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C I T Y C O U N C I L

C I T Y O F W I C H I T A
K A N S A S

City Council Meeting
09:00 a.m. April 14, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on April 7, 2015

II. CONSENT AGENDA ITEMS 1 THROUGH 14

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 Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see **"ATTACHMENT 1 - CONSENT AGENDA ITEMS"** *for a listing of all Consent Agenda Items)*

PRESENTATIONS

-- Video Tribute to outgoing Mayor Carl Brewer

-- Kansas Senate Resolution

-- Presentation to outgoing Mayor Carl Brewer

-- Comments from outgoing Mayor Carl Brewer

-- Comments from Vice Mayor Blubaugh and Council Members

-- **Recess**

-- **Reconvene**

1. Call to Order

2. Introduction of new Mayor Jeff Longwell

3. Introduction from new Council Members Jeff Blubaugh, Brian Frye, and Pete Meitzner

4. Oath of Office for new Mayor Longwell administered by Judge Jennifer Jones

5. Oath of Office for new Council Members Blubaugh, Frye, and Meitzner administered by Judge Jennifer Jones

6. Comments from new Mayor Jeff Longwell

7. Comments from Council Members

8. Comments from new Council Members Jeff Blubaugh, Brian Frye, and Pete Meitzner

9. Ballot of Selection Vice Mayor

10. Oath of Office for Vice Mayor administered by Judge Jennifer Jones

11. Comments from new Vice Mayor

12. Comments from Council Members

13. Adjournment

II. CONSENT AGENDAS ITEMS 1 THROUGH 14

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see **"ATTACHMENT 1 – CONSENT AGENDA ITEMS"** for a listing of all Consent Agenda Items.)*

1. Report of Board of Bids and Contracts dated April 13, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption on Premises)
Mui Fong Yu	Tom's Lotus Garden**	822 South Broadway
Miguel Reyes	Rostizeria Los Reyes**	512 West 21st North
Jose L Gandara Fraire	Cevicheria Y Botanas La Isla LLC**	1935 North Broadway SU107

Renewal	2015	(Consumption off Premises)
Gural Singh Brar	G & B Store LP***	433 South Greenwich
Mahamad Hasan	One Stop***	1419 ½ East Central

   **General/Restaurant (need 50% or more gross revenue from sale of food)
   ***Retailer (Grocery stores, convenience stores, etc.)

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

3. Preliminary Estimates:
   a. List of Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - 8th Annual Autisum CARE Walk. (District I)
   b. Community Events - Prairie Fire Spring Half Marathon Set-Up. (Districts I, IV and VI)
   c. Community Events - Prairie Fire Spring Half Marathon. (Districts I, IV and VI)
   d. Community Events - Prairie Fire Spring Half Marathon 5K. (Districts I and IV)
   e. Community Events - Blessed Sacrament Field Day. (District II)
   f. Community Events - 2015 Food Trucks at the Fountains. (District I)

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

5. Agreements/Contracts:
   a. Supplemental Agreement - Webb Road Pump Station, and Equus Beds Wellfield Standby Power Systems.

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

6. Property Acquisitions:
   a. Partial Acquisition of 1611 and 1617 South Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)

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

7. Minutes of Advisory Boards/Commissions

   Police and Fire Retirement System, February 25, 2015
   Joint Investment Committee, March 5, 2015

   RECOMMENDED ACTION: Receive and file.

8. Contracts and Agreements for March 2015.

   RECOMMENDED ACTION: Receive and file.

9. Amendment of Parking District Charter Ordinance.

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

10. Approval of Offers for the Edgemoor and 13th Street North Intersection Improvement Project. (District I)

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

11. Second Reading Ordinances: (First Read April 7, 2015)
    a. List of Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

12. *DER2015-00002 - Proposed Amendments to the "U" University Zoning District.

RECOMMENDED ACTION: Concur with the findings of the MAPC and approve proposed amendments to the "U" University Zoning District and place the ordinance on first reading (simple majority vote required).

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

13. *Avis Rent A Car System, LLC. - Service Center Lease - Wichita Dwight D. Eisenhower National Airport.

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

14. *Yingling Aircraft, Inc. - Commercial Hangar Operator Use and Lease Agreement - Wichita Dwight D. Eisenhower National Airport.

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

Wichita, Kansas
April 13, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated April 6, 2015, were read and on motion approved.

Bids were opened April 10, 2015, pursuant to advertisements published on:

2015 Sanitary Sewer Rehabilitation Phase B (north of Pawnee, east of Maize Rd) (468-85025/ 620738/665005) Traffic to be maintained during construction using flag persons and barricades. (District I, II, IV, V, VI)

Layne Inliner LLC* - $478,200.00 * Negotiated to the Engineer's Estimate

37th Court North and Median Modification (east of Tyler, south of 37th Street North) 472-85193 (766331)

PPJ Construction* – $93,705.00
*Award 5/12/2015 Subject to City Council Approval of new Engineer's Estimate and Budget Authorization

Red Oaks, Red Oaks Court, Summerfield, Crestwood 472,85188 (766329) Red Oaks Entrance Road (Commercial) 472-85189 (766328) Read Oaks Entrance Road (Residential) 472-85190 (766330)

Bids Rejected

Lateral 2, Main 6A, Northwest Interceptor Sewer to serve Stonebridge Commercial Addition (south of 37th Street North, east of Maize) (468-84829/744391/480083) Does not affect existing traffic. Lateral 2, Main 6, Northwest Interceptor Sewer to serve Fox Ridge Plaza Addition (south of 37th Street North, east of Maize) (468-84951/744371/480063) Does not affect existing traffic. (District V)

Dutton Construction and Plumbing - $5,572.00 Base Bid Group 1
$96,404.00 Base Bid Group 2

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

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Truck Mount Spray Injection Machine with 35,000 GVWR cab and chassis.

McConnell and Associates Corp. - $170,410.00 Base Bid
$3,900.00 Option 1

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Replace and Renovate Garage Elevators.

Minnesota Elevator Inc. (MEI) - $378,540.00 Base Bid
$26,082.00 Add Alternate No 1

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: 58,000 GVWR Dump Trucks.

Roberts Truck Center LLC. Dba Summit Truck Group* - $724,400.00 Base Bid
Included Option 1
$20,254.00 Option 2
$8,105.00 Option 3
Included Option 6
$615.00 Option 7

*Five (5) Additional Dump Trucks at same unit cost.

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: April 13, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

April 10, 2015

2015 Sanitary Sewer Rehabilitation Phase B – Public Works & Utilities Department/Engineering Division

Layne Inliner, LLC	**(Negotiated to Engineer's Estimate)**	**$478,200.00**

Paving – 37th Court North and Median Modification (east of Tyler, south of 37th Street North) – Public Works & Utilities Department/Engineering Division

PPJ Construction	**(Award May 12, 2015 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)**	**$93,705.00**

Paving – Red Oaks, Red Oaks Court, Summerfield, Crestwood; Red Oaks Entrance Road (Commercial); Red Oaks Entrance Road (Residential) (north of 13th Street North, east of Webb) – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**

Sanitary Sewer Laterals to serve Stonebridge Commercial Addition – Public Works & Utilities Department/Engineering Division

Dutton Construction & Plumbing	**Base Bid – Group 1**	**$5,572.00**
	Base Bid – Group 2	**96,404.00**
	Aggregate Bid Total	**$101,976.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

April 10, 2015

Truck Mounted Spray Injection Machine and 35,000 GVWR Cab and Chassis – Public Works & Utilities Department/Fleet & Facilities Division (Deferred from April 6, 2015)

McConnell & Associates Corporation	**Base Bid**	**$170,410.00**
	Option 1 (Add) (Per Each)	**$3,900.00**

Replace & Renovate Two (2) Passenger Elevators in the Parking Garage Located at 215 S. Market – Public Works & Utilities Department/Fleet & Facilities Division (Deferred from April 6, 2015)

Minnesota Elevator, Inc. (MEI)	**Base Bid**	**$378,540.00**
	Alternate 1 (Add)	**$26,082.00**

58,000 GVWR Dump Trucks – Public Works & Utilities Department/Fleet & Facilities Division

Roberts Truck Center, LLC	**Base Bid**	**$724,400.00***
dba Summit Truck Group	**Option 1**	**Included**
	Option 2 (Add) (Per Each)	**$20,254.00**
	Option 3 (Add) (Per Each)	**$8,105.00**
	Option 6	**Included**
	Option 7 (Add) (Per Each)	**$615.00**

***Award Five Additional Units at Same Unit Cost**

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

for Clarence Rose

Melinda A. Walker
Purchasing Manager

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 10, 2015

RQ540317

FB540048		Engineer's Construction Estimate	Layne Inliner LLC	Insitufrom Technologies USA LLC	SAK Construction LLC
2015 Sanitary Sewer Rehabilitation Phase B		$478,200.00	$479,757.00	$504,070.50	$613,610.60
	BID BOND			X	X
468-85025	ADDENDA	0			
(620738)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2015 Sanitary Sewer Rehabilitation Phase B		$478,200.00			
	BID BOND				
468-85025	ADDENDA	0			
(620738)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2015 Sanitary Sewer Rehabilitation Phase B		$478,200.00			
	BID BOND				
468-85025	ADDENDA	0			
(620738)					
		Engineer's Construction Estimate			
2015 Sanitary Sewer Rehabilitation Phase B		$478,200.00			
	BID BOND				
468-85025	ADDENDA	0			
(620738)					

Contract negotiated for the Engineer's Estimate $478,200.00

CHECKED BY: _____

REVIEWED BY: _____

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 10, 2015

RQ540374

FB540059		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
37th Court North and Median Modification			$159,786.00	$125,638.15	$134,897.80
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	0			
472-85193 (766331)					
		Engineer's Construction Estimate	PPJ Construction		
37th Court North and Median Modification			$93,705.00		
(east of Tyler, south of 37th Street North)	BID BOND		X		
	ADDENDA	0			
472-85193 (766331)					
		Engineer's Construction Estimate			
37th Court North and Median Modification					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	0			
472-85193 (766331)					
		Engineer's Construction Estimate			
37th Court North and Median Modification					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	0			
472-85193 (766331)					

Award 5-12-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization

CHECKED BY: mf

REVIEWED BY: JK

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 10, 2015

RQ540375

FB540060		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1		$440,165.50	$354,565.38	$341,764.60
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2		$102,508.50	$93,289.18	$87,433.10
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3		$98,625.60	$88,259.02	$81,186.90
(north of 13th Street North,	BID BOND				
east of Webb)	ADDENDA	2			
BID TOTAL	--		641,299.60	536,113.58	510,384.60

		Engineer's Construction Estimate	Vogts-Parga Constructin LLC	PPJ Construction Inc.	Andale Construction Inc.
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1		$410,736.38	$534,534.00	$383,597.50
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2		$91,454.06	$120,484.00	$91,547.48
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3		$87,851.67	$115,636.00	$87,793.37
(north of 13th Street North,	BID BOND		X	X	X
east of Webb)	ADDENDA	2	X	X	X
BID TOTAL			590,042.11	770,654.00	562,938.35

		Engineer's Construction Estimate			
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1				
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2				
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3				
(north of 13th Street North,	BID BOND				
east of Webb)	ADDENDA	2			
BID TOTAL					

		Engineer's Construction Estimate			
Red Oaks, Red Oaks Court, Summerfield, Crestwood 472-85188 (766329)	Group 1				
Red Oaks Entrance Road (Commercial) 472-85189 (766328)	Group 2				
Red Oaks Entrance Road (Residential) 472-85190 (766330)	Group 3				
(north of 13th Street North,	BID BOND				
east of Webb)	ADDENDA	2			
BID TOTAL					

REJECT BIDS

CHECKED BY: HP

REVIEWED BY: JK

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 10, 2015

RQ540376

FB540061		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 2, Main 6A, NWI 468-84829 (744391)	BASE BID Group 1	$16,359.00	$5,615.46	$5,824.00	$6,693.20
Lateral 2, Main 6, NWI 468 84951 (744371)	BASE BID Group 2	$188,186.00	$130,975.40	$120,569.00	$112,279.40
	ADD ALT Group 3		$13,074.30	$8,985.00	$10,471.30
Stonebridge Commercial Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$204,545.00	149,665.16	135,378.00	129,443.90

		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 2, Main 6A, NWI 468-84829 (744391)	BASE BID Group 1	$16,359.00	$7,487.00	$5,659.00	$8,341.00
Lateral 2, Main 6, NWI 468 84951 (744371)	BASE BID Group 2	$188,186.00	$131,774.00	$113,953.00	$134,085.00
	ADD ALT Group 3		$13,089.00	$8,672.25	$13,238.00
Stonebridge Commercial Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$204,545.00	152,350.00	128,284.25	155,664.00

		Engineer's Construction Estimate	Dutton Construction & Plumbing	Stannard Construction d/b/a WB Carter	
Lateral 2, Main 6A, NWI 468-84829 (744391)	BASE BID Group 1	$16,359.00	$5,572.00		
Lateral 2, Main 6, NWI 468 84951 (744371)	BASE BID Group 2	$188,186.00	$96,404.00		
	ADD ALT Group 3		$9,515.00		
Stonebridge Commercial Addition	BID BOND		X		
	ADDENDA	1	X		
BID TOTAL		$204,545.00	111,491.00		

		Engineer's Construction Estimate			
Lateral 2, Main 6A, NWI 468-84829 (744391)	BASE BID Group 1	$16,359.00			
Lateral 2, Main 6, NWI 468 84951 (744371)	BASE BID Group 2	$188,186.00			
	ADD ALT Group 3				
Stonebridge Commercial Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		$204,545.00			

Contract awarded for $101,976.00 for Base Bid Group 1 and Base Bid Group 2

CHECKED BY: MJ

REVIEWED BY: JK

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540054 **Truck Mnt Spray Inject w/Cab & Chassis** **Close Date/Time:** 4/3/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works and Utilities

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
MCCONNELL & ASSOCIATES CORP	Complete	$174,310.00	Award 04/14/2015 Base Bid with Option 1 Public Works & Utilities Dept./Fleet & Facilities Div.

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540054 **Truck Mnt Spray Inject w/Cab & Chassis** **Close Date/Time:** 4/3/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works and Utilities

Go to: 001

Return to the Bid List

Responses: 1

Line 001 | Base Bid: New Current Model 35,000 GVWR Cab & Chassis with New Current Model Truck Mounted Diesel Driven Spray Injected Road Repair Machine Installed Complete (Supplement A). Cab & Chassis Manufacturer:_____ Model:_____ Year:_____ Truck Mounted Spray Injected Repair Machine: _____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCONNELL & ASSOCIATES CORP	1	Each	$170,410.0000	$170,410.00	Complete	2016 International 4300 SBA(MA025) Durapatcher 125SDJTM

Line 002 | OPTION 1: Hopper Cover per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCONNELL & ASSOCIATES CORP	1	Each	$3,900.0000	$3,900.00	Complete	meets all specifications

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POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540056 **Replace & Renovate Garage Elevators** **Close Date/Time:** 4/3/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
MINNESOTA ELEVATOR INC (MEI)	Complete	$404,622.00	Award 4-14-15 Base Bid with Add Alternate 1 Public Works & Utilities Dept./Fleet & Facilities Div.
KONE INC	Complete	$716,100.00	

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POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540056 **Replace & Renovate Garage Elevators** **Close Date/Time:** 4/3/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 2

Line 001 | Base Bid: Labor, Material and Equipment to Replace and Renovate Two (2) Passenger Elevators in the Parking Garage Owned by the City of Wichita Located at 215 S. Market Street, Wichita, KS as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MINNESOTA ELEVATOR INC (MEI)	1	Lump Sum	$378,540.0000	$378,540.00	Complete	
KONE INC	1	Lump Sum	$688,970.0000	$688,970.00	Complete	

Line 002 | Add Alternate No. 1: Labor, Material, and Equipment to Provide New Stainless Steel Cladding Over Eighteen (18) Sets of Entrance Frames Including Side and Head Jambs.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MINNESOTA ELEVATOR INC (MEI)	1	Lump Sum	$26,082.0000	$26,082.00	Complete	
KONE INC	1	Lump Sum	$27,130.0000	$27,130.00	Complete	

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POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540016 **58,000 GVWR Dump Trucks** **Close Date/Time:** 2/20/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total
ROBERTS TRUCK CENTER LLC	Complete	$324,626.00

City Comments

Award 2-24-15 Base Bid with Options 1,2,3,6 & 7 Public Works & Utilities Dept/Fleet & Facilities Div

Award 4-14-15 Base Bid with Options 1,2,3,6 & 7 Five (5) Additional Dump Trucks at the Same Unit Cost for a Total Cost of $869,270.00 Public Works & Utilities Dept./ Fleet & Facilities Division

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540016 **58,000 GVWR Dump Trucks** **Close Date/Time:** 2/20/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities **Responses:** 1

Go to: 001

Line 001 | Base Bid: New Current Model 58,000 GVWR Cab & Chassis with New Current Model Eighteen (18) Cubic Yard Slope Sided Dump Bed with Eighteen (18) Cubic Yard Ends to be Installed Complete (Supplement A) Cab & Chassis Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	2	Each	$144,880.0000	$289,760.00	Complete	2016 International 7400

Line 002 | Option 1: Air Operated Tailgate. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$0.0000	$0.00	Complete	Included

Line 003 | Option 2: Spreader with Pre Wet System (Supplement B). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$20,254.0000	$20,254.00	Complete	Each location must have a drive by access point module. $393ea. Main system one only $9124.

Line 004 | Option 3: 10' Power Reversing Snow Plow (Supplement C). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$8,105.0000	$8,105.00	Complete	per spec

Line 005 | Option 4: Additional Cost to Option 3 (Supplement C) to Provide Plow with Discharge Wings. Lump Sum Additional Cost to Option 3 per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Lump Sum	$963.0000	$963.00	Complete	per spec

Line 006 | Option 5: Cirus Spreadmart RX Electronic Controller, Dash Mounted (Supplement D). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$4,552.0000	$4,552.00	Complete	per spec

Line 007 | Option 6: Engine Programmed to Shut Off After Five Minutes of Idling. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$0.0000	$0.00	Complete	included

Line 008 | Option 7: Chalmers Rear Suspension System (No Leaf Spring Type Suspension Allowed)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$615.0000	$615.00	Complete	

Line 009 | Option 8: Haul Max Rear Suspension System (No Leaf Spring Type Suspension Allowed)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$377.0000	$377.00	Complete	

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WICHITA

POWERED BY COGSDALE

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 14, 2015

a. Fairmount Park Basketball Court Reconstruction, remove existing pavement and replace with new standards for basketball courts, add sidewalk from existing to new court (east of Hillside, south of 17th Street N) (472-85198/796008/440162) See Special Provisions. (District I) - $70,000.00

b. Friendship Park Basketball Court Construction (east of Hillside, south of Lincoln) (472-85212/ 092422/) See Special Provisions. (District I) - $80,000.00

c. 2015 Outsourced Pavement Preservation Program Joint and Crack Seal (various locations) (472-85203/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - $374,659.80

d. 2015 Outsourced Pavement Preservation Program CIP Thermal Crack Repairs (various locations) (472-85206/707084/211547) Traffic to be maintained during construction using flagpersons and barricades. (District I,II) - $885,555.00

e. Wastewater Treatment Plant 2 Emergency Power Installation (north of 63rd Street South, east of Hydraulic) (468-84956/624116/654003) Does not affect existing traffic. (District III) - $3,250,000.00

Agenda Item No. II-4a

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Community Events – 8th Annual Autism CARE Walk (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Hannah Henning, Heartspring, is coordinating the 8th Annual Autism CARE Walk with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

8th Annual Autism CARE Walk April 25, 2015 8:00 am – 2:00 pm

- South Water Street, Waterman Street to Dewey Street
- WaterWalk Place, South Wichita Street to Water Street

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

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4b

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Spring Half Marathon Set-Up (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Spring Half Marathon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Spring Half Marathon Set-Up May 2, 2015 10:00 am through May 3, 2015 2:00 pm

- Waterman Street, Wichita Street to Water Street

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

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4c

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Spring Half Marathon (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Spring Half Marathon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Spring Half Marathon May 3, 2015 6:00 am – 1:00 pm

- Wichita Street, Lewis Street to McLean Boulevard
- Maple Street, McLean Boulevard to Elizabeth Street
- Elizabeth Street, Maple to University Avenue
- University Avenue, Elizabeth Street to Hiram Avenue
- Hiram Avenue, University Avenue to St. Clair Street
- St. Clair Street, Hiram Avenue to entrance of Friends University Parking Lot
- Friends University Parking Lot, Maple Street to Elizabeth Street
- Elizabeth Street, Maple Street to Douglas Avenue
- Douglas Avenue, Elizabeth Street to Waco Street
- Waco Street, Douglas Avenue to Bike Path
- Bike Path, Douglas Avenue to Central Avenue
- Central Avenue, Stackman Drive to West Stackman Drive
- West Stackman Drive, Spaulding Avenue to West River Boulevard
- West River Boulevard, Murdock Street to Bitting Avenue
- Bitting Avenue, West River Boulevard to Oak Park Drive
- Oak Park Drive, Bitting Avenue to Forrest Street
- Forrest Street, Oak Park Drive to 11th Street North
- 11th Street North, Stackman Drive to West Central Avenue
- 13th Street North, West Central Avenue to McLean Boulevard
- McLean Boulevard, Exploration Place parking lot to Lewis Street
- Lewis Street, McLean Boulevard to Wichita Street

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

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4d

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Spring Half Marathon 5K (Districts I and IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Spring Half Marathon 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Spring Half Marathon 5K May 3, 2015 6:00 am – 1:00 pm

- Wichita Street, Lewis Street to McLean Boulevard
- McLean Boulevard, Lewis Street to Lincoln Street
- Lincoln Street, McLean Boulevard to Osage Street
- Osage Street, Lincoln Boulevard to Dayton Street
- Dayton Street, Osage Street to Sycamore Street
- Sycamore Street, Dayton Street to Texas Street
- Texas Street, Sycamore Street to Walnut Street
- Walnut Street, Texas Street to Douglas Avenue
- Douglas Avenue, Walnut Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to Lewis Street
- Lewis Street, McLean Boulevard to Wichita Street

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

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the

streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4e

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Blessed Sacrament Field Day (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Brandon Martin, Blessed Sacrament Parish, is coordinating the Blessed Sacrament Field Day with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Blessed Sacrament Field Day May 20, 2015 8:00 am – 1:00 pm

- Quentin Street, Douglas Avenue to First Street

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

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4f

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Community Events – 2015 Food Trucks at the Fountains (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Kary Taylor, is coordinating the 2015 Food Trucks at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2015 Food Trucks at the Fountains April 26, 2015 11:00 am – 3:00 pm

- Water Street, Dewey Street to Waterman Street.

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

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement: Webb Road Pump Station, and Equus Beds Wellfield Standby Power Systems (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement No. 1 for design and construction administration for standby power generation at the Webb Road Pump Station and Equus Beds Wellfield.

Background: Reliable power is critical in providing water service to the City of Wichita and its customers. The Water Utilities' Vulnerability Assessment conducted in 2002 by HDR, Inc., identified the lack of standby power generation as a security concern and recommended that it be installed.

Analysis: All of the water production, treatment and pumping facilities are operated with electrical power, and loss of electrical power can result in significant impacts on the City's ability to provide water. In addition to security concerns, there is the potential for natural disaster, such as the ice storm of January 2005 and the resulting power outages. Standby electrical generators will enable Wichita's water supply to continue during power outages.

A project was created in the Capital Improvement Plan, W-1397 in 2006, with the intention that it would fund the installation of standby power generators and necessary appurtenances for the Water Treatment Plant, Hess Pump Station, Webb Road Pump Station, Cheney Pump Station and the Equus Beds Wellfield. The standby generators at Hess Pump Station have been installed. At Cheney, the generators are nearing completion. The next two locations to receive standby generators will be the Webb Road Pump Station and the Equus Beds Wellfield.

Professional Engineering Consultants (PEC) was contracted in March 2006 to provide the predesign services for Water Utility security and at the same time, evaluated alternatives for providing power to the Hess Pump Station, treatment plant, Cheney Pump Station, Webb Road Pump Station and Equus Beds Wellfield. Preliminary designs and cost estimates were then prepared. PEC provided services in the previous phase and is recommended to provide design, bidding, and construction-related services for the Webb Road Pump Station and Equus Beds Wellfield.

Financial Considerations: The total approved budget for W-1397 is $22,130,000. After previous commitments, $10,681,442 remains available. PEC will perform design and construction services for the Webb Road and Equus Wellfield projects, for a lump sum of $518,000.

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

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

Attachments: Supplemental agreement, Exhibit "A" and Exhibit "B".

SUPPLEMENTAL AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

Supplemental Agreement. No. 1 DESIGN FOR AND CONSTRUCTION ADMINISTRATION FOR STANDBY POWER GENERATION

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and Professional Engineering Consultants, P.A., a Kansas Professional Association, 303 South Topeka, Wichita, Kansas, hereinafter called the "ENGINEER".

WITNESSETH: That the CITY is in need of standby power generation at Webb Road Pump Station and Equus Beds Wellfield.

WHEREAS, the CITY recognizes the need to perform design and construction administration for standby power generation at this facilities.

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required associated with the design and construction administration of Standby Power Systems at Webb Road Pump Station and Equus Beds Wellfield and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To schedule and attend meetings with the City and other local, state, and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches, and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages, and losses for injuries to persons or property arising from or caused by errors, omissions, or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
F. To comply with all Federal, State, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV 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.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants, and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees, and subcontractors, under this agreement, including any additions, alterations, or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees, and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease, or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees, or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death, and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) 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 ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. <u>THE CITY AGREES:</u>

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

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

IV. PAYMENT PROVISIONS

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

$518,000.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
   1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
   2. Additional design services not covered by the scope of this agreement.
   3. Construction staking, material testing, inspection, and administration related to the PROJECT.
   4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages, or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet, or transferred without specific consent of the CITY.

D. 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 CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

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

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

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

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

City of Wichita

by_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe,
Interim City Attorney & Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____ EVP
Name & Title

ATTEST:

_____

EXHIBIT "A"

A. Design Phase Scope of Services: Webb Road Pump Station

1. Architectural layout and design including building plans, roof plans, sections, elevations, and associated specifications all in collaboration with project management and engineering services as provided by PEC.

2. Mechanical engineering design including heating, ventilation, air-conditioning; building water, waste, and vent; building natural gas distribution; plumbing and exhaust connections to equipment; diesel fuel piping systems; and coolant water piping systems for the standby generator. Utilities extend to five feet beyond the building.

3. Electrical engineering design including interior and exterior building lighting; site lighting; building power distribution; site power distribution; equipment connections; fire alarm as necessary, security, communications systems, medium voltage power distribution on site and within the buildings, controls design for complete replacement of the existing SCADA system with modifications as required to interconnect the standby power plant with the existing plant SCADA Systems, and a sound attenuation study for the Webb Road Pump Station Design will include replacement of the existing 2400V electrical system with 480V system complete with necessary components including 480 volt switchgear, generator, variable frequency drives (VFD's), and motors designed for operation at 480 volt and controlled with VFD's. Pumps will be specified and replaced as deemed necessary by City of Wichita Water Utilities personnel.

4. Structural engineering design of structural elements for gravity, wind, and seismic loads as dictated by the applicable building codes and Owner directed special loading requirements.

5. Civil engineering design of site civil elements including site demolition plan, site grading, extension of any necessary utilities to within 5'-0" of the building for interconnection to building systems, utility relocations, site drainage, fencing, and site paving.

6. Surveying services including a full survey of the site as needed for design of the site drainage and paving. Technical personnel and equipment will be provided to obtain survey data for the design and to establish control points in the field for construction. City of Wichita staff will provide benchmark information and available City of Wichita utility data at each site. The utility companies will be contacted to flag and locate their facilities within the project limits of construction and all of the existing utility information shall be clearly noted and identified on the plans.

7. Geotechnical engineering services consisting of drilling and laboratory testing at each site in quantities as required to properly design the structural systems and pavement for each building and site.

8. The following services are included for each discipline and for each project:
   a) Design submittals will be provided at 30%, 90%, and 100% for review by the City of Wichita Personnel.

b) Preliminary Design Review (30% design submittal). Two copies of the preliminary plans and specifications will be submitted for review. Survey including all utility information will be included at this time. A meeting will be scheduled with the City staff as well as the Design Council to go over all review comments for inclusion in the design.
c) Intermediate Design Review (90% design submittals). Two copies of the intermediate design submittals will be submitted for review. A meeting will be scheduled with the City to go over all review comments for inclusion in the design.
d) Final Design Review (100% design submittal). Two copies of the final plans and specifications will be submitted for review by the Owner. A final design review meeting will be schedule with the City personnel to make last minute corrections and to finalize bid and construction schedules for inclusion in the specifications.
e) A cost estimate will be provided at each submittal to ensure that the costs for the projects are kept within the budget.
f) Produce drawings and specifications for bidding and construction. The City of Wichita will provide PART I, BIDDING/CONTRACTING INFORMATION and PART II, GENERAL CONDITIONS of the specifications. PART III, The TECHNICAL SPECIFICATIONS including those available from the City of Wichita will be included by PEC. All specifications will be custom written for this project.
g) All drawings produced by PEC will be sealed by an Engineer licensed in the State of Kansas.
h) All drawings produced by the Architect will be sealed by an Architect licensed in the State of Kansas.
i) The survey services will be provided by a licensed Land Surveyor in the State of Kansas.
j) Final bid documents will be provided for bidding purposes and delivered to the Owner. This submittal will include original tracings of the final approved plans and a hard copy of the complete master speciation along with a construction cost estimate.

B. Design Phase Scope of Services: ASR Well Site Generators

1. The design will be as required for connection of a permanently installed generator at each of ten existing well sites currently equipped with automatic transfer switches and equipment. Each of these sites will be designed to run automatically in event of a power outage and can be programmed to start and run weekly for testing purposes.

2. Provide design as required for connection of a semi-permanently installed trailer mount generator at each of ten additional well sites. This project will supply between one and five trailer mounted generators. Each trailer mounted unit will be semi-permanently connected at each site to allow the maintenance personnel to test units on a regular schedule. This will also allow the maintenance personnel to visit each site to manually start the semi-permanently mounted units in event of a power outage. Each site and generator unit will be equipped with cabling and circuits for block heaters and controls necessary for proper operation during a power outage.

3. The existing site at each location will be upgraded as necessary to allow for parking the trailer mounted generator for connection at each location.

4. Specifications will be provided for a single trailer mounted generator complete with sub-base fuel tank, weatherproof enclosure, and storage enclosure for remote connection cables (Power and Controls)

C. Bidding Phase Scope of Services:

1. Pre-Bid Meeting: PEC shall conduct a pre-bid meeting. Included in this meeting will be a site tour in which PEC and the City of Wichita Staff will attend. Because the well field and the Webb Road Pump station sites are remote from each other, (2) pre-bid meetings may be required. This will be determined at the time the plans are out for bid. One meeting would be held at the Webb Road Site and one at the ASR Well Field Maintenance Facility.

2. Bidding assistance including response to Contractor's questions and preparation of items for inclusion in and production of addenda.

3. Provide a final construction cost estimate just prior to bid opening.

D. Construction Related Services:

1. Review of shop drawings.

2. Periodic and final pay request reviews.

3. Answer technical questions.

4. Provide written minutes of meetings.

5. Evaluate materials testing for acceptance.

6. Evaluate and analysis of possible change order issues and preparation of change orders.

7. Full-time on-site construction observation to coordinate the work between the City of Wichita Staff and the Contractors. This includes one staff person for 9 months and 54 hours per week. On-site weekly meetings for resolution of technical issues will be conducted. Construction observation is required of critical construction such as testing, concrete and steel placement, and utility installations. All work will be recorded in a construction log for all days of the construction contract. The on-site inspection staff will visit the ASR well field periodically during the construction period as full time construction observation of these sites will not be necessary at each of the 20 well field sites.

8. In addition to the full on-site inspection, PEC will provide inspections and review of construction at critical times in the construction process complete with punch lists and comments on the progress.

9. A written letter of acceptance of the work will be provided.

10. Final observation and final acceptance letters will be provided.

11. Construction observation visits for structural and civil elements during installation. Construction observation visits for mechanical and electrical elements for interim review of under floor installation or interim review of wall rough-ins, or interim review of above ceiling construction. Additional structural, mechanical, and electrical construction observation visits for specific inspections will be provided as needed.

12. Final review of construction installation and written final punch list will be provided.

13. Production of record drawings, as-builts, or release of electronic files.

14. Additional structural services as defined in "National Practice Guidelines for Structural Engineer of Record" as published by the Coalition of American Structural Engineers.

E. Responsibility of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Utility requirements for all equipment specified and/or provided by the Owner.

2. Existing utility and building drawings.

F. Payment Provisions:

Professional Engineering Consultants, P.A., proposes to perform the Scope of Services described above on the basis of a lump sum amount.

The fees for the project will be separated to match the three phases of work as described in paragraphs A, B, and C above.

Webb Road Pump Station Design Phase Services:	**$105,000**
ASR Well Field Design Phase Services:	**$ 23,000**
Bidding Phase Services:	**$ 28,000**
Constr. Related Services:	**$362,000**
	$518,000

The above design fees are based on the following schedules:

1. Project Design and Bidding Services to be provided in 2015 and Construction Related Services to be provided in 2015 and 2016.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month.

G. Time of Performance:

PEC proposes to begin work on each PROJECT following receipt of an executed copy of this agreement and to complete the Scope of Services in accordance with a mutually agreed schedule thereafter exclusive of any delays beyond the control of PEC.

EXHIBIT "B"

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

CITY OF WICHITA, KANSAS
Supplemental Agreement. No. 1
DESIGN FOR AND CONSTRUCTION ADMINISTRATION FOR STANDBY POWER GENERATION

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

CITY OF WICHITA
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1611 and 1617 South Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for widening Meridian to a five-lane roadway with a center turn lane. Other improvements include the realignment of Orient at Meridian, the storm water drainage system, installation of new sidewalks, and waterline improvements to serve surrounding residential neighborhoods. The project requires acquisitions for road right-of-way and temporary construction easements throughout the corridor. The properties at 1611 and 1617 S. Meridian are in the same ownership and adjacent to each other. A 200 square foot corner clip is required from 1611 S. Meridian. Additionally, three temporary easements totaling 2,171 square feet are required from the properties. The properties are zoned Limited Commercial and are developed with auto service and sales facilities. The acquisitions will not impact the improvements but will cause access points to the sites to be closed during construction.

Analysis: The proposed taking was appraised and estimated to have a fair market value of $2,830. The owner rejected this amount. Additionally, this amount did include several relocation items such as the business sign and fencing. Finally, a review of project scheduling indicated that there would be no access to 1617 S. Meridian during construction unless access was provided through 1611 S. Meridian. The owner agreed to accept $20,300 as compensation for acquisition, temporary easements and all items of required relocation and site work. This property was included in the eminent domain action authorized by the City Council on October 14, 2014. Upon successful closing of the transaction, the property will be removed from the eminent domain action.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $21,300 is requested. This includes $20,300 for the acquisition and $1,000 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract maps, and aerial map.

Abdallah Ownership

Legend

- Parcels

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: 1,205

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 19th day of March, 2015 by and between Khalil E. Abdallah and Gail D. Abdallah, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer, by a good and sufficient warranty deed, the following described real property, situated in Sedgwick County, Kansas, to-wit:

   A Proposed Right-of-Way Acquisition in Lot 1 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

   A portion of Lot 1 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1 a distance of 10.00 feet for a Point of Beginning; thence continuing west along the north line of said Lot 1 a distance of 20.00 feet; thence southeasterly a distance of 28.32 feet to a point on the west line of Meridian Avenue per Condemnation Case #53868, said point being 20.00 feet south of the NW of said Condemnation Case #53868; thence north along the west line of Meridian Avenue per said Condemnation Case #53868 a distance of 20.00 feet to the Point of Beginning.

   Containing 200.0 Sq. Ft., more or less.

   Together with a temporary easement for construction purposes; for consideration as hereinafter set forth, the Sellers agree to grant to the Buyer, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas

   A Temporary Construction Easement in Lots 1 & 3 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

   A portion of Lots 1 & 3 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1 a distance of 30.00 feet for a Point of Beginning; thence continuing west along the north line of said Lot 1 a distance of 70.00 feet; thence south a distance of 5.00 feet to a point 90.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868; thence east parallel with the north line of said Lot 1 a distance of 67.93 feet; thence southeasterly a distance of 24.18 feet to a point 5.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868, said point being 22.08 feet south of the north line of said Lot 1; thence south parallel with the west line of Meridian Avenue per Condemnation Case #53868 a distance of 27.97 feet to a point on the south line of said Lot 3; thence east along the south line of said Lot 3 a distance of 5.00 to a point on the

west line of Meridian Avenue per Condemnation Case #53868; thence north along the west line of Meridian Avenue per said Condemnation Case #53868 a distance of 30.00 feet; thence northwesterly a distance of 28.32 feet to the Point of Beginning.

Containing 621.1 Sq. Ft., more or less.

And

That part of Lots 17, 19, 21 and 23 on Meridian Avenue, Garfield Park Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 17 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet west of the northeast corner of said Lot 17; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant west of and parallel with the east line of said Lots 17, 19, 21 and 23, 100.00 feet to the intersection with the south line of said Lot 23; thence west along the south line of said Lot 23, 12.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave, (Condemnation Case A-53868) 100.00 feet to a point on the north line of Lot 17; thence east along the north line of said Lot 17, 12.00 feet to the point of beginning.

Said Tract containing 1,200 square feet, more or less.

And

That part of Lots 13 and 15,Garfield Park Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 13 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet west of the northeast corner of said Lot 13; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant west of and parallel with the east line of said Lots 13 and 15, 50.00 feet to the intersection with the south line of said Lot 15; thence west along the south line of said Lot 15, 7.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave, (Condemnation Case A-53868) 50.00 feet to a point on the north line of Lot 13; thence east along the north line of said Lot 13, 7.00 feet to the point of beginning.

Said Tract containing 350 square feet, more or less.

2. The Buyer hereby agrees to purchase, and pay as consideration for the conveyance to it of the above-described real property, including the costs for items including but not limited to, signage, fencing, and damages to the remainder, Twenty Thousand Three Hundred Dollars and Zero Cents ($20,300.00) detailed below.

Right-of-way	$ 1,600.00
Temporary Easement	$ 3,475.00
Cost-to-cure: Fence	$ 1,450.00
Sign relocation	$ 7,356.00
Damages: Parking lot restoration, temp access and asphalt	$ 6,419.00

$20,300.00

3. Buyer also hereby agrees to deed to Seller a portion of Lot 1 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northwest corner of said Lot 1; thence east along the north line of said Lot 1 a distance of 110.00 feet for a Point of Beginning; thence east along the north line of said Lot 1 a distance of 5.00 feet; thence south a distance of 5.00 feet thence northwesterly 7.07 feet +/- to the Point of Beginning.

4. The Temporary Construction Easements shall have a term of two years from execution or ninety days (90) after completion of the road construction project for which this easement is acquired. The Temporary Construction Easements acquired from Landowner's property shall be utilized only to undertake, carry-out actual construction activity on Landowner's remaining property or on the abutting roadways, but shall not be utilized for vehicular, equipment or material storage except when directly associated with such work. Said Temporary Construction Easement shall be in conformity with Exhibit A attached hereto.

5. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

6. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

7. Taxes and specials shall be pro-rated for the calendar year. All prior years specials and taxes shall be current at time of closing.

8. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted. Seller agrees to provide lease cancelations for any leases with terms longer than month to month.

9. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

10. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 30, 2015.

11. Possession to be given to Buyer at closing

12. Closing costs shall be paid 100% by Buyer and 0% by Seller.

13. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Khalil E. Abdallah

Gail D. Abdallah

BUYER:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A

CITY OF WICHITA, KANSAS
TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 19th day of March, 2015, by and between Khalil E. Abdallah and Gail D. Abdallah, husband and wife, ("Landowner"), and the City of Wichita, Kansas a municipal corporation.

For consideration of One Dollar and Zero Cents ($1.00) and as hereinafter set forth, the landowner(s) agree(s) to grant to the City of Wichita, Kansas, a municipal corporation, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

A Temporary Construction Easement in Lots 1 & 3 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of Lots 1 & 3 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1 a distance of 30.00 feet for a Point of Beginning; thence continuing west along the north line of said Lot 1 a distance of 70.00 feet; thence south a distance of 5.00 feet to a point 90.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868; thence east parallel with the north line of said Lot 1 a distance of 67.93 feet; thence southeasterly a distance of 24.18 feet to a point 5.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868, said point being 22.08 feet south of the north line of said Lot 1; thence south parallel with the west line of Meridian Avenue per Condemnation Case #53868 a distance of 27.97 feet to a point on the south line of said Lot 3; thence east along the south line of said Lot 3 a distance of 5.00 to a point on the west line of Meridian Avenue per Condemnation Case #53868; thence north along the west line of Meridian Avenue per said Condemnation Case #53868 a distance of 30.00 feet; thence northwesterly a distance of 28.32 feet to the Point of Beginning.

Containing 621.1 Sq. Ft., more or less ("Easement One").

And

That part of Lots 17, 19, 21 and 23 on Meridian Avenue, Garfield Park Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 17 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet west of the northeast corner of said Lot 17; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant west of and parallel with the east line of said Lots 17, 19, 21 and 23, 100.00 feet to the intersection with the south line of said Lot 23; thence west along the south line of said Lot 23, 12.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave. (Condemnation Case A-53868) 100.00 feet to a point on the north line of Lot 17; thence east along the north line of said Lot 17, 12.00 feet to the point of beginning.

Said Tract containing 1,200 square feet, more or less ("Easement Two").

And

That part of Lots 13 and 15,Garfield Park Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 13 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet west of the northeast corner of said Lot 13; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant west of and parallel with the east line of said Lots 13 and 15, 50.00 feet to the intersection with the south line of said Lot 15; thence west along the south line of said Lot 15, 7.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave, (Condemnation Case A-53868) 50.00 feet to a point on the north line of Lot 13; thence east along the north line of said Lot 13, 7.00 feet to the point of beginning.

Said Tract containing 350 square feet, more or less ("Easement Three")

Said right of entrance, occupation and use to continue only during the construction and through the completion of the project.

It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

This easement expires twenty-four (24) months from the date of execution or ninety (90) days after completion of the road construction project for which this easement is acquired, whichever date comes first.

This easement will be utilized only to undertake and carry-out actual construction activity on the Landowner's remaining property or on the abutting roadways and private drives, but shall not be utilized for general project storage of vehicles, equipment or material storage except when directly associated with such work.

The City of Wichita, Contractors and Assigns agree that construction shall not occur on the access included in Easement One and the access included in Easement Two simultaneously.

Construction on the access drive in Easement One shall be completed in no more than eight (8) weeks. Construction on the access drive in Easement Two shall be completed in four (4) weeks if rebuilt as one project or within eight (8) weeks if built one half at a time. The access drive in Easement Three shall be rebuilt as one project and constructed in no more than four (4) weeks. Construction method, where applicable, shall be at the choice of the Landowner. Construction on the access drives shall not exceed the time limits stated.

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

Khalil E. Abdallah

Gail D. Abdallah

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

On this day of March, 2015, before me, a notary public in and for said county and state, personally appeared Khalil E. Abdallah, husband to Gail D. Abdallah, to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

(seal)

DAWN M. MOORE
Notary Public - State of Kansas
My Appt. Expires April 16, 2018

Dawn M. Moore
Notary Public

My commission expires: 04-16-18

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

On this day of March, 2015, before me, a notary public in and for said county and state, personally appeared Gail D. Abdallah, wife to Khalil E. Abdallah, to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

(seal)

DAWN M. MOORE
Notary Public - State of Kansas
My Appt. Expires April 16, 2018

Dawn M. Moore
Notary Public

My commission expires: 04-16-18

TEMPORARY CONSTRUCTION EASEMENT

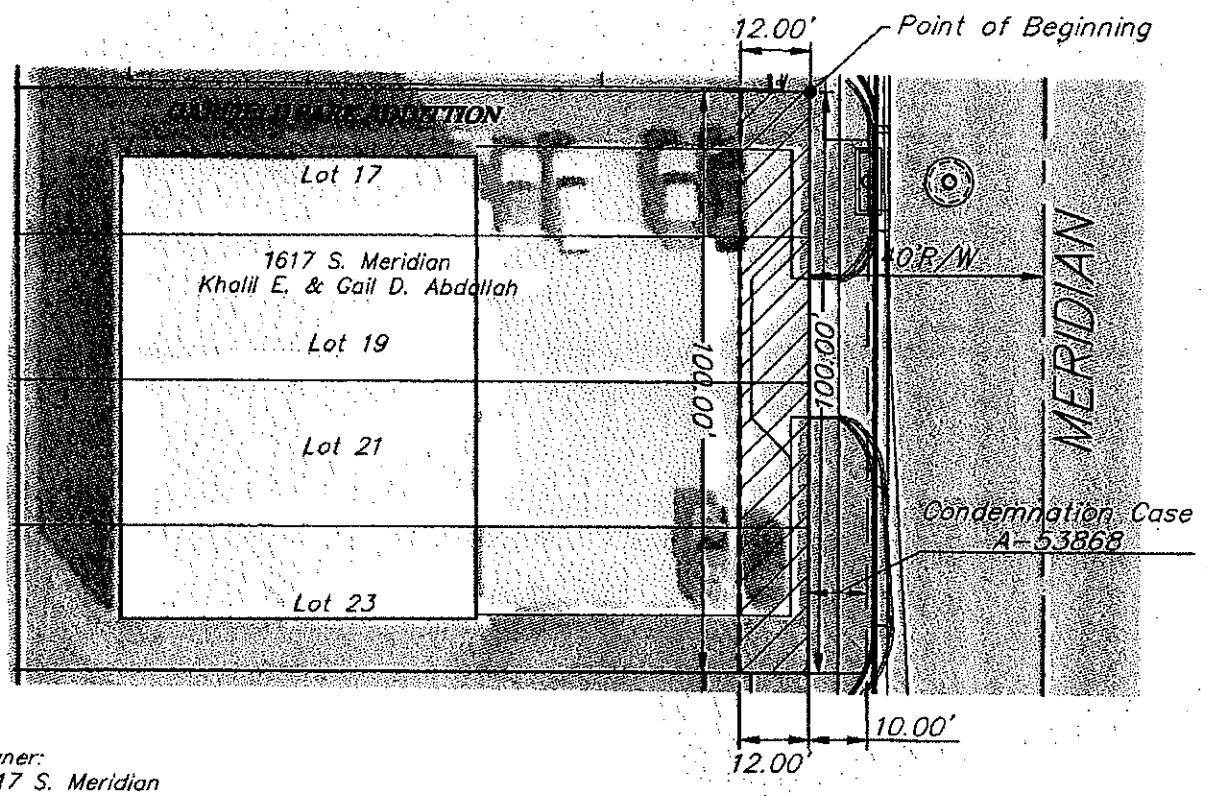
LEGAL DESCRIPTION:

That part of Lots 17, 19, 21 and 23 on Meridian Avenue, Garfield Park Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 17 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet west of the northeast corner of said Lot 17; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant west of and parallel with the east line of said Lots 17, 19, 21 and 23, 100.00 feet to the intersection with the south line of said Lot 23; thence west along the south line of said Lot 23, 12.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave, (Condemnation Case A-53868) 100.00 feet to a point on the north line of Lot 17; thence east along the north line of said Lot 17, 12.00 feet to the point of beginning.

Said Tract containing 1,200.0 square feet, more or less.

0 30

Scale: 1"=30'



Owner:
1617 S. Meridian
Khalil E. & Gail D. Abdallah
PO Box 108
Rose Hill KS 67133

September 8, 2014

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

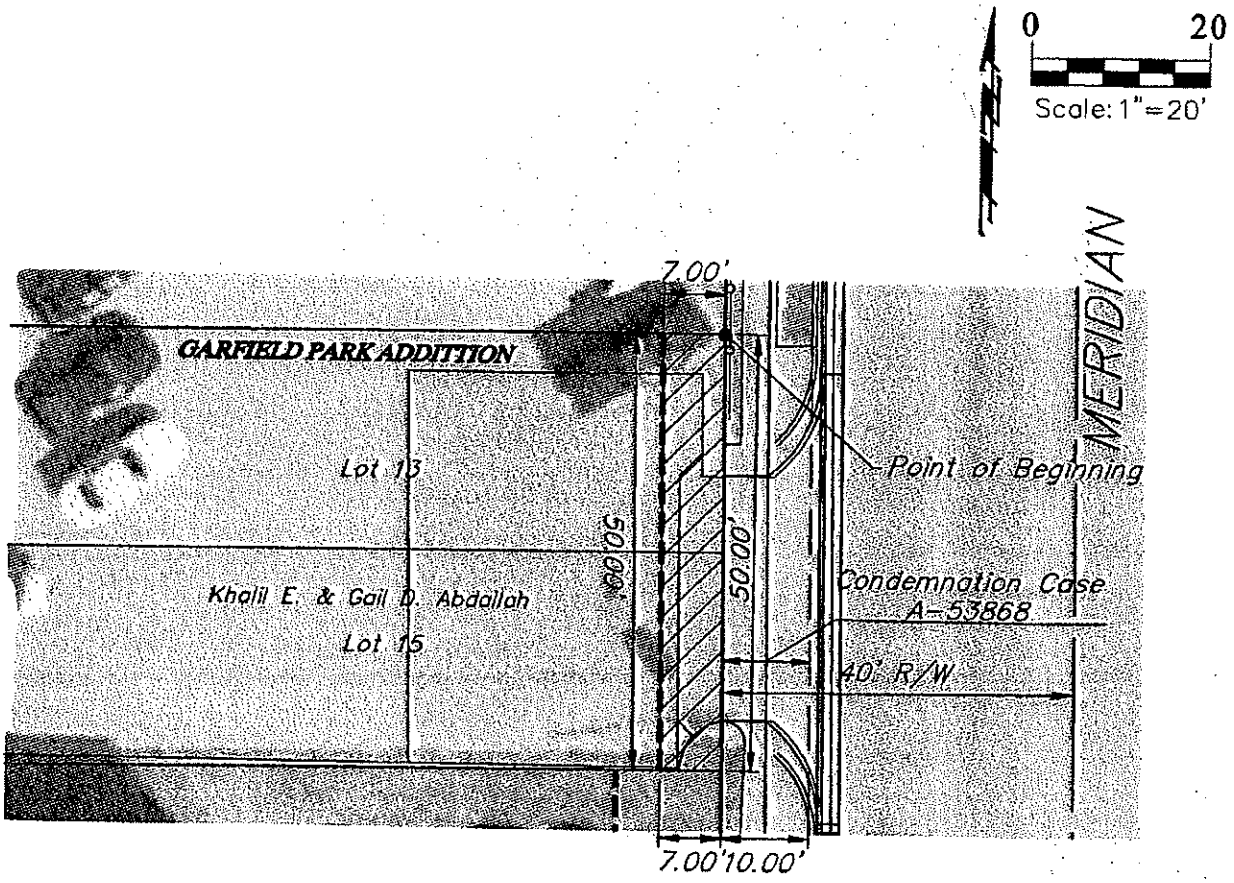
E:\Projects\Meridian-Orient to McCormick\Exhibit 14

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lots 13 and 15, Garfield Park Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the north line of said Lot 13 with the west right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet west of the northeast corner of said Lot 13; thence south along the west right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant west of and parallel with the east line of said Lots 13 and 15, 50.00 feet to the intersection with the south line of said Lot 15; thence west along the south line of said Lot 15, 7.00 feet; thence north parallel with the west right-of-way line of said Meridian Ave, (Condemnation Case A-53868) 50.00 feet to a point on the north line of Lot 13; thence east along the north line of said Lot 13, 7.00 feet to the point of beginning.

Said Tract containing 1550.0 square feet, more or less.



Owner:
Khalil E. & Gail D. Abdallah
PO Box 108
Rose Hill KS 67133

October 8, 2014

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\Projects\Meridian-Orient to McCormick\Exhibit 14a

EXHIBIT

LEGAL DESCRIPTION:

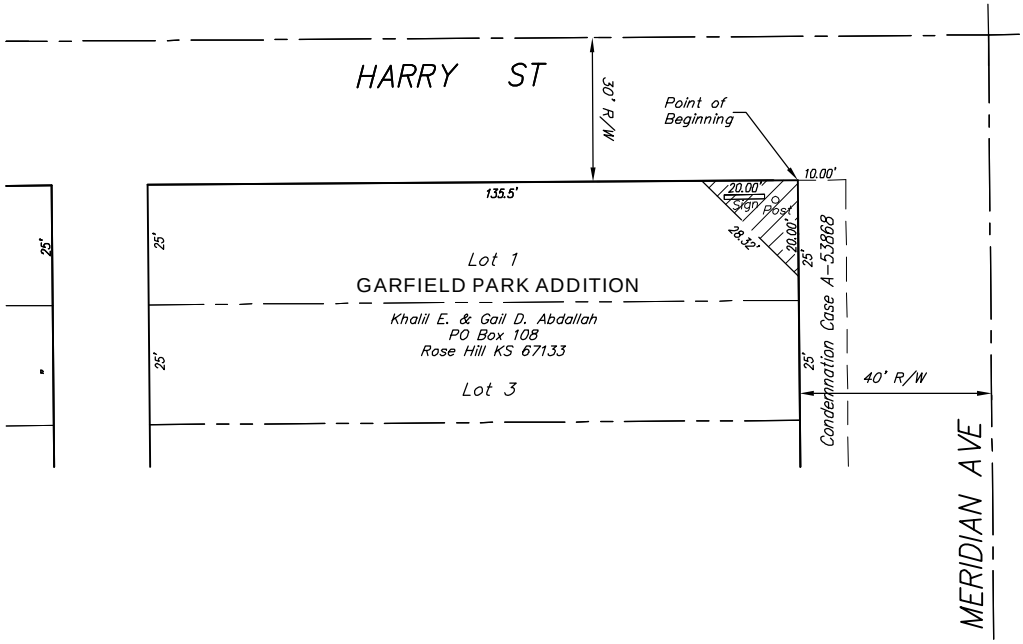
A Proposed Right-of-Way Acquisition in Lot 1 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of Lot 1 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1 a distance of 10.00 feet for a Point of Beginning; thence continuing west along the north line of said Lot 1 a distance of 20.00 feet; thence southeasterly a distance of 28.32 feet to a point on the west line of Meridian Avenue per Condemnation Case #53868, said point being 20.00 feet south of the NW of said Condemnation Case #53868; thence north along the west line of Meridian Avenue per said Condemnation Case #53868 a distance of 20.00 feet to the Point of Beginning.

Containing 200.0 Sq. Ft., more or less.

0 20 40

SCALE: 1" = 40'



9-11-14

Baughman Company , P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 10-04-E493

E:eng/Meridian-Orient to McCormick\Exhibit\Abdullah-2.dwg

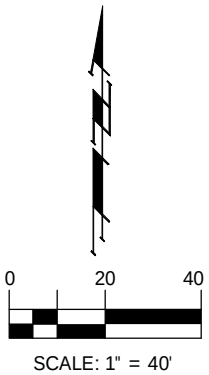
EXHIBIT

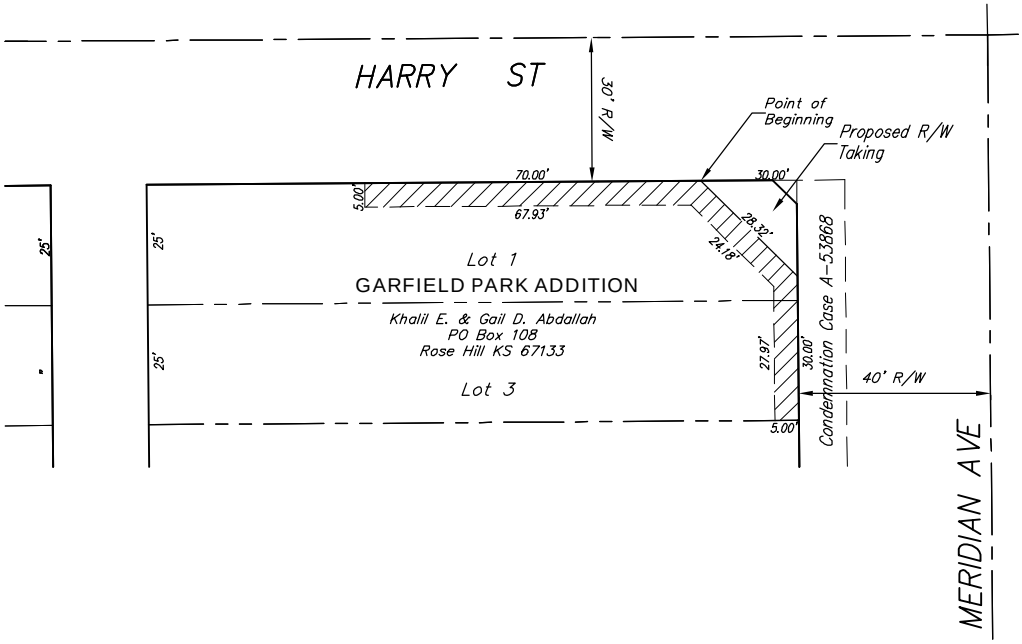
LEGAL DESCRIPTION:

A Temporary Construction Easement in Lots 1 & 3 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of Lots 1 & 3 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1 a distance of 30.00 feet for a Point of Beginning; thence continuing west along the north line of said Lot 1 a distance of 70.00 feet; thence south a distance of 5.00 feet to a point 90.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868; thence east parallel with the north line of said Lot 1 a distance of 67.93 feet; thence southeasterly a distance of 24.18 feet to a point 5.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868, said point being 22.08 feet south of the north line of said Lot 1; thence south parallel with the west line of Meridian Avenue per Condemnation Case #53868 a distance of 27.97 feet to a point on the south line of said Lot 3; thence east along the south line of said Lot 3 a distance of 5.00 to a point on the west line of Meridian Avenue per Condemnation Case #53868; thence north along the west line of Meridian Avenue per said Condemnation Case #53868 a distance of 30.00 feet; thence northwesterly a distance of 28.32 feet to the Point of Beginning.

Containing 621.1 Sq. Ft., more or less.





1-10-14

Baughman Company , P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 10-04-E493

E:eng/Meridian-Orient to McCormick\Exhibit\Abdullah-Temp.dwg

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
MARCH 2015

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Audio Visual Equipment at City Hall, Council Chambers and First Floor Board Room (Maintenance/Service Agreement of)	3/31/2016	Conference Technologies, Inc.	Public Works & Utilities	3/18/2014 - 3/31/2015	1 - 1 year option
Bauer Breathing Air Compressors, Charging Stations and Air Quality Testing Services (Service & Maintenance)	3/31/2016	Breathing Air Services, Inc.	Fire	4/1/2013 - 3/31/2014	Last option
Carpet, Installation & Repair	3/31/2016	National Flooring LLC	Housing & Community Services	4/1/2014 - 3/31/2015	1 - 1 year option
Furniture, Herman Miller Office Systems	3/31/2016	John A Marshall Co.	Finance	06/12/2003 - 06/11/2006	Annual basis
Graphic Design Services for Stormwater Marketing Efforts	3/31/2016	Rowley Snyder Ablah Inc. dba RSA Marketing Services	Public Works & Utilities	4/1/2013 - 3/30/2014	2 - 1 year options
Grounds Maintenance Services - Airport	3/31/2016	SLM, Inc. dba Suburban Landscape Management	Airport	4/24/2012 - 3/30/2015	1 - 1 year option
Landscape Maintenance Murfin Animal Care Campus	3/31/2016	Dragonfly Lawn & Tree Care, LLC	Park & Recreation	4/1/2013 - 3/31/2014	Last option
Legal Services related to City's Acquisition of Property & Rights-of-way under its Eminent Domain	3/31/2016	Orrick & Erskine, L.L.P.	Law	4/17/2012 - 3/31/2013	1 - 1 year option
Mow & Maintenance EOD Range & Air Section	3/31/2016	Dragonfly Lawn & Tree Care LLC	Police	4/1/2014 - 3/31/2015	1 - 1 year option
Mow, Edge & Trim - Fire Training Academy	3/31/2016	Dragonfly Lawn & Tree Care LLC	Fire	4/1/2014 - 3/31/2015	1 - 1 year option
Mow, Edge, Trim - Police Facility @ 1903 W. Pawnee	3/31/2016	Professional Landscaping Services, LLC	Police	4/7/2014 - 3/31/2015	1 - 1 year option
Mow, Trim Edge & Maintenance for Environmental Health 1900 E. 9th	3/31/2016	Dragonfly Lawn & Tree Care, LLC	Public Works & Utilities	4/1/2014 - 3/31/2015	Last option
Mowing - Private Lot	3/31/2016	Professional Landscaping Services	Park & Recreation	4/15/2014 - 3/31/2015	1 - 1 year option
Mowing, Drainageway	3/31/2016	Commercial Lawn Management of Wichita, Inc.	Public Works & Utilities	4/1/2013 - 3/31/2014	2 - 1 year options
Rags, Wiping	3/31/2016	Southwest Paper Company, Inc.	Various	4/1/2013 - 3/31/2014	Last option
Temporary/Seasonal Workers Professional Services	3/31/2016	Syndeo Staffing	Human Resources	4/1/2011 - 3/31/2012	Last option
Windows - Thermal Break Primary (Energy Star)	3/31/2016	Columbia Industries, Inc.	Housing & Community	4/16/2013 - 3/31/2014	Last option

PROFESSIONAL CONTRACTS UNDER $50,000
MARCH 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

ANNUAL MAINTENANCE CONTRACTS OVER $50,000
DIRECT PURCHASE ORDERS FOR MARCH 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Dataedge Solutions Corp.	DP540211	Software Maintenance/Support	$78,654.00		
Cogsdale Holdings LTD	DP540256	Software Maintenance/Support	$134,326.38		

Agenda Item No. II-9

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Amendment of Parking District Charter Ordinance (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the amended charter ordinance and place the ordinance on first reading.

Background: In 1991, the City adopted Charter Ordinance No. 138 permitting the establishment of parking districts to promote economic development. In 1992, the City used the authority provided by the charter ordinance to establish a parking district for Old Town. Through the Old Town parking district, the City has constructed public parking that is shared by the properties in Old Town. Property owners within the Old Town zoning overlay district receive an exemption from the on-site parking requirement if they pay a monthly fee to the City to have their parking provided by the parking district.

Analysis: In the years since the Old Town parking district was established, Old Town has expanded, but the Old Town parking district has not been expanded beyond the original boundaries of Douglas, Washington, 2nd Street, and the railroad overpass. The charter ordinance needs to be amended to expressly state that the City has the authority to amend the boundaries of a parking district. Also, it is recommended that the charter ordinance be amended to remove the requirement that the boundaries of a parking district directly correspond to the boundaries of a zoning overlay district. Since the process of amending the boundaries of a parking district requires notification of property owners and multiple City Council meetings, it is recommended that the charter ordinance be amended to allow the City to establish parking districts that encompass an area in which it is anticipated that property owners will request zoning changes to an overlay district in the future. Exemption from the on-site parking requirement will still be tied to the zoning overlay district. The public hearings associated with the request for the zoning overlay district will provide the public ample opportunity to give input on any impacts of allowing a property an exemption from the parking requirements by participating in a parking district.

If the City Council approves the amended charter ordinance, a 60-day protest period will follow. If a sufficient petition for a referendum is not filed within the 60-day protest period, the amended charter ordinance will become effective, and the City Council will be requested to consider a resolution to establish a public hearing to consider expanding the boundaries of the Old Town parking district. Notice of the public hearing will be mailed to each property owner within the proposed new boundaries.

Financial Considerations: Approval of the amended charter ordinance will not create any financial obligations for the City.

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

Recommendations/Actions: It is recommended that the City Council place the amended charter ordinance on first reading and authorize the necessary signatures.

Attachments: Amended Charter Ordinance - Redlined
Amended Charter Ordinance - Clean

(023804) PUBLISHED IN THE WICHITA EAGLE ON APRIL 24TH AND MAY 1, 2015

CHARTER ORDINANCE NO. 225

A CHARTER ORDINANCE AMENDING AND REPEALING SECTIONS 3, 4, AND 5 OF CHARTER ORDINANCE NO. 138 OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING DISTRICTS WITHIN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 3 of Charter Ordinance No. 138 of the City of Wichita, Kansas is hereby amended to read as follows:

Definitions. As used in this Charter Ordinance.

(a) "Parking District" means a parking district that may be established by the City Council in accordance with this charter ordinance.

(b) “City" means the City of Wichita, Kansas.

(c) "City Council" means the Governing body of the City of Wichita, Kansas.

(d) "Parking Facilities" means place or facility located within a Parking District that is acquired, constructed, improved, operated and maintained in accordance with this Charter Ordinance and which is used for the parking and storing of motor and other vehicles and shall, without limiting the foregoing, include all real and personal property, sidewalks, and pedestrian access ways, driveways, roads, approaches, structures, terminals of all kinds, garages, meters, mechanical equipment, and all appurtenances and facilities either on, above or under the ground which are usable in connection with such parking or storing of vehicles.

(e) “Parking Station" means individual parking spaces that accommodates one vehicle.

(f) "Costs" means costs. incurred for preparation of preliminary reports, the preparation of plans and specifications, the preparation and publication of notices of hearings, resolutions, ordinances and other proceedings, necessary fees and expenses of consultants and interest accrued on borrowed money during the period of construction together with the cost of land, materials, labor and other lawful expenses incurred in planning and doing any improvement and may include a charge of not to exceed five percent (5%) of the total cost of an improvement or the cost of work done by the city for the services rendered by the city in the administration and supervision of such improvement by its general officers and where property and/or improvements already owned by the city and previously financed by the issuance of other city bonds is to become part of a parking facility the costs may include not to exceed the principal amount of such outstanding bonds plus interest or if such property was not financed by issuance of bonds, the cost the acquisition cost expended by the City in acquiring the property.

(g) "Consultant" means engineers, architects, planners, attorneys, and other persons deemed competent to advise and assist the City Council in the planning and the making of improvements.

SECTION 2. Section 4 of Charter Ordinance No. 138 of the City of Wichita, Kansas is hereby amended to read as follows:

Purpose of the Charter Ordinance. It is declared to be the purpose of the act to promote and stimulate the development and re-development of buildings and property located within parking districts by providing parking to serve the needs of retail, residential and commercial uses that are located within such districts and that may be stimulated to locate in such areas based on the availability of parking.

SECTION 3. Section 5 of Charter Ordinance No. 138 of the City of Wichita, Kansas is hereby amended to read as follows:

Establishment of a Parking District.

(a) The City Council may on its motion, initiate council proceedings to establish or modify a parking district by resolution. Such resolution shall contain the following:

(1) A description of' the boundaries of the proposed parking district. (2) A general description of where such parking facilities are to be located within the parking district and an estimate of the number of parking stations to be located in each parking facility. The location of parking facilities and the number of parking stations may after the district is established, without further hearing, be from time to time be amended to meet the parking needs of the district as they arise. (3) The time and place of a public hearing to be held by the City Council to consider establishment of the district.

(b) A copy of the resolution shall be mailed to each owner of land within the proposed parking district not less than 10 days before the date set for hearing on the establishment or modification of a parking district.

(c) The City Council may after the public hearing establish or modify a parking district by ordinance.

SECTION 4. The original versions of Sections 3, 4, and 5 of Charter Ordinance No. 138 of the City of Wichita, Kansas are hereby repealed.

SECTION 5. This Charter Ordinance shall be published once each week for two consecutive weeks in the official City paper

SECTION 6. This is a Charter Ordinance which shall take effect sixty-one (61) days after final publication, unless a sufficient petition for a referendum is filed requiring a referendum to be held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3), of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor therof, this 21st day of April, 2015.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Sharon Dickgrafe, Interim City Attorney

(023804) PUBLISHED IN THE WICHITA EAGLE ON_____AND_____

CHARTER ORDINANCE NO._____

A CHARTER ORDINANCE AMENDING AND REPEALING SECTIONS 3, 4, AND 5 OF CHARTER ORDINANCE NO. 138 OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING DISTRICTS WITHIN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 3 of Charter Ordinance No. 138 of the City of Wichita, Kansas is hereby amended to read as follows:

Definitions. As used in this Charter Ordinance.

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(c) "City Council" means the Governing body of the City of Wichita, Kansas.

(d) "Parking Facilities" means place or facility located within a Parking District that is acquired, constructed, improved, operated and maintained in accordance with this Charter Ordinance and which is used for the parking and storing of motor and other vehicles and shall, without limiting the foregoing, include all real and personal property, sidewalks, and pedestrian access ways, driveways, roads, approaches, structures, terminals of all kinds, garages, meters, mechanical equipment, and all appurtenances and facilities either on, above or under the ground which are usable in connection with such parking or storing of vehicles.

(e) “Parking Station" means individual parking spaces that accommodates one vehicle.

(f) "Costs" means costs. incurred for preparation of preliminary reports, the preparation of plans and specifications, the preparation and publication of notices of hearings, resolutions, ordinances and other proceedings, necessary fees and expenses of consultants and interest accrued on borrowed money during the period of construction together with the cost of land, materials, labor and other lawful expenses incurred in planning and doing any improvement and may include a charge of not to exceed five percent (5%) of the total cost of an improvement or the cost of work done by the city for the services rendered by the city in the administration and supervision of such improvement by its general officers and where property and/or improvements already owned by the city and previously financed by the issuance of other city bonds is to become part of a parking facility the costs may include not to exceed the principal amount of such outstanding bonds plus interest or if such property was not financed by issuance of bonds, the cost the acquisition cost expended by the City in acquiring the property.

(g) "Consultant" means engineers, architects, planners, attorneys, and other persons deemed competent to advise and assist the City Council in the planning and the making of improvements.

SECTION 2. Section 4 of Charter Ordinance No. 138 of the City of Wichita, Kansas is hereby amended to read as follows:

Purpose of the Charter Ordinance. It is declared to be the purpose of the act to promote and stimulate the development and re-development of buildings and property located within parking districts by providing parking to serve the needs of retail, residential and commercial uses that are located within such districts and that may be stimulated to locate in such areas based on the availability of parking.

SECTION 3. Section 5 of Charter Ordinance No. 138 of the City of Wichita, Kansas is hereby amended to read as follows:

Establishment of a Parking District.

(a) The City Council may on its motion, initiate council proceedings to establish or modify a parking district by resolution. Such resolution shall contain the following:

(1) A description of' the boundaries of the proposed parking district. (2) A general description of where such parking facilities are to be located within the parking district and an estimate of the number of parking stations to be located in each parking facility. The location of parking facilities and the number of parking stations may after the district is established, without further hearing, be from time to time be amended to meet the parking needs of the district as they arise. (3) The time and place of a public hearing to be held by the City Council to consider establishment of the district.

(b) A copy of the resolution shall be mailed by certified mail to each owner of land within the proposed parking district not less than 10 days before the date set for hearing on the establishment of a parking district.

(c) The City Council may after the public hearing establish or modify a parking district by ordinance.

SECTION 4. The original versions of Sections 3, 4, and 5 of Charter Ordinance No. 138 of the City of Wichita, Kansas are hereby repealed.

SECTION 5. This Charter Ordinance shall be published once each week for two consecutive weeks in the official City paper

SECTION 6. This is a Charter Ordinance which shall take effect sixty-one (61) days after final publication, unless a sufficient petition for a referendum is filed requiring a referendum to be held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3), of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor therof, this _____ day of _____, 2015.

_____

Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Sharon Dickgrafe, Interim City Attorney

Agenda Item No. II-10

CITY OF WICHITA
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: Approval of Offers for the Edgemoor and 13th Street North Intersection Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On October 28, 2014, the City Council approved the design for the improvement of the intersection of Edgemoor and 13th Street North. The project calls for the construction of a left-turn lane from 13th Street to Edgemoor, installation of traffic signals, and pavement marking to create northbound right and left turn lanes on Edgemoor. The project requires the acquisition of five temporary construction easements. The properties consist of residential uses.

Analysis: As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations; the fair market value of the tracts to be acquired totals $1,750. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $10,000 is requested. This includes $1,750 for the acquisitions, $5,000 for necessary relocations, and $3,250 for title work, closing costs and other administrative fees.

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

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

Attachment: Tract list

Intersection of Edgemoor and 13th

OCA 707069

engineer: Davidson

Tract	Property Address	Tract Owner	Acquisiton Size	Use	Tract Size	Zoning
A	1370 N. Parkwood	Becky Ridgeway	425 sf TE	Residential	10,436 sf	SF-5
B	1367 N. Edgemoor	Winfred & Alma Williams	1,140 sf TE	Residential	13,312 sf	SF-5
C	5501 E. 13th	Jackie and Ray Allen	475 sf TE	Residential	14,500 sf	SF-5
D	5509 E. 13th	James Goetz	433 sf TE	Residential	12,869 sf	SF-5
E	5517 E. 13th	Darren Tharp	550 sf TE	Residential	16,447 sf	SF-5

Second Reading Ordinances for April 14, 2015 (first read on April 7, 2015)

A. Approval of Economic Development Incentives, Figeac Aero North America. (District II)

ORDINANCE NO. 49-976

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT BY AND BETWEEN FIGEAC AERO NORTH AMERICA AND THE CITY OF WICHITA, KANSAS.

B. ZON2015-00007 City Zone Change from SF-5 Single-Family Residential to TF-3 Two Family Residential on Property Generally Located West of Clifton Avenue, on the South Side of 63rd Street South. (District III)

ORDINANCE NO. 49-977

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.

C. Supplemental Design Agreement No. 5 for Improvements to 13th Street North, 135th to 119th Streets West. (District V)

ORDINANCE NO. 49-978

AN ORDINANCE AMENDING ORDINANCE NO. 46-420 OF THE CITY OF WICHITA, KANSAS DECLARING 13TH STREET NORTH, BETWEEN 135TH STREET WEST AND AZURE (472-84131) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENT TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

Agenda Item No. II-12

City of Wichita
City Council Meeting
April 14, 2015

TO: Mayor and City Council

SUBJECT: DER2015-00002: Proposed Amendments to the "U" University Zoning District (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the proposed amendments (11-0).

DAB Recommendation: District Advisory Board I recommended approval of the proposed amendments (7-0).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the proposed amendments.

Background: Wichita State University has developed an Innovation Campus Master Plan (see attached) to redevelop Braeburn Golf Course with:

- An Experiential Engineering Building with engineering laboratories and a maker space
- Partnership Buildings, constructed with private funds by developers who will lease space to companies that want to work with WSU students and faculty
- A new home for the W. Frank Barton School of Business, with an adjacent Innovation Center
- A new residence hall
- Mixed-use buildings, built by private developers along 17th and 21st Streets, near Oliver, that would include retail stores and restaurants on the first level and apartments on upper levels
- Hotels, built by a private developer, near the southwest corner of 21st and Oliver

The current zoning of Wichita State's main campus and the former Braeburn Golf Course is "SF-5" Single Family with the "U" University Overlay District. The current language of the Unified Zoning Code indicates that the "U" University Overlay District should be applied only to non-university, residential properties adjacent to campus and that properties on campus should be zoned "U" University Base District.

Since neither the "U" University Overlay District nor "U" University Base District permits the proposed Innovation Campus uses and other university campuses are zoned "U" University Base District, staff recommends the attached amendments to the "U" University Overlay District to create a section that applies to university-owned property on campus and a different section that applies to non-university, residential property adjacent to campus. The "U" University Overlay District on campus would permit the proposed uses of the Innovation Campus. Since Wichita State has the only on campus property zoned "U" University Overlay District, Wichita State would be the only campus permitted to have the Innovation Campus uses if the proposed amendments are approved. Non-university, residential properties in the "U" University Overlay District would continue with existing permitted uses.

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held on March 5, 2015, two speakers expressed concerns with the manner in which the Innovation Campus would be developed but did not specifically speak in opposition to the proposed amendments to the Unified Zoning Code. The

MAPC voted to recommend approval (11-0) of the proposed amendments to "U" University Zoning District based on the findings of fact stated in the MAPC minutes.

At the District Advisory Board I meeting held on March 30, 2015, one speaker expressed concerns with the manner in which the Innovation Campus would be developed but indicated he was not opposed to the proposed amendments to the Unified Zoning Code. DAB I voted to recommend approval (7-0) of the proposed amendments to "U" University Zoning District.

Financial Considerations: Approval of the proposed amendments will not create any financial obligations for the City.

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

Recommendations/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve proposed amendments to the "U" University Zoning District and place the ordinance on first reading (simple majority vote required).

Attachments: Innovation Campus Master Plan
Proposed Amendments to the "U" University Zoning District
MAPC Minutes
Ordinance

(150004) PUBLISHED IN THE WICHITA EAGLE ON APRIL 24, 2015

ORDINANCE NO. 49-979

AN ORDINANCE AMENDING SECTION III-C.3. OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN ORDINANCE NO. 48-451, PERTAINING TO THE U UNIVERSITY DISTRICT.

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

SECTION 1. That upon the recommendation of the Wichita-Sedgwick County Metropolitan Area Planning Commission on March 5, 2015, after notice and hearing as provided by law under authority granted by K.S.A. 12-741, et seq., the Wichita-Sedgwick County Unified Zoning Code as adopted by reference in Ordinance No. 48-451 is hereby amended as follows:

3. U University District ("U")

a. **Purpose.** The U University District is intended to accommodate the development of Universities, Colleges, seminaries, or other institutions of higher learning. The district is designed to serve as a base District or as an Overlay District. As a base District or an Overlay District, the U District shall be applied to the campus Owned or leased by the educational institution, its subsidiaries or affiliates. It may also be applied on Adjacent residential zoned properties as an Overlay District when the Planning Commission and the Governing Body have determined that the Adjacent area is a logical and desirable location for:

(1) expansion of the University, College, seminary or other institution of learning;

(2) fraternities, sororities, dormitories, student housing and related Uses;

(3) offices, meeting rooms, laboratories and other facilities for educational, fraternal, professional, religious and research organizations and institutions with a demonstrated relationship to the University or College; and

(4) Libraries, art galleries, museums, athletic facilities, public health facilities and other nonprofit cultural facilities that would provide a public benefit by such locations.

The U District corresponds generally to the "Major Institutional" land Use designation of the Wichita-Sedgwick County *Comprehensive Plan*.

b. **Base District permitted Uses.** When the U District is applied as a base district, the following uses shall be permitted by-right:

Universities, colleges, seminaries and other institutions of learning, including their buildings owned or leased for administrative and faculty offices, classrooms, laboratories, chapels, Auditoriums or Stadiums, lecture halls, Libraries, Hospitals, Government Services, Safety Services, student, faculty and alumni centers, athletic facilities and dormitories, Group Home, Group Residences, Day Care general and student and faculty housing; provided, however, the above facilities are located on campus. Permitted outside activities shall include marching, drill, band, athletics, campus celebrations and displays, graduations, scientific research, music and drama presentations, off-street Parking, open air classroom instruction and similar functions.

Excluded are those primary Uses that are conducted outside a Structure or have major Outdoor Storage of materials used in the instructional process, including the teaching of repair, maintenance or driving of heavy equipment or trucks; the teaching of body or fender work; metal forming or such other trade that involves basically physical or manual skills; flying instruction; weapon instruction; fire fighting instruction and other similar uses.

c. **Overlay District on campus permitted Uses.** When the U District is applied as an Overlay District on campus, the Uses permitted by-right shall be the Base District permitted Uses and Multi-Family, Assisted Living, Bank or Financial Institution, Broadcast/Recording Studio, Hotel or Motel, Medical Service, Office, General, Personal Care Service, Personal Improvement Service, Printing and Publishing, General, Restaurant, Retail, General, Manufacturing, Limited, subject to Sec. III-D.6.n., Research Services, Agricultural Research, commercial experiential learning facilities and other similar uses.

d. **Overlay District on Adjacent residential zoned properties permitted Uses.** When the U District is applied as an Overlay District on Adjacent residential zoned properties, the Uses allowed by-right within the Underlying residential District shall constitute the Permitted Uses by-right.

e. **Overlay District on Adjacent residential zoned properties Conditional Uses.** When the U District is applied as an Overlay District on Adjacent residential zoned properties, the Uses allowed as Conditional Uses within the Underlying residential District shall be Conditional Uses within the U Overlay. The following Uses shall also be Conditional Uses within the U Overlay district:

(1) fraternities and sororities, dormitories, student housing and related Uses;

(2) Libraries, art galleries, museums, athletic facilities, public health facilities and other nonprofit cultural groups;

(3) offices, meeting rooms, laboratories and other facilities for educational, fraternal, professional, religious and research organizations and institutions having a demonstrated relationship to the university or college;

(4) Parking Areas or lots for Passenger Vehicles accessory to Uses permitted in the U District;

(5) Accessory Structures and Uses when such are located on the same Lot and are traditionally and customarily incidental to any of the Permitted Uses in this zoning District.

f. **Property development standards.** Each site in the U District shall be subject to the following minimum property development standards.

(1) **Minimum Lot size.** The minimum Lot size in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) **Base District and Overlay District on campus:** no minimum

(b) **Overlay District on Adjacent residential zoned properties:** standard of Underlying base District controls.

(2) **Minimum Lot width.** The minimum Lot width in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) **Base District and Overlay District on campus:** no minimum

(b) **Overlay District on Adjacent residential zoned properties:** standard of Underlying base District controls

(3) **Minimum Front Setback.** The minimum Front Setback in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) **Base District and Overlay District on campus:** 20 feet if frontage on public Street

(b) **Overlay District on Adjacent residential zoned properties:** standard of Underlying base District controls

(4) **Minimum Rear Setback.** The minimum Rear Setback in the U District shall vary depending on whether the district is applied as a base District or as an Overlay District, as follows.

(a) **Base District and Overlay District on campus:** 20 feet if Setback is taken from public Street or residentially zoned Lot

(b) **Overlay District on Adjacent residential zoned properties:** standard of Underlying base District controls

(5) **Minimum Interior Side Setback.** The minimum Interior Side Setback in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) **Base District and Overlay District on campus:** 20 feet if Setback is taken from residentially zoned Lot

(b) **Overlay District on Adjacent residential zoned properties:** standard of Underlying base District controls

(6) **Minimum Street Side Setback.** The minimum Street Side Setback in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) **Base District and Overlay District on campus:** 20 feet if Setback is taken from public Street

(b) **Overlay District on Adjacent residential zoned properties:** standard of Underlying base District controls

(7) **Maximum Height.** The maximum height limit in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) **Base District and Overlay District on campus:** no maximum

(b) **Overlay District on Adjacent residential zoned properties:** standard of Underlying base District controls

(8) **Maximum Floor Area Ratio**

(a) **Base District and Overlay District on campus:** 0.50

(b) **Overlay District on Adjacent residential zoned properties:** Standard of Underlying base District controls

g. **Special regulations.** The following special regulations shall apply to property in the U District.

(1) **Base District or Overlay District.** The U District may be applied and mapped as a separate base zoning District or as an Overlay District in combination with any one of the residential Districts. The U Overlay District shall not be combined with an office, commercial, or industrial base District.

SECTION 2. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 21st day of April, 2015.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Sharon Dickgrafe, Interim City Attorney

Proposed Amendments to the "U" University Zoning District

3. U University District ("U")

a. Purpose. The U University District is intended to accommodate the development of Universities, Colleges, seminaries, or other institutions of higher learning. The district is designed to serve as a base District or as an Overlay District. As a base District or an Overlay District, the U District shall be applied to the ~~main~~ campus Owned or leased by the educational institution, its subsidiaries or affiliates. It may also be applied on Adjacent residential zoned properties as an Overlay District when the Planning Commission and the Governing Body have determined that the Adjacent area is a logical and desirable location for:

(1) expansion of the University, College, seminary or other institution of learning;

(2) fraternities, sororities, dormitories, student housing and related Uses;

(3) offices, meeting rooms, laboratories and other facilities for educational, fraternal, professional, religious and research organizations and institutions with a demonstrated relationship to the University or College; and

(4) Libraries, art galleries, museums, athletic facilities, public health facilities and other nonprofit cultural facilities that would provide a public benefit by such locations.

The U District corresponds generally to the "Major Institutional" land Use designation of the Wichita-Sedgwick County *Comprehensive Plan*.

b. Base District permitted Uses. When the U District is applied as a base district, the following uses shall be permitted by-right:

Universities, colleges, seminaries and other institutions of learning, including their buildings owned or leased for administrative and faculty offices, classrooms, laboratories, chapels, Auditoriums or Stadiums, lecture halls, Libraries, Hospitals, Government Services, Safety Services, student, faculty and alumni centers, athletic facilities and dormitories, Group Home, Group Residences, Day Care~~, limited~~ general and student and faculty housing; provided, however, ~~the main learning activities are housed within~~ the above facilities are located on campus. Permitted outside activities shall include marching, drill, band, athletics, campus celebrations and displays, graduations, scientific research, music and drama presentations, off-street Parking, open air classroom instruction and similar functions. Excluded are those primary Uses that are conducted outside a Structure or have major Outdoor Storage of materials used in the instructional process, including the teaching of repair, maintenance or driving of heavy equipment or trucks; the teaching of body or fender work; metal forming or such other trade that involves basically physical or manual skills; flying instruction; weapon instruction; fire fighting instruction and other similar uses.

c. Overlay District on campus permitted Uses. When the U District is applied as an Overlay District on campus, the Uses permitted by-right shall be the Base District permitted Uses and Multi-Family, Assisted Living, Bank or Financial Institution, Broadcast/Recording Studio, Hotel or Motel, Medical Service, Office, General, Personal Care Service, Personal Improvement Service, Printing and Publishing, General, Restaurant, Retail, General, Manufacturing, Limited, subject to Sec. III-D.6.n., Research Services, Agricultural Research, commercial experiential learning facilities and other similar uses.

~~c.~~d. Overlay District on Adjacent residential zoned properties permitted Uses. When the U District is applied as an Overlay District on Adjacent residential zoned properties, the Uses allowed by-right within the Underlying residential District shall constitute the Permitted Uses by-right.

~~d.~~e. Overlay District on Adjacent residential zoned properties Conditional Uses. When the U District is applied as an Overlay District on Adjacent residential zoned properties, the Uses allowed as Conditional Uses within the Underlying residential District shall be Conditional Uses within the U Overlay. The following Uses shall also be Conditional Uses within the U Overlay district:

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(3) offices, meeting rooms, laboratories and other facilities for educational, fraternal, professional, religious and research organizations and institutions having a demonstrated relationship to the university or college;

(4) Parking Areas or lots for Passenger Vehicles accessory to Uses permitted in the U District;

(5) Accessory Structures and Uses when such are located on the same Lot and are traditionally and customarily incidental to any of the Permitted Uses in this zoning District.

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(1) Minimum Lot size. The minimum Lot size in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) Base District and Overlay District on campus: no minimum

(b) Overlay District on Adjacent residential zoned properties: standard of Underlying base District controls.

(2) Minimum Lot width. The minimum Lot width in the U District shall vary depending on whether the District is applied as a base District or as an Overlay ~~district~~District, as follows.

(a) Base District and Overlay District on campus: no minimum

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(7) Maximum Height. The maximum height limit in the U District shall vary depending on whether the District is applied as a base District or as an Overlay District, as follows.

(a) Base District and Overlay District on campus: no maximum

(b) Overlay District on Adjacent residential zoned properties: standard of Underlying base District controls

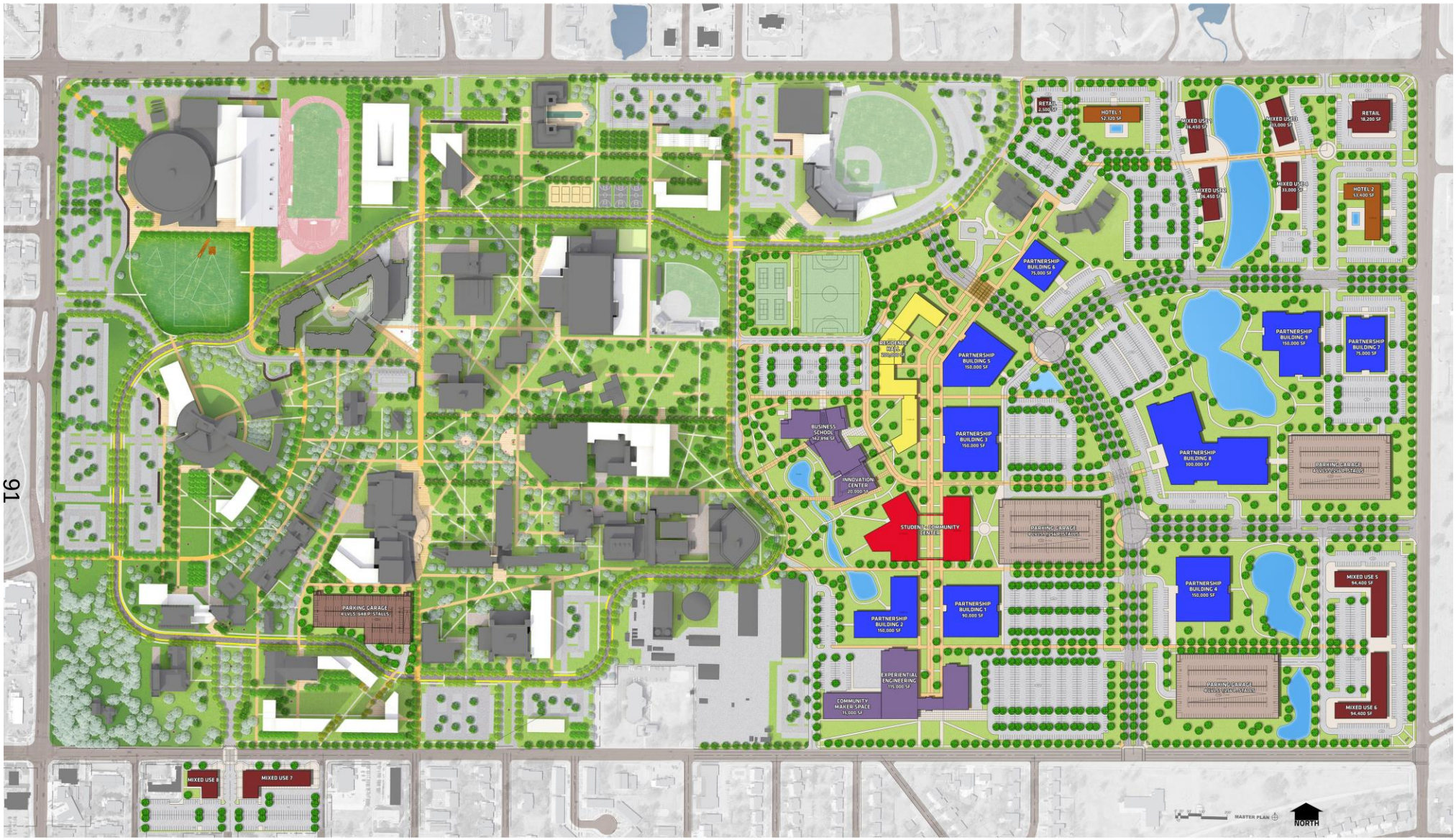
(8) Maximum Floor Area Ratio

(a) Base District and Overlay District on campus: 0.50

(b) Overlay District on Adjacent residential zoned properties: Standard of Underlying base District controls

~~f.~~**g. Special regulations.** The following special regulations shall apply to property in the U District.

(1) Base District or Overlay District. The U District may be applied and mapped as a separate base zoning District or as an Overlay District in combination with any one of the residential Districts. The U Overlay District shall not be combined with an office, commercial, or industrial base District.



GLMVArchitecture

INNOVATION UNIVERSITY MASTER PLAN

OPTION - 6

WICHITA STATE UNIVERSITY

EXCERPT MINUTES OF THE MARCH 5, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: DER2015-00002 - the City of Wichita requests Amendments to the Wichita-Sedgwick County Unified Zoning Code, Section III-C.3., U, University District.

Background: Wichita State University has developed an Innovation Campus Master Plan (see attached) to redevelop Braeburn Golf Course with:

- An Experiential Engineering Building with engineering laboratories and a maker space
- Partnership Buildings, constructed with private funds by developers who will lease space to companies that want to work with WSU students and faculty
- A new home for the W. Frank Barton School of Business, with an adjacent Innovation Center
- A new residence hall
- Mixed-use buildings, built by private developers along 17th and 21st Streets, near Oliver, that would include retail stores and restaurants on the first level and apartments on upper levels
- A hotel, built by a private developer, on the southwest corner of 21st and Oliver

The current zoning of Wichita State's main campus and the former Braeburn Golf Course is "SF-5" Single Family with the "U" University Overlay District. The current language of the Unified Zoning Code indicates that the "U" University Overlay District should be applied only to non-university, residential properties adjacent to campus and that properties on campus should be zoned "U" University Base District.

Since neither the "U" University Overlay District nor "U" University Base District permits the proposed Innovation Campus uses and since other university campuses are zoned "U" University Base District, staff recommends the attached amendments to the "U" University Overlay District to create a section that applies to university-owned property on-campus and a different section that applies to non-university, residential property adjacent to campus. The "U" University Overlay District on campus would permit the proposed uses of the Innovation Campus. Since Wichita State has the only on-campus property zoned "U" University Overlay District, Wichita State would be the only campus permitted the Innovation Campus uses if the proposed amendments are approved. Non-university, residential properties in the "U" University Overlay District would continue with existing permitted uses.

Recommended Action: Based on the information available prior to the public hearing, staff recommends approval of the proposed amendments to the "U" University Overlay District. This recommendation is based on the following findings.

1. The zoning, uses, and character of the neighborhood: The Wichita State University campus is the predominant use in the neighborhood and establishes the character of the neighborhood. The proposed amendments support the expansion of the campus.

2. The suitability of the subject property for the uses to which it has been restricted: The "U" University Overlay District current restricts the Wichita State University campus to

residential uses and uses auxiliary to the university. The proposed amendments permit the typical range of university campus uses as well as proposed innovation campus uses.

3. The extent to which removal of the restrictions will detrimentally affect nearby property: The Wichita State University campus is buffered from nearby property by arterial streets on all four sides. This buffer along with the setback and floor area ratio requirements of the proposed amendments will mitigate detrimental impacts of campus expansion on nearby property.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The 2030 Wichita Functional Land Use Guide identifies the Wichita State University as appropriate for Major Institutional uses. The proposed amendments are consistent with this functional classification.

Attachments: Innovation Campus Master Plan
Proposed Amendments to the "U" University Zoning District

SCOTT KNEBEL, Planning Staff presented the Staff Report.

MILLER STEVENS asked about using this Overlay District on other university properties.

KNEBEL said they would have to apply and go through the public hearing process.

FOSTER commented that the project is important to the community and he is pleased at the way it synchronizes up with the Comprehensive Plan in terms of job creation. He asked about the maximum building heights and if the Fire Department was consulted on that issue.

KNEBEL said because there was no change on the maximum building height, the Fire Department was not consulted. He said the building permits received by the State require review by the State Fire Marshall.

FOSTER asked if it was an oversight.

KNEBEL commented that he noticed that in the text; however, he was proposing to change just the items that needed to be changed in order to accomplish the Innovation Campus Master Plan. He said the proposal is for multiple story buildings.

FOSTER suggested that some type of maximum height requirement be added. He also asked about landscaping on the parking lot west of the stadium which he indicated does not meet the landscape ordinance. He said the Code should apply throughout the project.

KNEBEL indicated he would have to research the previous building permits issued by the State. He said the Master Plan includes pretty extensive landscaping as a component of all of the proposed projects.

VANZANDT said he doubts the City could bind the State to the local landscape requirements.

FOSTER said if they are required to meet the local zoning, you would think they are also required to meet the local Code. He asked if any of the projects will come back to the Planning Commission to place additional requirements on since landscaping is not going to happen in this zoning.

KNEBEL said State Statutes treats university properties differently than other private properties. He said they are required to meet zoning ordinances, but are exempt from building code and other ordinances.

FOSTER said given the excellence of the Innovation Campus Master Plan, he thinks they should carry that through with the landscaping plan.

KNEBEL indicated that a representative was present and could address plans for landscaping.

MILLER STEVENS asked what other items they don't have to comply with.

VANZANDT indicated the developers have been working with local Fire Department Officials on a consulting basis. He said they are required to comply with zoning, traffic and flood control codes.

MCKAY asked about the current height restrictions and indicated that he didn't want the Planning Commission to add additional restrictions that don't conform to what is currently allowed at the site.

KNEBEL said the current zoning is unclear and staff is correcting that with the Overlay District. He said he did not have information on the heights of the existing buildings on campus. He noted that it was a valid point that any text modifications would apply to the existing campus as well as the Innovation Campus. He said any height number that is lower than what is already built would create non conformities.

ERIC KING, DIRECTOR OF FACILITIES PLANNING, WICHITA STATE UNIVERSITY said they have Code reviews with State of Kansas Department of Administration and the State Fire Marshall. He said they have also consulted with the City on traffic and drainage studies and the Fire Department who they want to know what they are doing since they provide fire protection. He said they have developed restrictive covenants that include provisions on landscaping and parking that developers will have to adhere to.

FOSTER asked if the covenant references the City's Landscape Ordinance.

KING responded no.

J. JOHNSON asked if the University would be willing to make the height requirement no higher than any building that is currently on campus.

KING said he didn't see a problem with that requirement and mentioned that they are currently working on some design documents. He said they are recommending that building be no taller than four stories, although currently there are buildings on campus higher than that. He added that there was going to be a Design Review Committee who will review plans in terms of how they fit into the neighborhood and current buildings on campus.

DENNIS said he would prefer not to see a height requirement because this was an "innovative campus." He said any limitations at this point in time would be a disservice to what WSU is trying to accomplish. He said he would not support that in a motion.

MILLER STEVENS said she believes the Planning Commission should have an assurance that they are not going to get too innovative with their construction projects because the City wants to maintain the integrity of the intersection in relation to the neighborhood. She said everyone is supportive of innovation but she would not want something unusual or bizarre to end up on the corner intersection. She mentioned that Mr. King has given some assurances that there will be oversight.

GOOLSBY out @1:50 p.m.

STEVE FAULKEY, #3 CRESTVIEW LAKES ESTATES said he lives right across the street from WSU. He said he agreed with Commissioner Dennis that restricting building heights on an innovative campus to specific height requirements at this time might not be a good idea. He said he appreciated concerns about preservation of the corners where the hotels will be located. He said he is concerned about the lack of green space. He said Mr. King and his team have done a great job and he believes the surrounding neighborhood will be able to get behind the proposal.

RICHARD BROWN, 1821GREENWOOD said he was a graduate of WSU thinks sprawl is the antitheses of innovation. He referred to the building of the City of Masdar, United Arab Emerits which was totally energy independent. He said he appreciated the concern about height restrictions; however, he mentioned that one tower would save a lot of green space. He said he doesn't understand the rush to allow commercial development along 17th and 21st Streets. He said he felt a tower would attract attention from various entities including Tesla Motors and Google. He also mentioned moving parking garages underground. He said he would also like to see an international restaurant on the top floor of the tower.

> **MOTION:** To approve the amendments to the Unified Zoning Code subject to staff recommendation.
>
> **J. JOHNSON** moved, **FOSTER** seconded the motion, and it carried (11-0).

City of Wichita
City Council Meeting
April 14, 2015

TO: Wichita Airport Authority

SUBJECT: Avis Rent A Car System, LLC
Service Center Lease
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: In May 1985, the Wichita Airport Authority (WAA) approved an agreement with Avis Rent A Car System, LLC (Avis) to construct and lease a rental car service center at 1882 Midfield Road on Wichita Dwight D. Eisenhower National Airport. The agreement expired November 30, 2014.

Analysis: Avis is desirous of entering into a new lease for the use of the 1,625 sq. ft. facility on 157,827 sq. ft. of land, effective January 1, 2015 through December 31, 2024, with two five-year option terms.

Financial Considerations: Effective January 1, 2015, the land rent for the service center shall be at the rate of $.4118 per sq. ft. per year and escalate five percent for every five-year period. The facility rent for the use of the service center is $6.50 per sq. ft. and will increase three percent for every five-year period. The land rent will produce annual revenue of $64,993, and the facility rent will produce $10,563 annually, for a combined annual revenue of $75,556, which represents a nine percent increase compared to last year.

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

Recommendations/Actions: It is recommended that the WAA approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

RENTAL CAR VEHICLE SERVICE CENTER
USE AND LEASE AGREEMENT

By and Between
THE WICHITA AIRPORT AUTHORITY
and
AVIS RENT A CAR SYSTEM, LLC

At
1882 MIDFIELD ROAD
WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT
WICHITA, KANSAS

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RENTAL CAR USE AND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this April 14, 2015, by and between The Wichita Airport Authority, hereafter referred to as (LESSOR), and **Avis Rent A Car System, LLC**, (LESSEE), both LESSOR and LESSEE when referred to collectively hereinafter referred to as the "Parties;"

W I T N E S S E T H:

WHEREAS, LESSOR is a governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the Wichita Dwight D. Eisenhower National Airport; and

WHEREAS, the LESSOR desires to lease to LESSEE certain premises defined below on the Wichita Dwight D. Eisenhower National Airport under the terms and conditions set forth below in this Use and Lease Agreement, hereafter referred to as "Agreement," for the purpose of operating a rental car vehicle service facility on the Premises; and

WHEREAS, LESSEE is an entity authorized to operate in the state of Kansas that desires to lease from the LESSOR certain premises defined below on Wichita Dwight D. Eisenhower National Airport from LESSOR under the terms and conditions set forth below in this Agreement for the purpose of operating a rental car vehicle service facility on the Premises; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

1. PREMISES

Premises

LESSOR does hereby grant and lease Land and Improvements to LESSEE, and LESSEE does hereby accept and rent from LESSOR all the land and improvements at **1882 Midfield Road**, hereafter referred to as the "Premises" as more specifically set forth on **Exhibit A**, which Exhibit is attached hereto and made a part hereof. LESSEE hereby agrees that the Premises shall be utilized by LESSEE for the sole purpose of carrying out the customary and necessary activities of operating a rental car vehicle service facility, and for no other purpose.

LESSEE has remained in continuous possession of the Premises, in holdover status from its prior lease of the Premises and Fuel Storage and Distribution Facilities. LESSEE acknowledges that the Premises and Fuel Storage and Distribution Facilities are in good and tenantable condition, and LESSEE agrees to accept Premises and Fuel Storage and Distribution Facilities in their presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications thereto. Upon termination or expiration of this Agreement, the Premises and Fuel Storage and Distribution Facilities shall be returned in substantially the same condition, reasonable wear and tear excepted.

Premises Expressly Excluded - Rental Car Concession and Lease Agreement

LESSEES' rights to lease and operate separate facilities at the Airport, specifically including but not limited to Rental Car Customer Service Facility and Ready/Return Parking Spaces, shall be governed by the terms and conditions contained in separate agreement between LESSOR and LESSEE for such purpose.

2. FUEL STORAGE AND DISTRIBUTION FACILITIES

Upon the execution of this Agreement, LESSOR transfers ownership of the Fuel Storage and Distribution Facilities (FSDF), including all related and attached equipment, hardware, electrical, pipes, plumbing and accessories to LESSEE. The ownership of the FSDF shall be transferred at no cost to the LESSEE. This ownership expressly does not include the ownership transfer of real property, which the LESSEE expressly reserves to itself. Both parties acknowledge that the FSDF and the related equipment are to be considered trade fixtures and personal property of the LESSEE.

Ownership of the land upon which the FSDF is constructed and installed shall remain vested with

the LESSOR, the Wichita Airport Authority, however, all tanks, piping, plumbing, values, pumps, controls, monitoring and alarm systems, if any, fire suppression equipment, if any, and appurtenances thereto, whether above or below ground, shall retain status as the personal property of the LESSEE even though affixed to the Premises, and ownership shall remain with LESSEE. Upon termination or expiration of LESSEE's leasehold interest, ownership of the FSDF shall be transferred at no cost to the LESSOR.

LESSEE shall be solely responsible to comply with any federal, state or local regulations, statutes, or ordinances relating to operation and ownership of the FSDF, and shall hold harmless and indemnify LESSOR from all legal, financial and administrative obligations. LESSEE shall be responsible to maintain the Premises, including FSDF and all related and attached equipment, hardware, electrical, pipes, plumbing and accessories, whether above or below ground, in good condition throughout the Initial Term of this Agreement and all Option Terms, if any.

Upon execution of this Agreement, LESSEE shall be responsible to pay all costs of modification or upgrade, maintenance and upkeep, utilities, utility upgrades or improvements, and taxes, permits and licenses for the FSDF required by federal, state, and local regulations, statutes, codes and ordinances. LESSEE shall conduct its operations of the FSDF facilities in such a manner as will meet all federal, state and local requirements.

3. TERM

Initial Term of Agreement

The Term ("Initial Term") of this Agreement shall commence effective on **January 1, 2015** and shall continue for a period of ten (10) years, with the Initial Term expiring on **December 31, 2024**, unless otherwise terminated under provisions agreed to herein.

Option Term(s) of Agreement

Upon the mutual agreement of the Parties, this Agreement may be renewed for two (2), consecutive five (5) year periods ("Option Term"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent, or other payments to LESSOR at the time notice requesting exercising an Option Term is given. If LESSEE wishes to exercise an Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term (for 1st 5 year option), and ninety (90) days prior to the expiration of the first Option Term (for 2nd 5 year option). If LESSEE is in default of any obligation under this

Agreement then any notice attempting to exercise the Option Term(s) shall be void.

The first Option Term, if exercised by mutual agreement of the Parties, shall commence on **January 1, 2025**, and expire on **December 31, 2029**. The second Option Term, if exercised by mutual agreement of the Parties, shall commence on **January 1, 2030** and expire on **December 31, 2034.**

4. LAND RENT

Upon commencement of this Agreement, LESSEE shall pay to LESSOR Land Rent for the Premises located at 1882 Midfield Road, Wichita Dwight D. Eisenhower National Airport, consisting of **157,827 sq. ft.** That rent shall be calculated as follows:

LAND RENT **157,827 square feet** **1882 Midfield Road**					
Initial Term			Rate Per Sq. Ft.	Annual	Monthly
01/01/2015	-	12/31/2019	.4118	64,993.16	5,416.10
01/01/2020	-	12/31/2024	.4324	68,244.39	5,687.03
Option Terms					
01/01/2025	-	12/31/2029	.4540	71,653.46	5,971.12
01/01/2030	-	12/31/2034	.4767	75,236.13	6,269.68

Land Rent escalates at five percent (5%) every five (5) years.

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, rentals for LESSEE's leased Premises as set forth herein.

5. FACILITY RENT

Upon commencement of this Agreement, LESSEE shall pay to LESSOR Facility Rent for the Premises located at 1882 Midfield Road, Wichita Dwight D. Eisenhower National Airport, consisting of **1,625 sq. ft**. That rent shall be calculated as follows:

FACILITY RENT **1,625 square feet** **1882 Midfield Road**					
Initial Term			Rate Per Sq. Ft.	Annual	Monthly
01/01/2015	-	12/31/2019	6.50	10,562.50	880.21
01/01/2020	-	12/31/2024	6.70	10,887.50	907.29
Option Terms					
01/01/2025	-	12/31/2029	6.90	11,212.50	934.38
01/01/2030	-	12/31/2034	7.11	11,553.75	962.81

Facility Rent escalates at three percent (3%) every five (5) years.

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, rentals for LESSEE's leased Premises as set forth herein.

6. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty (30) days after receipt of LESSOR’S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the

full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 37, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 33, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

7. PAYMENT

LESSEE shall make all payments to the Wichita Airport Authority, and in a form acceptable to LESSOR. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, then LESSOR may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

8. NON-EXCLUSIVE USE OF AIRPORT FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not leased Premises of the LESSEE or of any other tenant on the Airport.

9. PERMITTED USES

The purpose of this Agreement is to grant to LESSEE the right and privilege of the use and occupancy of the Premises on Airport property for its operation of an on-airport rental car vehicle service facility under the specific brand name of Hertz Car Rental. Substitution or addition for this specific brand name may be approved in writing only at the sole discretion of the LESSOR.

LESSEE shall have the right of ingress and egress on Airport property consistent with Standard Operating Procedures in common with others for the benefit of its employees, customers, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. LESSEE shall not interfere with the rights, privileges and access of other tenants, tenant employees, patrons and invitees on the Airport. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto in support of an on-airport rental car vehicle service center.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport property including rental car vehicle service facilities, and that such other tenants shall have the

right to use public roadways, streets, restrooms, walkways, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not block, impair or impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests on Airport Property.

AUTHORITY reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except Premises leased to LESSEE on an Exclusive Use basis for any permitted purpose and upon any fair and non-discriminatory terms established by the LESSOR.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, shall not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

10. PROHIBITED USES

As consideration for this right and privilege, LESSEE agrees to reasonably use and is hereby obligated to maintain and operate upon said Airport property in accordance with the terms and conditions set forth herein. The Premises shall not be used for any other commercial business or commercial activity not specifically authorized in this Agreement, or as may be approved in writing by the LESSOR. The following activities, operations, services and concessions shall be specifically prohibited on or from the Premises or any other location on Airport property:

(a) Commercial catering, restaurant and/or lounge concessions;
(b) Commercial (*for hire*) ground transportation (*taxi, limousine or shuttle service*);
(c) Auto sales;
(d) Coin operated vending machines *(excluding vending machines within Exclusive Premises shielded from public view, and intended and used only for LESSEE's employee use and benefit)*;
(e) Sale of food, snacks, gifts or sundry items;
(f) Commercial paid parking;
(g) Commercial hotel or lodging;
(h) Sale, re-sale, trade or bartering of fuel or lubricant products;

(i) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
(j) Commercial advertising;
(k) LESSEE shall not act as service agent for, or supply vehicles for, another entity renting or leasing vehicles, and shall restrict its services to those provided for under this Agreement;
(l) LESSEE shall not write car rental contracts nor engage in any customer rental transactions to, from or upon the Premises; and
(m) Any activity considered by LESSOR to not be aviation purposes or purposes incidental or related thereto in connection with commercial rental car concession.

11. OPERATIONAL REQUIREMENTS

LESSEE shall use and operate the Premises and FSDF, at its sole cost and expense, for the purpose of servicing the LESSEE's rental car vehicles.

LESSEE agrees that it will adhere to the following operational requirements:

(a) LESSEE shall, upon request by LESSOR, provide LESSOR with a copy of any rules, regulations, operating policies, or other standards of operation developed by LESSEE and distributed to sub-lessees and tenants.
(b) LESSEE will maintain and operate the facilities in a safe, clean, orderly condition at all times.
(c) LESSEE must, at its own expense, identify and provide to LESSOR and maintain in force any and all licenses, permits and operating certificates required for the legal operation of all aspects of this Agreement.
(d) LESSEE is responsible for initiating, maintaining, and supervising all safety precautions and programs for purposes of risk management and risk reduction which may be reasonably directed or suggested by the current insurance underwriter, underwriter's authorized agent, or LESSOR. LESSEE shall keep in proper functioning order at all times fire monitoring, warning and suppression systems, if any, and shall from time to time as reasonably required by LESSOR, state or local government, or insurance underwriter conduct appropriate tests of the system.
(e) LESSEE shall provide initial and on-going recurrent training to its employees on legal and proper procedures in the operation and maintenance of the FSDF, including but not limited to:

i. Storage
ii. fire prevention and safety
iii. environmental/spill prevention best management practices
iv. emergency response to accidental releases

At LESSEE's expense, LESSEE shall at all times comply with all applicable laws, rules, regulations, and permit requirements now in effect or as may be revised, and industry standard practices and petroleum product supplier recommendations pertaining to petroleum storage tanks and distribution systems, including but not limited to operation, inspection, monitoring, secondary containment, release detection, Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan, maintenance, preventive maintenance, and best management practices. LESSEE shall be responsible for all spillage, overflow, release or escape of petroleum products within, to or from the fuel facility and for any fines or penalties in connection therewith. All fuel tanks shall be registered by and permitted to the LESSEE as required by law. The LESSEE shall provide to LESSOR, at LESSOR's request, copies of all current tank permits that may be required by law.

The LESSEE shall be responsible for response, notifications, pay for clean-up and remediation costs related to any reportable spills, discharges, releases of petroleum products in accordance with federal, state and local laws. The LESSEE shall promptly notify the LESSOR of any reportable spills, discharges, releases of petroleum products on the Premises the same as if it were a regulating authority.

The LESSEE shall strictly comply with fire prevention, mitigation and safety ordinances, codes and statutes of the City of Wichita, Sedgwick County, the State of Kansas and the National Fire Protection Association (NFPA).

12. LESSOR'S RIGHT AND PRIVILEGES

LESSOR expressly reserves from the Premises:

Mineral Rights. All gas, oil and mineral rights in and under the soil.
Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at,

taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant shall result from the exercise of this right.

Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.

Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:

(a) With twenty-four (24) hours advance notice, to inspect at reasonable intervals during regular business hours (*or any time without prior notice in case of emergency or lawful investigation*) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;
(b) Without notice, to inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
(c) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option except where repair is required.

Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.

General Provisions. The right to exercise any and all rights set out in Section 49, General Provisions.

Signage. The right to enter onto the Premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive or public wayfinding.

Provided that exercise by LESSOR of any such reserved rights shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

13. LESSEE'S RIGHTS AND PRIVILEGES

LESSEE shall have the following rights and privileges on the Premises and on the Airport:

a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business for the storage, handling, and service of the LESSOR's rental vehicles;
b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's agents, invitees, contractors, representatives and employees; subject, however, to all reasonable regulations;
c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, taxiways, runways, access gates, lighting, beacons, and navigational aids.

14. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with this Section and until of this Agreement is cancelled or terminated, all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy.

All insurance certificates will state that all coverages are in effect and shall not be cancelled or non-renewed without thirty (30) days prior written notice to the Certificate Holder (10 day notice for non-payment of premium). The LESSOR reserves the right to request and receive for review certified copies of any and all insurance policies to which this Agreement is applicable prior to commencement of work. The failure of LESSOR to reject the LESSEE'S certificate of insurance shall not be deemed to constitute an acceptance by the LESSOR of a deficient certificate of insurance. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage

required by any approved subleasee, permitee or contractor of the LESSEE commensurate with the type of activity and associated risk levels. At a minimum, any sublessee shall carry Workers' Compensation, commercial general liability (minimum of $1,000,000 per occurrence) and commercial automobile liability (minimum of $1,000,000 combined single limit). LESSEE shall require in any approved sublease and/or operating permit with the LESSEE that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S commercial general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination and discretion and commensurate with the type of activity and associated business risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

(a) WORKERS' COMPENSATION

LESSEE shall maintain *workers' compensation insurance* to cover the statutory requirements of the workers' compensation laws of the State of Kansas for its operations on the Premises, and when applicable to federal laws, *voluntary compensation and employer's liability* (including occupational disease) coverage.

Employers Liability Limits	$1,000,000/$1,000,000/$1,000,000

(b) COMMERCIAL AUTOMOBILE LIABILITY

LESSEE shall maintain *commercial automobile liability insurance*, including *contractual liability* coverage. Coverage shall include all owned, non-owned and hired automobiles used in connection with the services or other work performed on the Premises and in conjunction thereof, and shall have minimum bodily injury and property damage limits as outlined herein. An MCS-90 endorsement shall be procured, when applicable.

Combined Single Limit	$1,000,000 Each Accident

(c) COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain *commercial general liability insurance* on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and personal and advertising injury, and liability assumed under contract. Minimum limits, as outlined herein, shall be:

General Aggregate (per project)	$2,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

(d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum *umbrella/excess liability* limits (excess of *employer's liability, commercial general liability and commercial automobile liability*) of:

Each Occurrence Limit	$2,000,000
Annual Aggregate Limit	$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this *umbrella/excess liability* coverage.

(e) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide *pollution liability* coverage with a minimum limit of:

Each Claim	$1,000,000
Aggregate Limit	$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this *pollution liability* coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, and

with LESSEE'S consent, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 20 of this Agreement.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses or damage of LESSEE-owned (personal) property. The LESSOR shall not provide such insurance coverage for LESSEE-owned (personal) property, or be responsible for payment of LESSEE's cost for such insurance.

15. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause the facilities, structures, fixtures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the actual replacement value thereof, plus any closure and decommission expenses, and by an *all risk coverage policy* furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry endorsements for damage from tornado, hail, flood, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used, at LESSOR's discretion, to replace, restore, rehabilitate, reconstruct or close the insured facilities, subject to the provisions governing damage or destruction found at Section 34.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Failure to continuously maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses or damage of LESSEE-owned (personal) property. The LESSOR shall not provide such insurance coverage for LESSEE-owned (personal) property, or be responsible for payment of LESSEE's cost for such insurance.

16. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

17. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of LESSEE's property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

18. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises, including the FSDF, shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

19. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises, FSDF, and the fixtures and appurtenances thereto in a good and tenable condition at all times free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and all improvements placed thereon.

LESSEE's maintenance obligations include, but not limited to, the following:

(a) Exterior of structures, and all exterior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers and ducting). "Exterior of structures" shall include but is not limited to the roofs, exterior façade and siding, exterior walls, gutters, downspouts, and load bearing structures of the buildings.

(b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.

(c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.

(d) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.

(e) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.

(f) All janitorial service, landscaping, landscape maintenance and mowing, landscape irrigation systems (if any), and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the term of this Agreement.

(g) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

(h) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or

consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

(i) Snow and ice removal on the Premises.

At any time during the term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

20. TERMINATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement failing to be resolved in less than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
(c) Receiver of LESSEE's assets shall be appointed;
(d) LESSEE shall be divested of its estate herein by other operation of law;

(e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the sixty (60) day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of thirty (30) days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the thirty (30) day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to terminate this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

21. TERMINATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.
(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental

authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the sixty (60) day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of thirty (30) days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the thirty (30) day extension then in effect.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 34, DAMAGE OR DESTRUCTION.

22. WAIVER OF STATUTORY NOTICE

In the event LESSOR exercises its option to terminate this Agreement upon the happenings of any or all of the events set forth in Section 20, "TERMINATION BY LESSOR," any notice of termination given pursuant to the provisions of said Section 20 shall be sufficient to cancel and terminate this Agreement; and, upon such termination, LESSEE hereby agrees that it shall forthwith surrender possession of the demised Premises to the LESSOR. In this connection, LESSEE hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by LESSOR under any provisions of the laws of the State of Kansas.

23. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises or within the vicinity, shown on the attached Exhibit A, other than in the ordinary course of the aviation fuel storage and distribution business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR , the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize

the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law, Cash Basis Law, or Tort Claims Act, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement of any Substance (hazardous or

otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) provided such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

The provisions of this article shall survive the termination of this Agreement for a period of three years.

24. ENVIRONMENTAL ASSESSMENT

A "Phase-II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR and LESSEE prior to commencement or within ninety (90) days following the commencement of this Agreement, and a copy of the soil and ground water analytical results report shall be promptly provided to the LESSOR.

A "Phase-II" environmental site assessment shall be conducted, at LESSEE's expense, by an environmental consultant satisfactory to the LESSOR and LESSEE within ninety (90) days following the cancellation or termination of this Agreement, and a copy of the soil and ground water analytical results report shall be promptly provided to the LESSOR. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, LESSEE shall be required to re-establish the Premises to the pre-Agreement threshold or baseline levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of hazardous substance affecting the Premises that occurs by reason of the verifiable migration, release, discharge or flow from off-Premises contamination sources that are not attributable to the LESSEE's activity on the Premises. A rebuttable presumption shall exist that any negative environmental impact detected beyond the baseline created by the initial Phase II environmental site assessment or any negative environmental complaint arising from condition of exceeding the baseline is attributable to LESSEE's activity. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

25. PORTABLE STORAGE CONTAINERS AND STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR shall not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

26. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises and the FSDF at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear. LESSEE is relieved of financial responsibility for fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including:

(a) cleaning and hauling away all supplies and trash;
(b) removing by legal means all materials or other substances classified as hazardous;

(c) leaving in operating condition all bulbs and ballasts in Exclusive Use areas;
(d) replacing all broken glass; and
(e) return to LESSOR all keys and security access and ID media to all doors and gates.

27. TAXES, LICENSES AND PERMITS

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation or lease of the Premises and LESSEE's ownership of personal property on the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all federal, state or local licenses, operating certificates or permits required for the conduct of its business. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements, permits or authorizations necessary to operate LESSEE's business in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in Agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

28. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR.

LESSEE shall have no rights to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others without the LESSOR's prior written approval. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

29. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary that agrees to be obligated to all condition of this Agreement, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement. Any assignment or delegation so made by LESSEE and so permitted by LESSOR shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

30. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.
(b) All sublease(s) must comply with Sections 9, 10, 11, 12, 13 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.
(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all

current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

31. NON-INTERFERENCE WITH AIRPORT OPERATIONS

LESSEE covenants and agrees that it shall not allow any unreasonable condition on the Premises, nor permit the conduct of any unreasonable activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might unreasonably interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any unreasonable condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations or business activity of other airport tenant leaseholds.

32. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

33. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises in the future subject to all conditions set forth herein. Any such addition or alteration must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR’s representative, for submission to the Federal Aviation Administration.

LESSEE agrees to pay all costs incurred in connection with the construction of new structures, facilities and improvements, and future additions, improvements and alterations, unless otherwise expressly agreed to in writing by the LESSEE and LESSOR. LESSEE agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. LESSEE shall have no right, authority, or power to bind LESSOR or any interest of LESSOR in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises.

34. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises or FSDF are damaged or destroyed in whole or in part by any peril or casualty during the Initial Term or Option Terms of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement.

In the event the improvements are damaged or destroyed in whole or in part by any peril or casualty not resulting in whole or in part from the actions of the LESSEE during the Initial Term or Option Terms of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of the value of the property as it existed prior to the casualty loss, LESSEE shall have the election, indicated by written notice given to LESSOR within one hundred eighty (180) days after the occurrence of such event, to terminate this Agreement effective as of the date such notice is given by LESSEE, and neither party shall have any further rights or obligations pursuant to this Agreement other than LESSEE's obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to LESSEE and LESSOR as their property ownership interests are defined in this Agreement. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged and destroyed improvements from the Premises before such distribution.

35. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent.

36. PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, unless caused by LESSOR, its officers, agents, or employees, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage.

Excluding the FSDF defined under Section 2, the parties agree that all personal property owned and placed upon or within the Premises by the LESSEE shall be removed by the LESSEE in accordance with the terms of this Agreement at the termination or expiration of this Agreement subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees. The removal of any such property, as aforesaid, shall be effected and all damage caused to said Premises by such removal shall be repaired by LESSEE within thirty (30) days after the termination or expiration of the Agreement. Should the LESSEE fail to remove said personal property within the prescribed thirty (30) day period, title to all such property shall vest in the LESSOR which may retain such property for its own use. In the alternative, the LESSOR may cause the removal of all or any portion of such property at the sole risk and expense of the LESSEE.

37. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

Excluding the FSDF defined under Section 2, title/ownership to the Premises, and to all existing structures and improvements, or future structures and improvements constructed by and permanently affixed to the Premises shall be, and shall remain, exclusively with LESSOR. Excluding the FSDF, the term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, shelves, cabinets, counters, all fencing, grading, landscaping and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises.

The FSDF and all associated tanks, piping, plumbing, values, pumps, controls, monitoring and alarm systems, if any, fire suppression equipment, if any, and appurtenances thereto, whether above or below ground, shall retain status as the personal property of the LESSEE even though affixed to the Premises, and ownership shall remain with LESSEE until the expiration or termination of this Agreement, then LESSEE shall yield and deliver possession as fully described in Section 26, SURRENDOR OF POSSESSION AND RESTORATION.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools on the Premises necessary to conduct its business, which shall retain its status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

38. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that it acquires no equity in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements are the property to the LESSOR on completion, the parties acknowledge they are constructed only for the enhancement of LESSEE's use of the Premises. LESSEE has no authority to act as LESSOR's agent. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

39. RULES AND REGULATIONS

LESSEE, its agents, employees and invitees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, which are now in force or which may hereafter be promulgated, lawfully exercising authority over the Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided.

LESSOR shall whenever possible make reasonable efforts to obtain uniform compliance with its rules and regulations; provided, however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any other tenant, operator or concessionaire at Airport.

40. ENCROACHERS, TRESPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

41. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient portable fire extinguishing equipment as maybe required by city code and insurance underwriters, if any.

42. SECURITY SYSTEMS

LESSOR may at its sole right and discretion, install, operate and maintain a security monitoring and surveillance system on Airport property. The purpose of said LESSOR's security system is for the provision of safety and security to the general public, airport employees, tenants and permitees and their employees and invitees on Airport property, and not for the exclusive benefit of any single party or category of user.

LESSEE may install, operate and maintain private security systems on the Premises as long as it does not interfere with, interrupt, impair or block the security systems or effectiveness of the LESSOR's security system.

43. THIRD PARTY RIGHTS

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

44. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE shall have the right to peaceably occupy and enjoy the Premises, subject however, to the GENERAL PROVISIONS contained in Section 49.

45. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument reasonably necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

46. CONDEMNATION

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

47. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, LESSEE agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the LESSOR to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of LESSEE hereunder or materially increase its obligations.

48. NONDISCRIMINATION

The LESSEE shall comply with all the following nondiscrimination provisions to the extent that LESSEE's activities shall be subject to the same:

A. Nondiscrimination in Employment

The LESSEE agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, age or disability. The LESSEE shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability. Such actions shall include, but not be limited to, the following: employment, promotion demotion or transfer, recruitment, advertising, lay-off or termination, and selection for training, including apprenticeship. The LESSEE, or any sub-concessionaire, hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Section.

B. Facilities Nondiscrimination

(1) LESSEE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of sex, age, race, creed, ancestry, color, national origin, or disability, provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by LESSEE solely to its employees, customers, clients, guests, and invitees; and LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

(2) Noncompliance with any nondiscrimination provision imposed by law related to the accommodations and/or services provide under this Agreement, or noncompliance with any nondiscrimination within this Agreement shall constitute a material breach of this Agreement and, in the event of such noncompliance, LESSOR shall have the right to terminate this Agreement and the estate hereby created without liability therefore, or at the election of LESSOR or the United States, either or both said Governments, shall have the right to judicially enforce said Provision 1.

(3) LESSEE agrees to insert the above in any leases, agreements, or contracts, etc. by which said LESSEE grants a right or privilege to any person, firm, or corporation

to render accommodations and/or services to the public on the Premises.

C. Affirmative Action Program

LESSEE assures that it shall undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on the grounds of race, creed, color, national origin, ancestry, age, sex, or disability, be excluded from participation in any employment activities covered by 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. LESSEE assures that its covered sub-organizations and subcontractors shall give assurances to LESSEE that they similarly shall undertake affirmative action programs and that they shall require assurances from their sub-organizations and subcontractors, as required by 14 CFR Part 152, Subpart E, to the same effect.

49. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assignees that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which will exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which will be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and

imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR will have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall

be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities, and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis. LESSEE shall have an opportunity to participate in any such proceeding to the extent allowed by Federal statute or regulation.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

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

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

50. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days' notice by LESSOR or LESSEE.

51. NOTICES, CONSENTS, AND APPROVALS

Notices or other communications to LESSOR pursuant to the provisions hereof shall be sufficient if sent by email delivering coupled with either (i) registered or certified mail, postage prepaid, (ii) by a nationally recognized overnight courier, or (iii) facsimile transmission, addressed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

Fax: (316) 946-4793

and bills, statements, and notices or communications to LESSEE shall be sufficient and irrefutably deemed received if sent by U.S. Postal Service regular mail, postage prepaid, whether or not actually accepted, or if hand-delivered, to:

Robert Bouta, Senior Vice-President
Avis Budget Group, Inc.
Properties and Facilities Department
6 Sylvan Way
Parsippany, New Jersey 07054

With copy to:

Bridget Biagas
Director of Properties
Avis Budget Group, Inc.
P.O. Box 612707
DFW Airport, Texas 75261

and bills and statements to LESSEE shall be sufficient if sent to:

RAC Accounting
Avis Budget Group, Inc.
300 Centre Point Drive
Virginia Beach, VA 23462

or to such respective addresses as the parties may designate in writing from time to time.

52. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

53. ENTIRE AGREEMENT

This Agreement supersedes and terminates all previous agreements for the Premises generally described under Section 1, between LESSOR and LESSEE or any other party, and all amendments, supplemental agreements, or renewals thereto. The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations

or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

54. AMENDMENT OR MODIFICATION

This Agreement shall not be modified or amended unless in writing with formality equal to this Agreement, executed by the LESSEE and LESSOR on a date subsequent to the execution of this Agreement.

55. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement by LESSOR or the Wichita Airport Authority, the same shall be performed by the Director, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

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

ATTEST:	**THE WICHITA AIRPORT AUTHORITY** **WICHITA, KANSAS**
By _____ Karen Sublett, City Clerk	By _____ Carl Brewer, President "LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

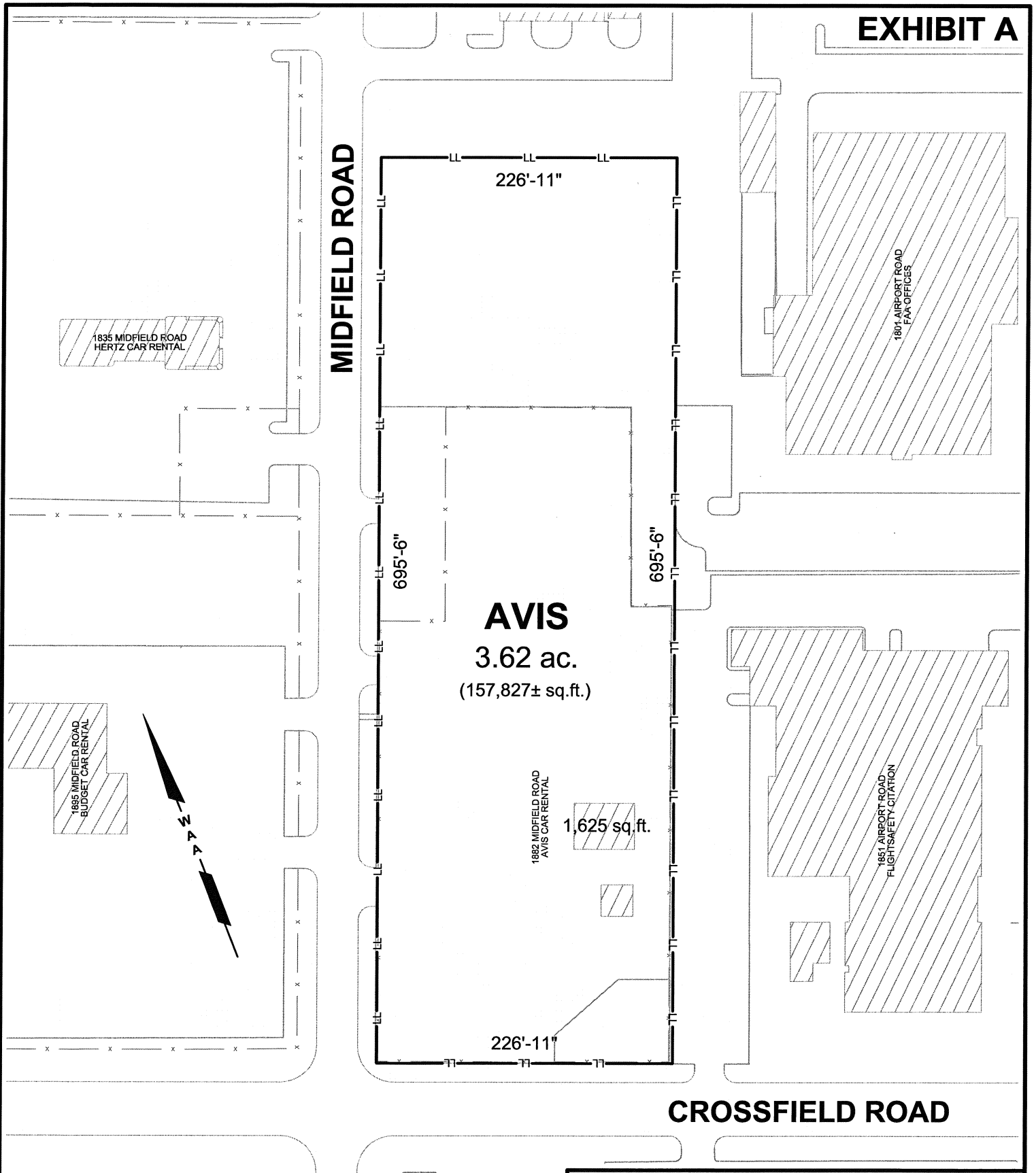
AVIS RENT A CAR SYSTEM, LLC

By _____

By _____
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Sharon Dickgraf, Director of Law

EXHIBIT A



AVIS SITE MAP

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
2/2/15	H.G.O.	1" = 100'	1 of 1

D:\Drawings\216-Buildings\MidField Road\1882_Avis\2015 Lease.dwg, Site, 2/2/2015 9:37:02 AM

City of Wichita
City Council Meeting
April 14, 2015

TO: Wichita Airport Authority

SUBJECT: Yingling Aircraft, Inc.
Commercial Hangar Operator Use and Lease Agreement
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: An Invitation for Competitive Offers was sent to parties who had expressed interest in the property for development located at 1780 Airport Road on Wichita Dwight D. Eisenhower National Airport. One proposal from Yingling Aircraft, Inc. (Yingling), a current tenant of the airport, was received. Yingling was the first general aviation tenant on the airport and has been operating on the airport since 1954.

Analysis: Yingling is desirous of leasing 170,000 sq. ft. of land at 1780 Airport Road to construct one 16,040 sq. ft. hangar with office space. The development will enhance Yingling's current aircraft operations by providing additional hangar storage and maintenance space. The estimated construction cost to build the hangar is $2.1 million. The hangar will be built with private financing from the tenant. The initial term of the lease is 25 years with two, five-year option terms. It is the Wichita Airport Authority's (WAA) policy that all facilities located on the Wichita Airport System are owned by WAA, with the exception of a few governmental facilities.

Financial Considerations: Effective November 1, 2015, the annual land rental rate of $0.3922 per sq. ft. will result in new annual revenue to the WAA of $66,674 for use of the land. The land rental rate will increase five percent for every five-year period.

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

Recommendations/Actions: It is recommended that the WAA approve the agreement and authorize the necessary signatures.

Attachment: Agreement

USE AND LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

YINGLING AIRCRAFT, INC.
Wichita, Kansas

for

Wichita Dwight D. Eisenhower National Airport
1780 Airport Road
Wichita, Kansas

THIS AGREEMENT is entered into this April 14, 2015, between THE WICHITA AIRPORT Authority, Wichita, Kansas (LESSOR) and YINGLING AIRCRAFT, INC., Wichita, Kansas, Federal Tax Identification # 481225627 (LESSEE).

WHEREAS, LESSOR is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Dwight D. Eisenhower National Airport (Airport); and

WHEREAS, LESSEE is an entity authorized to operate in the State of Kansas that desires to enter into a new lease for the land as described on Exhibit "A", and improvements located at 1780 Airport Road, Wichita, Kansas, as defined below (Premises) on the campus of Wichita Dwight D. Eisenhower National Airport (Airport) from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement);

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

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1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby agree to rent from LESSOR certain real property and improvements located at 1780 Airport Road consisting of a minimum of 170,000 sq. ft. of land (Premises), as set forth and shown on the attached Preliminary Exhibit "A". The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

The taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises, including existing facilities, are in a known and acceptable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to undertake any demolition, improvements or modifications to the Premises.

2. INITIAL TERM

The Initial Term of this Agreement shall commence on May 1, 2015 and shall continue for a period of twenty-five (25) years ("Initial Term"), with the Initial Term expiring April 30, 2040, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERM

This Agreement may be renewed at the LESSEE's option for two (2), consecutive five (5) year periods ("Option Terms"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising the Option Term is given.

If LESSEE wishes to exercise Option Term(s), written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term (for 1st 5 year option), and ninety (90) days prior to the expiration of the first Option Term (for 2nd 5 year option). If LESSEE is in default of any obligation under this Agreement then any notice attempting to exercise the Option Term shall be void.

The first Option Term, shall commence on May 1, 2040, and expire on April 30, 2045. The second Option Term, shall commence on May 1, 2045 and expire on April 30, 2050.

4. RIGHT OF FIRST REFUSAL

Throughout the Term of this Agreement LESSEE is granted a right-of-first-refusal to enter into a use and lease agreement, or supplement to this Use and Lease Agreement, with the LESSOR to lease the area of land immediately adjacent to the Premises to the south as shown in Exhibit "A-2." Upon written notice given to LESSEE by LESSOR, LESSEE shall have a period of thirty (30) calendar days following the date of said delivery in which a written notice-of-intent may be presented to the LESSOR that LESSEE intends to exercise its right-of-first refusal to lease the area of land shown in Exhibit "A-2". The LESSEE shall then have sixty (60) calendar days after the LESSEE's notice-of-intent to agree to terms and conditions and enter a use and lease agreement, or a supplement to this Use and Lease Agreement, with LESSOR. If LESSEE fails to give timely written notice-of-intent or if LESSEE and LESSOR fail to execute an agreement as described in this Section, then the right-of-first-refusal granted under this Section shall terminate and no longer be in further force and effect.

5. LAND RENT DURING INITIAL AND OPTION TERMS

Upon commencement of this Agreement, LESSEE shall pay to LESSOR Land Rent for the Premise described in Section 1. The Land Rent shall be calculated as follows:

INITIAL TERM **LAND RENT** 1780 Airport Road 170,000 Sq. Ft. or more, as agreed					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2015	-	10/31/2015	0	0	0
11/01/2015	-	10/31/2020	.3922	66,674.00	5,556.17
11/01/2020	-	10/31/2025	.4118	70,006.00	5,833.83
11/01/2025	-	10/31/2030	.4324	73,508.00	6,125.67
11/01/2030		10/31/2035	.4540	77,180.00	6,431.67
11/01/2035	-	04/30/2040	.4767	81,039.00*	6,753.25

*Partial Year

Square footage leased area is to be finally determined by a site survey. The Land Rent rate per square feet will remain as shown. The annual and monthly amount may be adjusted based on final

survey data and calculations from the site survey information.

FIRST OPTION TERM LAND RENT 1780 Airport Road					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2040	-	10/31/2040	.4767	81,039.00	6,753.25
11/01/2040	-	04/30/2045	.5005	85,085.00*	7,090.42

*Partial Year

SECOND OPTION TERM LAND RENT 1780 Airport Road					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2045	-	10/31/2045	.5005	85,085.00	7,090.42
11/01/2045	-	04/30/2050	.5255	89,335.00	7,444.58

*Partial Year

6. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

7. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for rental for the Premises as set forth herein. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, and after LESSOR has provided LESSEE with written notice and LESSEE does not make payment within seven (7) calendar days after the date said notice is received, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment. If LESSOR does not receive payment within seven (7) days of the date of receipt of said written notice, then the monthly service charge shall retroactively commence on the date the payment was originally due.

LESSEE shall make all payments to the Wichita Airport Authority and in a form acceptable to LESSOR. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

Bills, notices and invoices may be delivered to the LESSEE by mail or personal delivery at:

Yingling Aircraft, Inc.
2010 Airport Road
Wichita, KS 67209

Or

anichols@yinglingaviation.com; orbthompson@yinglingaviation.com

or such other address as designated in writing.

8. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

9. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as a Fixed Based Operator, shall have the right of use of the Premises to operate for aviation related purposes a commercial business that provides aircraft maintenance, aircraft services, training, aircraft sales, parts sales, storage of privately-owned aircraft, commercial storage of based or transient aircraft, light industrial aircraft modifications, flight training, aircraft rental, aircraft charter and/or management, aircraft catering, aircraft manufacturing, and any other similar aeronautical related activities as described and permitted in the Minimum Standards for Aeronautical Activities and Services for Wichita Dwight D. Eisenhower National Airport dated June 8, 2010.

LESSEE shall have the right of ingress and egress to public use areas of the Airport, in common with others, for both vehicles and aircraft, for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, it is understood and agreed that the Premises shall be used and occupied for aviation purposes, or purposes incidental or related thereto in support of aviation purposes.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally. No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, any part of an aircraft the leasehold premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. This prohibition

applies to both, permanent or transitory invasions. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 54 General Provisions, granted to airborne aircraft.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, PREMISES, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

10. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 9, PERMITTED USE OF PREMISES. The following operations, services and concessions shall be specifically prohibited on or from the Premises:

(a) Commercial catering, restaurant and/or lounge concessions other than in direct support of providing aviation services related and incidental to an aeronautical activity;
(b) Commercial (for hire) ground transportation;
(c) Commercial "paid" parking;
(d) Commercial hotel or lodging;
(e) Sale of non-aviation products and services;
(f) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
(g) Automobile rental service;
(h) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment;
(i) Commercial outdoor advertising other than the use of Yingling Aviation, Textron Aviation, Cessna, Beech, and McCauley trademarks, and in accordance with Section 38, EXTERIOR SIGNS AND ADVERTISING;
(j) Any activity reasonably considered by LESSOR to not be aviation purposes or purposes incidental or related thereto in connection with aviation purposes.

The LESSEE shall not perform, or allow to be performed any engine "run-up" in excess of fifty percent (50%) power level on the Premises.

11. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available only from time to time and on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the LESSEE or of any other tenant on the Airport.

12. LESSEE'S RIGHTS AND PRIVILEGES

LESSEE shall have the following rights and privileges on the Premises and on the Airport:

(a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business.
(b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;
(c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids.
(d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations area (AOA) connecting and adjacent to the Premises.

13. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
(b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
(c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight

through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.

(d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.

(e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:

(1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;

(2) To Inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and

(3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.

(f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.

(g) General Provisions. The right to exercise any and all rights set out in Section 54, GENERAL PROVISIONS.

(h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

14. PUBLIC-USE RAMP AREA

LESSEE agrees to be responsible for the management of the public-use ramp area included within the LESSEE's leasehold, for the purpose of providing aircraft parking and tie-down services to the general public on Wichita Dwight D. Eisenhower National Airport. This ramp area is included within the leasehold reflected on Exhibit "A", attached hereto and made a part hereof.

15. ENTRY TO RAMP LEASEHOLD

Within the LESSEE's ramp leasehold, the LESSEE shall not preclude a competitor at the competitor's sole liability and risk from assisting the user of a disabled aircraft in placing the aircraft in a condition so it can be taxied or towed away from the leased area. Additionally, the LESSEE shall not preclude the user of LESSEE's ramp leasehold from servicing the user's aircraft on the LESSEE's ramp area. All work will be coordinated with LESSEE to assure safety and security of other aircraft under LESSEE's care, custody and control and the safety and security of LESSEE's facilities. LESSEE understands it has the same limited right to temporary access and use of the ramp leasehold of other tenants, subject to the same acceptance of sole liability and risk.

LESSEE shall not require users of the tie-down area to secure goods and services from LESSEE exclusively. However, a Fixed Base Operator other than the LESSEE must have permission from the LESSEE in order to enter LESSEE's leasehold to fuel aircraft parked on the ramp area managed by LESSEE and within LESSEE's leasehold.

16. NON-INTERFERENCE WITH AIRPORT OPERATIONS

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing, take-off or taxiing of aircraft from or upon the Airport or otherwise constitute a hazard to the general public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

17. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR

to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

18. DESIGN AND CONSTRUCTION

LESSEE agrees to construct a minimum of 16,040 sq. ft. facility or facilities on the Premises shown on Exhibit "A" as 1780 Airport Road. LESSEE warrants that the improvements, when completed, will be necessary or useful by LESSEE for activities allowed under this Agreement. LESSEE agrees to proceed diligently to complete the improvements. It shall be treated as an event of default under this Agreement if construction of the facilities or improvements on the Premises has not commenced within twelve (12) months, or may be changed at the discretion of the Director of Airports, from the commencement date of the Initial Term of this Agreement. Such failure to commence construction shall be treated as an event of default under Section 33, CANCELLATION BY LESSOR. It shall be treated as an event of default under this Agreement if a Certificate of Occupancy is not issued by the City of Wichita for the facility improvements on the Premises within twenty-four (24) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

Prior to the construction of the new facility and improvements upon the Premises, LESSEE agrees to pay all costs incurred in connection with the demolition and the lawful removal of the existing structures, pavements and utilities located at 1780 Airport Road including disposal of materials contained upon or therein at approved construction and demolition landfill. LESSEE shall be responsible for repairs or replacement of any damaged paved surfaces or utilities as may be necessary to retain for future facility and improvements, and the construction shall be in full conformance with applicable LESSOR and FAA standards. LESSEE agrees to pay all costs for the termination or modification of any utilities on the Premises subject to the LESSOR’S express approval.

If the Agreement is cancelled due to failure to commence or complete the construction as set forth in this Section, LESSEE shall, at LESSOR’S election at LESSEE’s sole expense, be required to

restore the Premises to a like and comparable condition as existed at the commencement date of this Agreement. This restoration shall be completed within a time period of ninety (90) calendar days from expiration of LESSEE'S opportunity to cure as set out in Section 33, CANCELLATION BY LESSOR. At the end of the ninety (90) day period described above, LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. At LESSOR's election, LESSOR shall have the option to complete the construction, utilizing the performance bonds to the extent available at LESSEE's sole expense, as set forth in Section 20, CONSTRUCTION COSTS in lieu of restoration.

LESSEE shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSEE shall construct and maintain at its own expense, paved taxiway access to the Airport's existing taxiway system if required by LESSEE's future construction. All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and FAA standards for the largest type of aircraft expected to use the Premises.

LESSEE shall provide a storm water management plan as part of the preliminary plan review process. Storm water management facilities shall be designed and maintained in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and all federal agencies. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. LESSEE shall not design or construct stormwater improvements, or undertake activities having a detrimental or damaging effect on the LESSOR or surrounding tenants resulting from stormwater flow from the Premises; either through volume or quality. LESSOR reserves the right that upon any detrimental or damaging effect to the LESSOR or surrounding tenants of stormwater from the Premises due to LESSEE's design, construction or activities, LESSOR shall give written notice to LESSEE and allow LESSEE ninety (90) days to cure the problem. If LESSEE cannot cure the problem within ninety (90) days, then LESSOR shall be entitled to grant an extension of time to LESSEE or change or modify drainage improvements at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. If LESSEE obtains the extension of ninety (90) days or more to remedy the damaging effects of stormwater flows, then LESSEE

acknowledges and agrees to hold harmless and indemnify LESSOR from all claims of resulting damage, and for all administrative fines or penalties imposed due to such delay. Upon LESSOR'S approval of all plans and specifications and upon approval and issuance of required building permits by the City of Wichita Office, the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices (BMPs) shall be installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

LESSEE agrees: (1) construction shall be administered and observed on-site by construction and/or design professionals and Job Site Requirement document to ensure compliance with the approved plans and specifications; (2) proposed construction modifications, amendments or changes to the LESSOR approved plans and specifications shall be submitted to LESSOR for prior approval; (3) to install a temporary security and/or construction barricade fence as directed by the LESSOR at LESSEE's expense (4) to repair or replace, at LESSEE's expense and to LESSOR's satisfaction, property damaged in the construction of the facilities and improvements by LESSEE, its contractors, agents or employees; and (5) to provide LESSOR, within thirty (30) days following occupancy of the facilities, a complete reproducible set of as-built record drawings, along with a certification of project costs for all permanent improvements. Upon completion of the facility, LESSEE shall furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the approved plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises. Inaccurate or false certifications under this Section shall be a breach of this Agreement which the parties agree may only be remedied by specific performance whenever discovered. LESSEE's obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement.

Plan approval described in this Section shall not be deemed approval as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita. LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities on the Premises. Improvements within the secured area and AOA shall conform to Federal Aviation Administration and Transportation Security Administration regulations, standards and criteria for design, construction, inspection and testing. LESSEE shall use reasonable efforts to coordinate the construction of the improvements with time schedules established by the LESSOR, should other construction be occurring at the Airport which may be impacted by this project.

19. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

Once the initial improvements are completed, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration shall be subject to the same design, construction and use requirements established for initial construction as set forth in Section 18, DESIGN AND CONSTRUCTION. Any such addition or alteration must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration or the Transportation Security Administration for approval.

20. CONSTRUCTION COSTS

LESSEE agrees to pay all costs incurred in connection with the demolition of existing structures, pavements and utilities, and construction of the new structures, facilities and improvements, and future additions, improvements and alterations, unless otherwise expressly agreed to in writing by the LESSEE and LESSOR. LESSEE agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. LESSEE shall have no right, authority, or power to bind LESSOR or any interest of LESSOR in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises.

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to any improvement that exceeds five thousand dollars ($5,000) in cost constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. Satisfaction of this requirement shall not be the basis for an extension of the construction period as set forth in Section 18, DESIGN AND CONSTRUCTION.

For improvement that exceeds five thousand dollars ($5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 29, LIABILITY INSURANCE. Builder's Risk coverages shall be in effect from the date of the construction notice-to-proceed and continue in force until all financial interest ceases.

LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

21. CONSTRUCTION INSPECTIONS

LESSOR shall have the right at any reasonable time prior to the completion of the construction of facilities and improvements and any future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the LESSOR, the LESSEE shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications. However, LESSOR has no duty to undertake such inspections, and LESSOR will not be held to any duty of care regarding such inspections, if conducted.

22. REMOVAL AND DEMOLITION

Except for the demolition of structures, pavements and utilities described and set forth in Sections 18 and 19 of this Agreement, LESSEE shall not remove or demolish, in whole or in part, any future improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration. Failure to obtain this consent shall entitle the Authority to such compensation as is necessary to restore the affected improvements.

23. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

24. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE’s Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that it acquires no equity ownership interest in the Premises, nor shall it assert or represent equity interest in the Premises, notwithstanding construction of improvements on the Premises at LESSEE’s expense. Although such improvements are the property of the LESSOR the parties acknowledge they are constructed only for the enhancement of LESSEE’s use of the Premises. LESSEE has no authority to act as LESSOR’s agent

LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR. LESSOR may consent, upon LESSEE’s written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE’s activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE’s rights to collect and receive rents and charges

from approved users, operators, sublessees and permitees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 27, ASSIGNMENT and Section 28, SUBLEASING, PERMITTING AND CONTRACTING. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or cancellation of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

25. TAXES, LICENSES AND PERMITS

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation or lease of the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

26. UTILITIES

LESSEE shall pay all costs for new and/or replacement utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty

(30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 23, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 19, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

27. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

28. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, and LESSOR shall not unreasonably withhold such consent if such subleasing, permitting or contracting is fully in accordance and compliance with provisions of this Agreement granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 9, 10 and 12 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

29. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR, after providing LESSEE written notice and ten (10) days to cure, has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE. At a minimum, such SUBLESSEE shall carry Workers' Compensation, general liability (minimum of $1,000,000 per occurrence) and automobile liability (minimum of $500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination

and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION
LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY
LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	$500,000 Each Accident

c) COMMERCIAL GENERAL LIABILITY
LESSEE shall maintain Commercial General Liability Insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	$2,000,000
Each Occurrence	$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE
The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit	$5,000,000
Annual Aggregate Limit	$10,000,000

The Wichita Airport Authority and the City of Wichita shall be added as additional insureds for the Premises Liability only.

e) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide pollution liability coverage with a minimum limit of:

Each Claim	$1,000,000
Aggregate Limit	$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this pollution liability coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement as set forth in Section 33, CANCELLATION BY LESSOR.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses of LESSEE-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of LESSEE's cost for such insurance.

30. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, sewer backup, explosion and collapse, and shall furnish LESSOR a certificate evidencing such insurance, and shall furnish to LESSOR on request the full policies proposed. The insurer and the coverages provided shall be approved by LESSOR. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 50, DAMAGE AND DESTRUCTION. LESSEE agrees, prior to the commencement of the Agreement, to provide

LESSOR with all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement.

31. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of LESSEE's property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

32. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the negligence of LESSOR, its agents, servants, or employees.

33. CANCELLATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement failing to be resolved in less than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
(c) Receiver of LESSEE's assets shall be appointed;
(d) LESSEE shall be divested of its estate herein by other operation of law;
(e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to cancel this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

34. CANCELLATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 50, DAMAGE OR DESTRUCTION.

35. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in good condition at all times free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and all improvements placed thereon.

LESSEE's maintenance obligations include, but not limited to, the following:

(a) Exterior of structures, and all exterior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers and ducting). "Exterior of structures" shall include but is not limited to the roofs, exterior façade and siding, exterior walls, gutters, downspouts, and load bearing structures of the buildings.

(b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.

(c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.

(d) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.

(e) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.

(f) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the term of this Agreement.

(g) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable

covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

(h) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of common use paved surfaces and storm drainage systems on the Airport not within or upon the Premises. At any time during the term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR shall provide LESSEE with written notice of the maintenance and/or repairs required and allow LESSEE thirty (30) days to perform the maintenance and/or repairs. If LESSEE does not accomplish maintenance and/or repairs within thirty (30) days after said written notice is given, then LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

36. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and other Air Operations Areas within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall <u>not</u>:

(a) Be closer than twenty five feet from any security fence;
(b) Block any access gates or controls;
(c) Block or impede any taxiway or taxi lane;
(d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane, or;
(e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than $2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on common use paved surfaces of the Airport not within the Premises.

37. LANDSCAPING

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

38. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

39. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure.

40. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE

shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

41. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Dwight D. Eisenhower National Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 34, CANCELLATION BY LESSEE.

42. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

43. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the LESSOR.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other

deficiency. When the LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Wichita Dwight D. Eisenhower National Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

44. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

45. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

46. SECURITY SYSTEMS

LESSOR may at its sole discretion install, operate and maintain a computer controlled access and monitoring system on Airport Property. The purpose of said security systems is for the provision of safety and security to the general public, airport employees, tenants and permitees and their employees and invitees, primarily within and upon public areas, and not for the exclusive benefit of any single party or category of airport user. LESSEE may, at its sole option and cost, install, operate and maintain private security systems within interior or exterior areas of the Premises; however, any such private security systems shall not interfere with, interrupt, impair or block the security systems or effectiveness of the LESSOR's security surveillance systems.

The LESSOR shall have no rights to install any security surveillance systems within the Premises without the LESSEE's prior approval. LESSOR shall not install security surveillance systems for the exclusive benefit of the LESSEE. LESSEE shall not rely on the surveillance cameras owned and operated by the LESSOR for purposes of risk management or private security from property loss or theft.

47. ENVIRONMENTAL ASSESSMENT

A "Phase I" and Phase II" environmental site assessment shall be conducted, at LESSOR's sole expense, prior to the execution date of this Agreement, or upon the consent of the LESSEE no less than ninety (90) days following the execution date of this Agreement. A copy of these reports shall be promptly provided to the LESSEE.

A "Phase I" and "Phase II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the cancellation or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR. The environmental site assessment results shall be compared to the original background levels established at the commencement of this Agreement. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, then LESSEE shall be required to re-establish background levels to the pre-existing levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the mitigation, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

48. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR , the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct

concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, representatives, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation,

to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, representatives, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

49. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, representatives, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, representatives, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

50. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration. In alternative, and in LESSOR's discretion to allow and LESSEE's election to exercise, LESSEE may be released from this Agreement upon payment of all demolition and removal costs for damaged or destroyed improvements and payment at the fair market value of the property immediately prior to damage or destruction.

51. CONDEMNATION

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event

will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

52. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

53. NONDISCRIMINATION

The LESSEE agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

54. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which will exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which will be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable

relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR will have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the

land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or

development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date of receipt. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Director of Airports
Wichita Airport Authority
Wichita Dwight D. Eisenhower National Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

President
Yingling Aircraft, Inc.
2010 Airport Road
Wichita, KS 67209

Email: LVaughan@yinglingaviation.com

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

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

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

55. THIRD PARTY RIGHTS

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

56. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE will have the right to peaceably occupy and enjoy the Premises, subject however, to the General Provisions contained in Section 54.

57. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days' notice by LESSOR or LESSEE.

58. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear, or fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) removing by legal means all materials and Substances classified as hazardous; (3) leaving in operating condition all bulbs and ballasts; (4) replacing all broken glass, (5) remove all computer network cable, and (6) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove during the Term of the Agreement or at its expiration all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

59. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

60. INCORPORATION OF PROPOSAL DOCUMENTS

To the extent that the terms and provisions of the Request for Proposals ("RFP") to construct a hangar and of the LESSEE'S Proposal thereof are not in conflict with the provisions of this Agreement, such terms and provisions are made a part hereof as Exhibit "B"(incorporated by reference), and shall be fully binding on both parties as if fully set out herein. In the event of any conflict between the provisions of this Agreement and those of the RFP and/or LESSEE'S Proposal, said provisions shall be given effect in the following order: (1) this Agreement; (2) the RFP; and (3) the LESSEE'S Proposal in response to the RFP.

61. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

62. AMENDMENT

This Agreement constitutes the entire Agreement between the parties for the lease of Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

63. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

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

ATTEST:

By _____
Karen Sublett, City Clerk

By _____
Victor D. White, Director of Airports

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Carl Brewer, President
"LESSOR"

ATTEST:

By _____

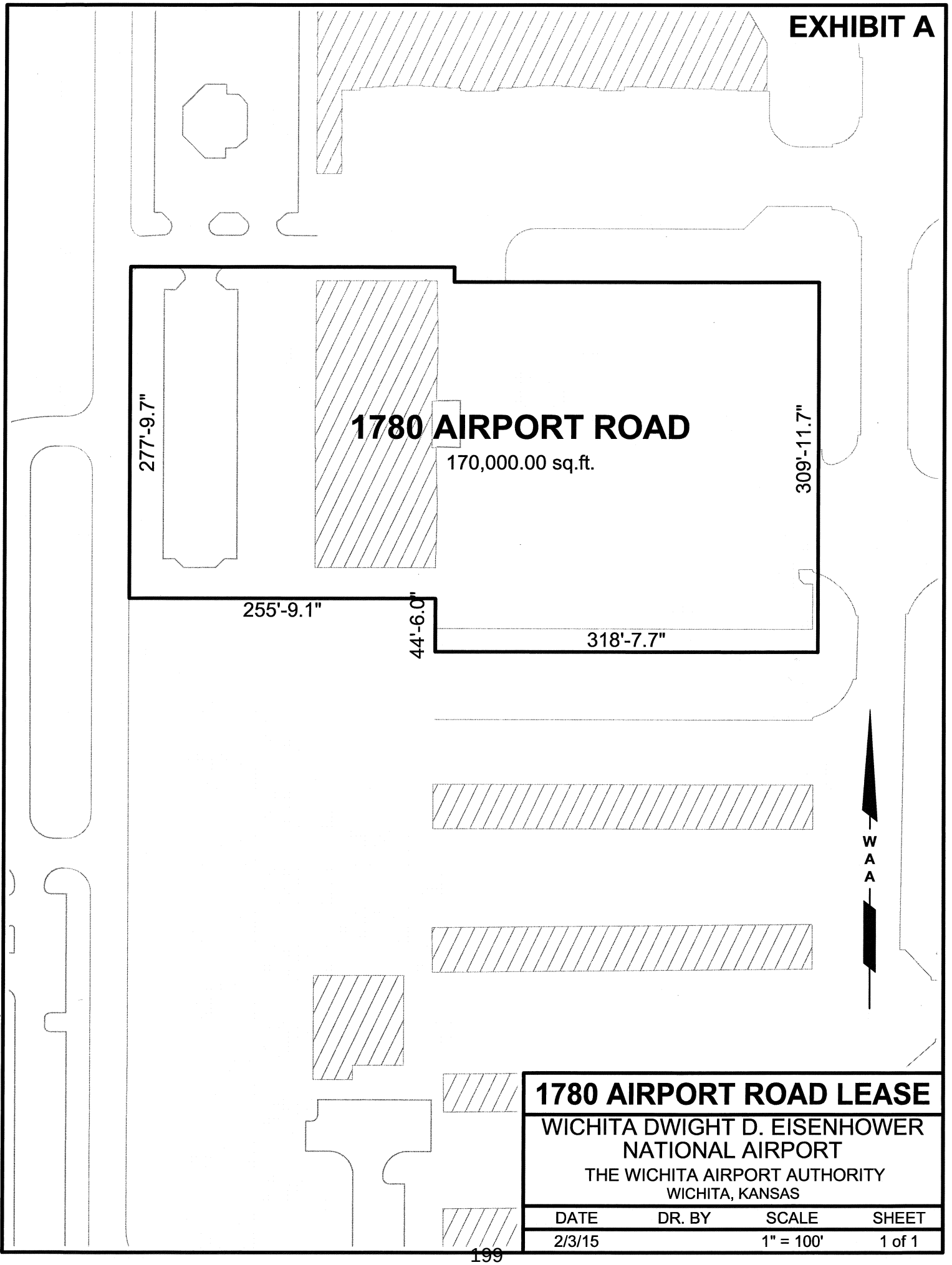
Title _____

YINGLING AIRCRAFT, INC.

By _____
Lonnie Vaughn, President

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT A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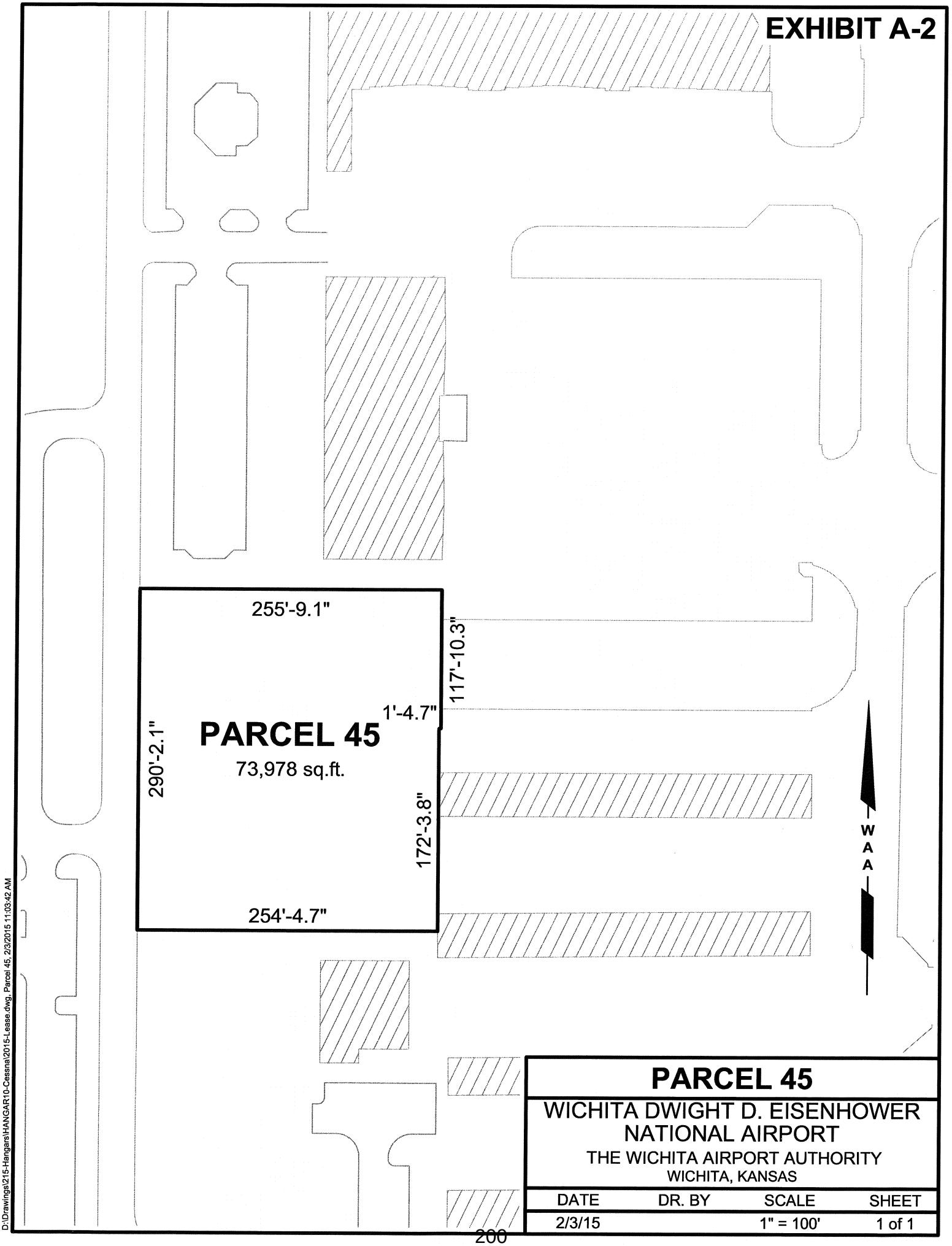
170,000.00 sq.ft.
277'-9.7"
309'-11.7"
255'-9.1"
44'-6.0"
318'-7.7"
W
A
A
1780 AIRPORT ROAD LEASE
WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
DATE
DR. BY
SCALE
SHEET
2/3/15
1" = 100'
1 of 1
D:\Drawings\215-Hangars\HANGAR10-Cessna\2015-Lease.dwg, Lease, 2/3/2015 11:03:40 AM

EXHIBIT A-2



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