	0	\$6.50	\$715.00	\$0.00
D.	SS-110-3.1a	Erosion Control Matting - Channel	SY	0	\$0.00	5400	\$4.13	\$0.00	\$22,302.00
D.	SS-110-3.2	Grouted Riprap (Original Channel)	SY	130	\$88.00	0	\$88.00	\$11,440.00	\$0.00
D.	SS-110-3.3	8" COW Concrete Parking and Construction Entrance Pavement	SY	100	\$84.00	140	\$84.00	\$8,400.00	\$11,760.00
D.	SS-110-3.4	6" COW Concrete Sidewalk Pavement	SY	16	\$68.00	20	\$68.00	\$1,088.00	\$1,360.00
D.	SS-262-5.2	Apron Grounding Receptacles	EA	14	\$630.00	12	\$630.00	\$8,820.00	\$7,560.00
D.	P-501-8.2	Steel Reinforcement (Mesh) for Reinforced Panels	SY	927	\$8.00	929	\$8.00	\$7,416.00	\$7,432.00
D.	D-701-5.1	30 inch RCP (Class III)	LF	310	\$98.00	332	\$98.00	\$30,380.00	\$32,536.00
D.	D-705-5.1	4-inch Pipe Underdrain Complete, Including Porous Backfill and Filter Fabric	LF	1000	\$34.00	990	\$34.00	\$34,000.00	\$33,660.00
D.	T-901-5.1	Seeding (Buffalo)	AC	4.7	\$7,750.00	4	\$7,750.00	\$36,425.00	\$31,000.00
D.	T-901-5.2	Temporary Seeding (Buffalo)	AC	4.7	\$1,500.00	4.32	\$1,500.00	\$7,050.00	\$6,480.00
D.	T-904-5.1	Sodding (Buffalo)	SY	6855	\$12.85	3112	\$12.85	\$88,086.75	\$39,989.20
D.	L-108-5.1	NO. 8 AWG, 5kV, L-824 Type C Cable, Installed In Trench, Duct Bank, or Conduit	LF	2100	\$3.50	1750	\$3.50	\$7,350.00	\$6,125.00
D.	L-108-5.2	NO. 6 AWG, Solid, Bare Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	2100	\$4.00	1667	\$4.00	\$8,400.00	\$6,668.00
D.	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2"C, 24" Minimum Cover	LF	1800	\$9.00	1452	\$9.00	\$16,200.00	\$13,068.00
D.	L-110-5.2	Concrete Encased Electrical Duct Bank, 1-Way 2"C, 24" Minimum Cover	LF	110	\$36.00	100	\$36.00	\$3,960.00	\$3,600.00
D.	F-162-5.3	Chain-Link Fence Removal	LF	330	\$19.25	274	\$19.25	\$6,352.50	\$5,274.50
D.	F-162-5.5	Temporary Chain Link Fence Installation/Removal	LS	1	\$6,500.00	2	\$6,500.00	\$6,500.00	\$10,660.00
D.	C-105-6.4	Re-Mobilization of Paving Equipment for NW Apron Lane	LS	1	\$5,000.00	0	\$5,000.00	\$5,000.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
Summation of Cost							\$287,583.25	\$472,716.70	
Net Cost for this Change Order							\$185,133.45		

Estimated Project Cost		Time Change		
Original Contract Amount		Original Contract Time (calendar days)		
Previously Approved Changes		Previously Approved Changes (calendar days)		
This Change Order		Additional Contract Time This Change Order (calendar days)		
New Contract Amount				