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REVISED
PULLED-NEW BUSINESS ITEM IV-2

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 11, 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 August 4, 2015

AWARDS AND PROCLAMATIONS

None

I. PUBLIC AGENDA

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

1. Laura Tillem - Opposes the City's plan to sign a water contract with Veolia, a company that is well known for being complicit with Israeli human rights abuses.

II. CONSENT AGENDAS ITEMS 1 THROUGH 23

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Request for Letter of Intent for Industrial Revenue Bonds WSF Holdings, Inc. (District II) (Deferred August 4, 2015)

   RECOMMENDED ACTION: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

IV. NEW COUNCIL BUSINESS

1. Petition to Approve a Community Improvement District for Kellogg and Ridge. (District IV)

   RECOMMENDED ACTION: Adopt the resolution setting a public hearing on September 1, 2015 for consideration of the establishment of a Community Improvement District and direct the City Clerk to publish the resolution twice in the local paper.

2. ***Ordinance Amendments to Title 4 of the Code of the City of Wichita Pertaining to Regulation and Licensing of Alcoholic Liquor and Cereal Malt Beverages, and Repeal of Charter Ordinance No. 105 Regarding Fees for such Licenses; Abandoning with No Second Reading Similar Ordinances.***

   (PULLED PER COUNCIL MEMBER JANET MILLER)

3. 2016 Annual Operating Budget.

   RECOMMENDED ACTION: Close the public hearing and: (1)Approve the 2016 budgets and the second reading of the necessary budget ordinances, including those for the Tax Increment Financing (TIF) Districts and the Self-Supported Municipal Improvement District (SSMID); (2)Approve the use of local funds derived from property within the corporate limits for the Wichita State University Board of Trustees (Interlocal Agreement between the City and County);(3)Approve necessary budget adjustments, expenditure control levels, and budget administration procedures; (4)Approve the joint agreement for Flood Control; and (5) Authorize staff to adjust the Transit budget to provide an additional $2 million for Transit Service in 2016.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. CON2015-00015 – City Conditional Use Request for a Nightclub on LI Limited Industrial Zoned Property Generally Located West of Hydraulic Avenue, between Indiana and Cleveland Avenues on the North Side of Central Avenue. (District I)

   RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the conditional use subject to the conditions enumerated, adopt the findings of the MAPC (requires six votes to overturn the protests) and sign the resolution, or 2) Deny the conditional use request by making alternative findings, and override the MAPC's recommendation (requires five votes to override the MAPC's recommendation), or 3) Return the conditional use request to the MAPC for reconsideration (requires four votes).

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Jeff Longwell, Vice Mayor James Clendenin, Council Member Bryan Frye and Dr. Jerry Smart, Wichita Area Sister Cities, to attend by invitation, an official visit to our Sister Cities in Tlalnepantla, Mexico, September 12-22, 2015.

   RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 10, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption off Premises)
Rajesh Kumar Patel	Stop and Shop***	1826 West 13th North
Andrea Lazenby	Walmart Market #5856***	601 North West Street SU100
Cam-Van Doan	QuickGas***	5562 South Seneca
James Smith	Farmers Market Inc.***	2901 North Broadway

   ***Retailer (Grocery stores, convenience stores, etc.)

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

3. Preliminary Estimates:

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Sanitary Sewer Improvements to Hawthorne Addition. (District II)
   b. Petitions for Improvements to Serve Whispering Lakes Estates. (District II)

   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses.
   a. Community Events - Johnston's Half Marathon. (District VI)
   b. Community Events - BlackTop Nationals Classic Car Show and Motorcycle Event. (Districts I and VI)
   c. Community Events - PedalFest. (District II)
   d. 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.

6. Agreements/Contracts:
   a. Supplemental Agreement No. 3 for Improvements to Douglas, from Washington to Oliver. (District I)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Transit Advisory Board, October 17, 2014
Transit Advisory Board, November 21, 2014
Transit Advisory Board, December 16, 2014
Transit Advisory Board, January 23, 2015
Transit Advisory Board, February 20, 2015
Transit Advisory Board, March 10, 2015
Transit Advisory Board, April 17, 2015
Transit Advisory Board, May 22, 2015
Transit Advisory Board, June 18, 2015
Transit Advisory Board, June 25, 2015
Transit Advisory Board, July 17, 2015
Police and Fire Retirement System, May 27, 2015

RECOMMENDED ACTION: Receive and file.

8. July 2015 Monthly Report to Council.

RECOMMENDED ACTION: Receive and file.

9. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: Adopt the resolutions: 1) authorizing the general obligation bond and note sales; 2) authorizing preparation of the Preliminary Official Statements in connection with the bond and note sales; 3) approving the distribution to prospective bidders of the Preliminary Official Statements; 4) authorizing publication and distribution of the Notices of Sale; 5) authorizing the City Manager to award the bond and note sales subject to the parameters of the resolutions; and 6) authorizing City staff, in consultation with Bond Counsel to take such further action as is reasonably required to implement the resolutions.

10. Agreement to Respread Assessments: Falcon Falls 6th Addition. (District I)

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

11. Amending Resolution for Storm Water Sewer Improvements in Rockwood South 3rd Addition. (District II)

RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.

12. Notice of Intent to Use Debt Financing - ACT 3 Terminal Apron IV-B - Wichita Dwight D. Eisenhower National Airport.

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

13. Second Reading Ordinances: (First Read July 14 and August 4, 2015)

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

14. *ZON2015-00021 – City Zone Change Request from B Multi-Family to Limited Industrial (LI) on Property Generally Located South of 15th Street North on the West side of North Santa Fe. (District VI)

    RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority of four votes).

15. *ZON2015-00022 – City Zone Change Request from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located South of 45th Street North on the West side of North Webb Road. (District II)

    RECOMMENDED ACTION: Approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority of four votes).

16. *ZON2015-00023 – City Zone Change from LC Limited Commercial to CBD Central Business District on Property Located East of Seneca Street on the Southwest Corner of Douglas Avenue and Walnut Street. (District IV)

    RECOMMENDED ACTION: Approve the zoning and place the ordinance on first reading (simple majority of four votes required).

17. *SUB2015-00005 -- Plat of Slade's Second Addition Located East of Meridian, South of 55th Street South. (District IV)

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

18. *VAC2015-00018 - Request to Vacate a Portion of a Platted Utility Easement on Property Generally Located Midway Between Webb and Greenwich Roads, South of Harry Street, West of Smithmoor Street on the South End of Countryside Circle. (District II)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

19. *VAC2015-00019 - Request to Vacate a Platted Alley Generally Located Between Emporia Avenue – 3rd Street – St. Francis Avenue - 2nd Street. (District VI)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

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

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.

20. *Air Capital Terminal 3 (ACT 3) Terminal Apron Phase IV-B - Budget Initiation And Supplemental Agreement No. 2 - Wichita Dwight D. Eisenhower National Airport.

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

21. *Steven Aviation Joint Venture - Non-Commercial Private Hangar Operator Use and Lease Agreement - Wichita Dwight D. Eisenhower National Airport.

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

22. *Parking Facilities Program Professional Services - Supplemental Agreement No. 2 - Wichita Dwight D. Eisenhower National Airport.

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

23. *ACT 3 Apron Phase IV - FAA Grant Application and Reimbursable Agreement - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the reimbursable agreement and the grant application with the receipt of funds, along with authorizing the Director of Airports to sign all the documents related to the grant.

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds (WSF Holdings, Inc.) (District II)

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendations: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Background: On January 22, 2013, the City Council adopted the Phase 1 STAR Bond Project Plan which provided the details of a multi-use commercial development located within the K-96 Greenwich STAR Bond District, including the development of a major multi-sport athletic facility. On September 10, 2013, the City Council approved a development agreement with Wichita Destination Developers, Inc. (WDD) outlining the Phase I STAR bond project and setting forth the rights, duties and obligations of the City and WDD.

Earlier this summer, WDD entered into an agreement with WSF Holdings, Inc. to become the developer and operator of the multi-sport athletic facility at an estimated cost of approximately $14,025,000 under the name Wichita Sports Forum, LLC. WSF Holdings, Inc. is requesting the issuance of a letter of intent for Industrial Revenue Bonds (IRBs) in an amount not-to-exceed $4,500,000 to achieve a sales tax exemption on the purchase of materials for the construction of the facility. On August 4, 2015, a public hearing was convened and the request for a letter of intent to issue IRBs was presented to the City Council. At that time, the City Council postponed the public hearing for one week.

Analysis: WSF Holdings, Inc. is the holding company for Wichita Sports Forum, LLC (WSF) which is a new business entity that has been created for the purpose of constructing and operating the multi-sport facility at K-96 and Greenwich. The members of WSF include Tymber Lee (Lee Companies, real estate and business development), John Wadsworth (Piping and Equipment and investor), and Scott McLain (McLain Group, real estate development, construction and finance).

WSF is planning construction of a 142,376 square foot facility designed to host local, regional and national basketball, volleyball and soccer competitions in addition to cheer, softball, baseball, football, dodgeball and more. A 20,000 square foot, state-of-the-art Extreme Air Sport Trampoline Park will also be included in the facility.

The facility will support ten hard surface regulation volleyball courts, six full size high school basketball courts, six sand volleyball courts, two full size sand soccer fields, one full size turf soccer field, one full size baseball/softball infield, four batting cages and supporting amenities such as food services, spectator lounges, team rooms, and a spacious mezzanine overlooking the hard and sand courts.

Financial Considerations: WSF estimates the total project costs to be $14,025,000. STAR bond financing for a portion of the development costs had previously been approved by the City Council and the State of Kansas for a multi-sport athletic facility in this location. STAR bond funds in an amount not-to-exceed $7,525,000 have been approved. The breakdown of funding is as follows:

STAR bonds – Vertical construction	$ 5,500,000
STAR bonds – Infrastructure	$ 2,025,000
Developer Equity	$ 6,500,000
TOTAL INVESTMENT	$14,025,000

The STAR bond financing provides a sales tax exemption on eligible items. The Developer Equity portion is not currently exempt from sales tax without IRBs. Of the Developer Equity, $2,000,000 is for land acquisition and the balance is dedicated to construction of the facility. The land acquisition expense is not subject to a sales tax therefore, the developer is requesting IRBs in an amount not to exceed the balance of $4,500,000.

WSF Holdings, Inc. agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

Based on the latest available mill levy, the estimated tax value that could be generated by the new facility for the first full year of the fully completed project could be $329,208. This estimate assumes that 80% of the cost of improvements to real property will be reflected in an increase in property value. This percentage is used as a conservative approach to estimating the value of new tax revenues. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its ongoing reappraisal process. The estimated annual value of the new real property tax revenue as applicable to taxing jurisdictions is:

City	$ 91,589
State	$ 4,207
County	$ 82,686
USD 375	$150,726

The cost/benefit analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita General Fund	44.67 to 1
City of Wichita Debt Service Fund	NA
Sedgwick County	100.23 to 1
USD 375	NA
State of Kansas	65.28 to 1

Legal Considerations: The City's bond counsel, Gilmore & Bell, P.C., will serve as bond counsel in the transaction. WSF Holdings, Inc./Wichita Sports Forum, LLC agrees to comply with the City's Standard Letter of Intent Conditions.

The attached Resolution of Intent has been approved as to form by the Law Department. Documents required for the issuance of the bonds will be prepared by bond counsel and will be subject to review and approval as to form by the Law Department prior to the issuance of bonds.

Recommendation/Action: It is recommended that the City Council close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Attachment(s): Letter of Intent Application, Resolution of Intent

RESOLUTION NO. 15-243

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A RECREATIONAL FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

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

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

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

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a recreational facility (the "Project") to be located in the City; and

WHEREAS, the Project shall be leased by the City to WSF Holdings, Inc. (the "Tenant") and subleased by the Tenant to Wichita Sports Forum, LLC (the "Subtenant").

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

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

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $4,500,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds in accordance with the City's Economic Development Incentive Policy (the "Letter of Intent"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in

form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 5. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that the such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After the Tenant has demonstrated compliance with the provisions of the Letter of Intent, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2016, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on August 4, 2015, as the same appears of record in my office.

DATED: August 4, 2015.

_____
Karen Sublett, City Clerk

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June 15, 2015
Mayor Jeff Longwell
Vice Mayor Clendenin
Members of City Council
455 North Main
Wichita KS, 67202

WSF Holdings, Inc. is a new company in association with Wichita Sports Forum, LLC created with the sole purpose of designing and building a multi-sport fieldhouse in the Greenwich Place Development at K-96 and Greenwich Rd in Wichita, KS.

The Wichita Sports Forum will offer a multi-sport athletic venue as well as general multi-purpose convention and trade show space. The 142,376 square foot facility is designed to host local, regional and national basketball, volleyball and soccer competitions as well as catering to other sports such as cheer, softball, baseball, football, dodgeball and many more. With the spectator and athlete in mind, this spacious facility will be the destination location for participants, young and old, competitive or recreational, locally, regionally and nationally. To highlight the experience a state-of-the-art Extreme Air Sports Trampoline Park will cap off the total sporting experience.

The facility supports ten (10) hard surface regulation volleyball courts, six (6) full size high school basketball courts, six (6) sand volleyball courts, two (2) full size sand soccer fields, one (1) full size turf soccer field, one (1) full size baseball / softball infield, four (4) batting cages and supporting amenities such as food services, spectator lounges, team / meeting / party rooms, and a spacious viewing mezzanine overlooking the hard and sand courts. The Extreme Air Sports Trampoline Park will be approximately 20,000 sq. ft.

Wichita Sports Forum looks to hire approximately 40 full time and part time employees to manage and operate the facility.

The Wichita Sports Forum has been designed with the specific intention of providing a venue sufficient to host national high school and collegiate athletic events. By providing a centralized location with facilities able to accommodate multiple ongoing tournaments simultaneously, the Wichita Sports Forum is anticipated to become a national destination for athletic events. In addition to the regional and national tournament

component, the Wichita Sports Forum will be open for daily sports and recreation uses from both local and traveling visitors. This mix of uses will provide the most consistent visitation and tourism for the District.

WSF Holdings, Inc. is requesting for your support for the issuance of $4,500,000 in the City of Wichita Industrial Revenue Bonds. Your support will enhance the success of this multimillion-dollar investment.

The Wichita Sports Forum appreciates the City's vision and support in this endeavor.

Sincerely

Tymber Lee
Managing Member WSF Holdings Inc
210 Valley Creek Dr
Valley Center, KS 67147
c. 316.208.3232

June 15, 2015
Mayor Jeff Longwell
Vice Mayor James Clendenin
Members of City Council
City of Wichita, City Hall
455 N Main
Wichita, KS 67218

RE: PROPOSED CITY OF WICHITA, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS

This letter is a formal request for approval by the Wichita, Kansas City Council for a letter of intent to issue Industrial Revenue Bonds in the amount not to exceed $4,500,000. The issuance of this bond is a necessity in the financing of the construction of the Wichita Sports Forum project (formerly known as the Fieldhouse).

NAME OF TENANT AND GUARANTORS

WSF HOLDINGS, INC
210 Valley Creek Dr
Valley Center, KS 67147

Subtenant:
WICHITA SPORTS FORUM, LLC
210 Valley Creek Dr
Valley Center, KS 67147

NAME AND ADDRESSES OF PRINCIPAL OFFICERS

a. Tymber Lee
210 Valley Creek Dr
Valley Center, KS 67147

b. John Wadsworth
14810 Sport of Kings
Wichita, KS 67230

c. Scott McLain
1120 S. Albert Pike Avenue
Fort Smith, AR 72903

PLAN

WSF Holdings, Inc. will design and build a 142,376 square foot, state-of- the-art sports facility located at Greenwich Place at K-96 and Greenwich Road. The facility will be operated by Wichita Sports Forum, LLC and will include ten (10) hard surface regulation volleyball courts, six (6) full size high school basketball courts, six (6) sand volleyball courts, two (2) full size sand soccer fields, one (1) full size turf soccer field, one (1) full size baseball / softball infield, four (4) batting cages and supporting amenities such as food services, spectator lounges, team / meeting / party rooms, and a spacious viewing mezzanine overlooking the hard and sand courts. To round it off, the Wichita Sports Forum will house a one of a kind 20,000 square foot Extreme Air Sports Trampoline Park that will provide fun, exercise, competition and entertainment for all ages.

BENEFITS TO THE CITY

Tourism and Jobs

According to the World Tourism Organization (WTO) tourism and travel is the world's largest industry and it is predicted to be one of a few industries that will continue to generate job growth in the future. Hence it is an important vehicle for regional and national economic development. Attractions are an extremely important part of the tourism industry and serve as primary driver of tourism activity. According to Swarbrooke (1995, p. 3) tourist attractions are the most important component in the tourism industry. Without attractions there would be no need for other tourism services. Many tourist attractions possess strong entertainment connections, including sports venues, theatres and museums.

Much like business clusters, the clustering of tourism attractions creates the critical mass necessary to generate and sustain increased visitation and revenues. Most tourism clusters also have strong linkages to other closely related and supporting industries such as transportation, lodging, retail, food and beverage. Therefore, the larger cluster of attractions a tourist destination supports the greater the direct and indirect economic benefits.

The Wichita area currently supports 34 entertainment, cultural, educational and historic attractions. Since 2007, annual attendance has increased by nearly 27 percent and was bolstered by the opening of Intrust Bank Arena in early 2010. Based on the theory of tourism clusters, the introduction of additional attractions in Wichita will generate tourism visitation and expenditures.

This district is designed to capture increased visitation and expenditures through events at Wichita Sports Forum athletic complex and offer an exciting shopping, dining and entertainment experience. By virtue of differing content and market positioning the District will complement and have a synergistic effect on Wichita's tourism industry and the heightened out-of-town visitation is expected to translate to increased attendance at Wichita's existing entertainment, cultural, educational and historic attractions. As

evident by the 16.5 million annual visitors to the Kansas City MSA, the presence of a large cluster of art, cultural and entertainment attractions along with destination lifestyle centers and entertainment districts creates a synergistic effect that strengthens the regional draw, visitation counts, expenditures and visitor's length of stay.

During 2013, the Kansas Department of Commerce reported Sedgwick County garnered $1.368 billion in tourism expenditures, or 22.93% of the state-wide total. Tourism expenditures for Sedgwick County included approximately $210 million on shopping, $294 million on food, $192 million on lodging and $198 million on entertainment. The District's Wichita Sports Forum athletic complex and other attractions are designed to attract out-of-town visitors and improve tourism expenditures on entertainment and other support industries, which would bolster this market share. Larger national and regional sports tournaments may require cohosting with other Wichita area sports venues such as the Farha Sport Complex, Next Level Hoops Academy and various YMCAs. Out-of-town visitors to youth and adult sporting events are potential customers for such family-oriented attractions as the Sedgwick County Zoo, Explorations Place, Botanica, Great Plains Nature Center, Music Theatre of Wichita, Orpheum Performing Arts and Wichita Center for the Arts. Area restaurants, night clubs, hotels and transportation companies will also benefit economically from development and operation of the District.

The 142,376 square foot Wichita Sports Forum is designed to host regional and national basketball, volleyball and soccer events. WSF will also function as a national and regional education and training center for athletes and coaches, and will be open for daily sports and recreation use by both local residents and area visitors. In addition, the ample open floor space available can be used for conventions and trade shows, either athletic or otherwise. Wichita Sports Forum is estimated to be able to host up to 3,100 people at any given time including up to 750 athletes on the various courts. Events include 50+ sports tournaments, 20 ongoing leagues, 15 sports camps and 15 sports conferences (i.e., instructional, coaching, referee expos, etc.).
Year 1 taxable sales for the Wichita Sports Forum are estimated at over $5 million. Additionally, with its consistent flow of destination tourism, the Wichita Sports Forum will be a major driver of retail sales for the remainder of the District.

Wichita Sports Forum is also creating new jobs. WSF will hire approximately 40 full time and part time employees to manage and operate the facility.

DOLLAR OF AMOUNT OF BONDS BE REQUESTED
The principal amount of the Bonds requested will not exceed $4,500,000.

SOURCES AND USES

STAR BOND VERTICAL CONSTRUCTION:	$5,500,000
STAR BOND INFRASTRUCTURE	$2,025,000
DEVELOPER EQUITY	$6,500,000
TOTAL SOURCES	$14,025,000
IRB PORTION OF DEVELOPER EQUITY	$4,500,000

Proposed Underwriter of Bond

Emprise Bank
Wichita, KS

CITY ADMINISTRATIVE SERVICE FEE AGREEMENT
WSF HOLDINGS, INC agrees to make administrative fee payment to the City of Wichita for any and all costs related to Bond Issuance during the duration of the Bond and any and all costs whether or not they are approved or issued.

A BRIEF STATEMENT RELATIVE TO THE EFFECTS OF THE PROPOSED PROJECT ON THE AMBIENT AIR QUALITY OF THE CITY OF WICHITA AND SEDGWICK COUNTY.
The proposed project will have no effect on the ambient air quality of the City of Wichita or Sedgwick County, nor are there any other anticipated adverse environmental effects. The applicant will comply with all applicable policies and requirements of the City of Wichita relating to environmental matters.

A BRIEF STATEMENT WITH RESPECT TO EQUAL OPPORTUNITIES
The applicant will comply with all policies of the City of Wichita concerning equal opportunity.

ARRANGEMENT FOR THE SALE OF THE BONDS
The bonds will be privately placed. The buyer of the bonds is undetermined at this time but Emprise Bank is evaluating the opportunity.

SUMMARY
To allow the Applicant to progress with construction it is requested that the City Council authorize the Mayor to execute a Letter of Intent on behalf of the City of Wichita wherein the City declares it intent to issue no more than $4,500,000 of City of Wichita Taxable Industrial Revenue Bonds, Series 2015 of the above purpose.

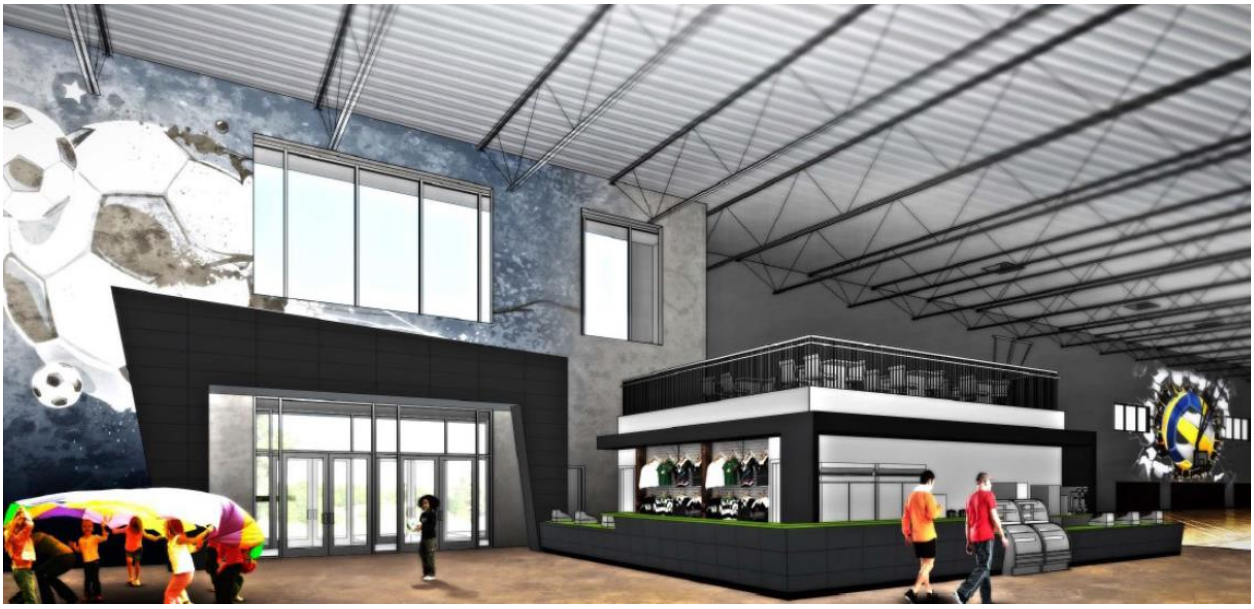
The Applicant is aware that a Letter of Intent is only an indication of the City's interest to issue the proposed Bonds to assist in the financing of the Project, and that such a Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond resolution, trust indenture, Lease Agreement, Guaranty Agreement and other related documents.

We again, thank you and if there is any further request of information or questions we will be pleased to accommodate your needs.

Sincerely

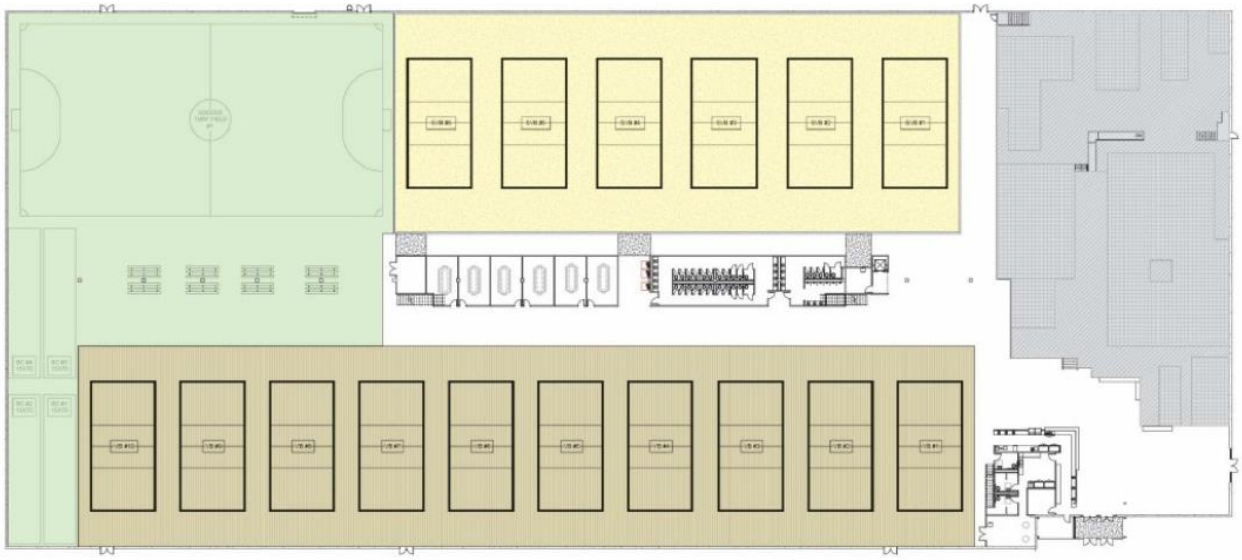
Tymber Lee
Managing Member WSF Holdings Inc
210 Valley Creek Dr
Valley Center, KS 67147
c. 316.208.3232

Wichita
SPORTS FORUM

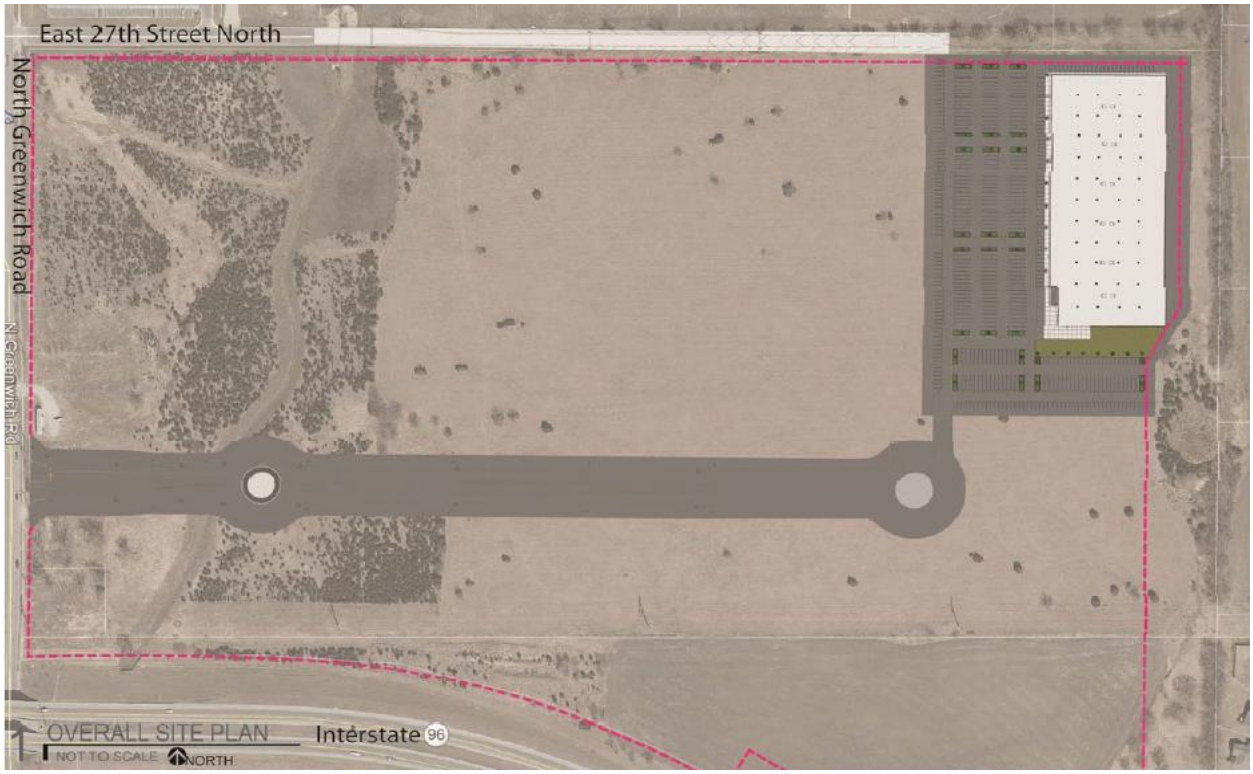


BUILDING OVERVIEW

- 142,376 SF
- 750 PLAYERS
- 3,100 OCCUPANTS
- 6,158 SF MEZZANINE
- 16 VB COURTS
- 6 BB COURTS
- 3 SOCCER FIELDS
- CHEER COMPETITIONS
- 4 BATTING CAGES
- 6 TEAM/PARTY ROOMS
- SOFTBALL/BASEBALL
- YOUTH FOOTBALL
- DODGEBALL
- OBSTACLE COURSE
- TRAMPOLINE CENTER
- FLEXIBILITY!!!!!



Greenwich Place
WICHITA SPORTS FORUM
Colonel James Jabara Airport
MENARDS
Taco Bueno
JO-ANN
PETSMART
KOHL'S
CARRABBA'S
IHOP
POPEYES
HOOTERS
SHOE CARNIVAL
Office Depot
CHIPOTLE
FIVE GUYS
Walmart
PETCO
central christian
Stryker Soccer Complex
Diamond Archery
Cabela's
WORLD MARKET
HOBBY LOBBY
TARGET
Granite City
FREEBIRDS
SONIC
Walgreens
DEANOS
BANANA REPUBLIC
CHICO'S
GAP
LOFT
DICK'S
HuHot
BARNES & NOBLE
NATURAL GROCERS
WHOLE FOODS
HOMEWOOD SUITES
ABUELOS
WARREN
The ALLEY
Cheddar's
E 21st St N
N Rock Rd
N Webb Rd
N Greenwich Rd
96


East 27th Street North
North Greenwich Road
N Greenwich Rd
OVERALL SITE PLAN
NOT TO SCALE
NORTH
Interstate 96

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Petition to approve a Community Improvement District for Kellogg and Ridge (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: On June 9, 2015, the City Council accepted a petition from Natman Real Estate International, LLC requesting the creation of a Community Improvement District (CID) for the redevelopment of property near the northwest corner of the intersection of Kellogg and Ridge Road, to be called the Kellogg and Ridge CID. At the time the Council accepted the petition, the City Council adopted a resolution stating its intent to consider the establishment of the proposed CID and setting a public hearing for July 7, 2015.

The CID statute requires that the resolution setting the public hearing be published twice in the local paper. Publication of the resolution only occurred once.

Analysis: To establish a CID for sales tax purposes, notice of a public hearing must be published at least once each week for two consecutive weeks and be sent by certified mail to all owners and by regular mail to all occupants of property within the proposed CID.

Publication of the resolution providing notice only occurred once for the Kellogg and Ridge CID. A new public hearing for the establishment of the Kellogg and Ridge CID is necessary to establish sales tax authority for the district, following proper notice of a public hearing.

Given this process, the earliest date a public hearing may be held for this project would be September 1, 2015. After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be repaid with administrative fees collected from the district.

The developer has requested pay-as-you-go financing. The City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the $5,000 application fee, and disperse the balance of the CID proceeds to the developer until the maximum amount identified in the petition ($8,847,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

Legal Considerations: State Law allows Community Improvement Districts to be established by Ordinance following a public hearing. In order to establish a CID for sales tax purposes, a resolution providing notice of a hearing must be published twice in the local paper. The resolution has been approved by the Law Department as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing on September 1, 2015 for consideration of the establishment of a Community Improvement District and direct the City Clerk to publish the resolution twice in the local paper.

Attachments: Resolution

OCA280001

RESOLUTION NO. 15-242

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 *ET SEQ.*, AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*., as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping of buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the Kellogg and Ridge CID"), the completion of a project relating thereto as more particularly described on **Exhibit A** attached hereto (the "Project"), and the imposition of a CID Sales Tax in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed Kellogg and Ridge CID; and

WHEREAS, the proposed Kellogg and Ridge CID is located on the east side of Holland north of Kellogg Avenue within the City; and

WHEREAS, the petition proposes that the City impose a two percent (2%) CID Sales Tax within the Kellogg and Ridge CID which may be levied by ordinance following the hearing; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the proposed CID Sales Tax within such district which may be levied by ordinance and shall give notice of said public hearing in accordance with the Act;

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

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Kellogg and Ridge CID and the imposition by the City of a two percent (2%) CID Sales Tax within the Kellogg and Ridge CID shall be held on September 1, 2015, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed Kellogg and Ridge CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed Kellogg and Ridge CID is $16,800,000.

4. The Project within the proposed Kellogg and Ridge CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a two percent (2%) CID Sales Tax up to a maximum amount of $8,847,000 within the proposed Kellogg and Ridge CID.

5. A legal description of the proposed Kellogg and Ridge CID is set forth in **Exhibit B** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Kellogg and Ridge CID is attached hereto as **Exhibit C** and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this 11th day of August, 2015.

APPROVED and **SIGNED** by the Mayor the 11th day of August, 2015.

CITY OF WICHITA, KANSAS

By:_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

PROJECT

General Nature: That the general nature of the proposed community improvement district ("CID") project, the Kellogg and Ridge CID (**"Project"**), is to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the district, including, but not limited to: demolition of existing structures, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the district, marketing, advertisement and economic development, cleaning and maintenance, special assessments for certain improvements, and the City's and the developer's financing costs (if any) as well as the City's and the developer's administrative and operating costs in establishing and maintaining the District and any other items permitted to be financed within the district under the Act.

EXHIBIT B

LEGAL DESCRIPTION

Lot 8 Block B Ridge Plaza 8 Addition to Wichita, Sedgwick County, Kansas

EXHIBIT C
MAP OF DISTRICT

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council
SUBJECT: 2016 Annual Operating Budget
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendations: Approve the 2016 Proposed Budget.

Background: The 2016 Proposed Budget represents a spending plan to provide outcomes to residents of Wichita for the next calendar year. This budget was based on citizen input and feedback from the City Council. Two Social Media Town Hall events were held, and over 1,000 comments were received. Staff visited each District Advisory Board, provided information about budget proposals, and received feedback. Budget options were initially provided to the City Council in May, and workshops were held in June and July. On July 14, 2015, the City Manager presented the 2016 Proposed Budget and the City Council took action to set the maximum amount of taxes levied at $104,321,633 and to establish August 11, 2015 as the official budget hearing date. A public hearing also was held on August 4, 2015. Information on the 2016 Proposed Budget has been provided online at www.wichita.gov.

Analysis: The proposed 2016 operating budget totals $572,889,364. The inclusion of internal transactions and appropriated reserves increases this to $732,053,623. With the addition of Trust Funds, the City budget totals $825,847,929. The amount of taxes levied totals $104,321,633, including $77,163,694 for the General Fund and $27,157,939 for the Debt Service Fund. The total estimated mill levy of 32.651 mills remains unchanged from the 2015 Budget, subject to the County Clerk's finalization of the assessed valuation and the certification of the mill levies later this year. The Self-Supported Municipal Improvement District (SSMID) Fund is included in the proposed budget, with taxes levied totaling $566,313, assuming a mill levy rate of 6.082 mills, equal to the 2015 mill levy rate.

The 2016 Budget also includes a total of nine Tax Increment Financing (TIF) Funds, two environmental TIFs (Gilbert & Mosley and North Industrial Corridor) and seven economic development TIFs (East Bank, 21st & Grove, Old Town Cinema, Northeast Redevelopment, Ken Mar, Center City and Douglas and Hillside). A combined amount of $6,063,607 is estimated to be derived from property tax increments.

Jointly Funded Budgets - The General Fund includes City of Wichita contributions to the jointly funded City-County budgets, as identified in the table below. In 1958, the City and County originally agreed to split the costs of the Metropolitan Area Planning Department (MAPD) 50% City and 50% County. A revised agreement was reached in 1973, but continued the split of Planning Department costs at 50% City and 50% County.

2016 Proposed Budget	City Share	County Share	Other Revenue	Total Revenue
Flood Control	$1,091,129	$1,091,129	$0	$2,182,258
Metropolitan Area Planning	$740,341	$740,341	$180,054	$1,660,736

Annually, a joint agreement is approved by both the County Commission and the City Council based on agreed upon funding amounts. The County has not yet finalized its 2016 Adopted Budget, but the initial recommendation did not include full funding based on the City's 2016 Proposed Budget. At this time, the

Flood Control agreement is presented for approval; the MAPD agreement will be returned to the City Council for approval after the County contribution is finalized.

Use of WSU Mill Levy Funds - With the passage of KSA 76-3a07 in 1963, Wichita State University was included in the state regents system, and the City of Wichita implemented a 1.5 mill levy in support of the university. The levy is to be used to retire applicable debt, and to be used for purposes requested by the WSU Board of Trustees and approved by the City. In 1987, the City and County signed an interlocal agreement, shifting the mill levy from the City to the County. Since that time, the City approves the annual WSU request for the portion of the levy generated within the City of Wichita; with the County approving the request for the remaining mill levy funds. For 2016, the City portion of the County-wide levy is expected to total $5,806,912. The WSU request includes $2,044,560 for capital improvements, $3,234,102 for student support and $528,250 for other expenses.

Budget Administration - To implement the budget, staff will take steps as outlined on pages 43-44 of the 2016 Proposed Budget, to ensure that the policy direction of the City Council is implemented. These steps include: establishing expenditure control levels for each department; processing administrative budget adjustments in specific cases to implement City Council direction; transferring amounts between funds as included in the approved budget, subject to available funding; establishing authorized position counts based on positions approved and funded within the budget; and processing Internal Service Fund charges consistent with the budget and policy direction. After adoption of the budget by the City Council, staff will prepare and submit budget certification forms with necessary adjustments to comply with state requirements.

Adjustments for Transit - The 2016 Proposed Budget presented on July 14, 2015 was balanced, but would have required a significant service level changes in Transit operations. At that meeting, the City Council approved a plan to provide an additional $2 million for Transit services as a short-term solution for 2016. The 2016 Adopted Budget will reflect these changes, which will include reducing the fuel budget, shifting additional wages to grants, increasing local grant match funding, and loaning up to $298,236 from the Permanent Reserve Fund.

Financial Considerations: Approval of the publication of the notice of formal hearing on July 14, 2015 set the maximum dollars that may be expended in each fund. The City Council may reduce expenditures required (and proposed tax dollars to be levied), but may not increase expenditures previously established and published.

Legal Considerations: Publication requirements of State law for the final (formal) public hearing have been met. Following final Council action on the Proposed Budget, proper certification will be made of the property taxes to be levied in conformity with State law.

Recommendations/Actions: It is recommended that the City Council close the public hearing and:
(1) Approve the 2016 budgets and the second reading of the necessary budget ordinances, including those for the TIF Districts and the SSMID;
(2) Approve the use of local funds derived from property within the corporate limits for the Wichita State University Board of Trustees (Interlocal Agreement between the City and County);
(3) Approve necessary budget adjustments, expenditure control levels, and budget administration procedures;
(4) Approve the joint agreement for Flood Control; and
(5) Authorize staff to adjust the Transit budget to provide an additional $2 million for Transit Service in 2016.

Attachments:

WSU Mill Levy Budget 2016
Joint Sedgwick County/City of Wichita Agreement for Flood Control

CITY OF WICHITA 2016/2017 PROPOSED BUDGET

WICHITA STATE UNIVERSITY
WICHITA/SEDGWICK COUNTY 1.5 MILL LEVY BUDGET
AS PROPOSED BY WSU PRESIDENT AND BOARD OF TRUSTEES

	2016 PROPOSED CITY	2016 PROPOSED COUNTY	2016 PROPOSED TOTAL
Budgeted Revenues:			
Beginning Balance	0	0	0
Supplemental Mill Levy Taxes	225,000	75,000	300,000
Mill Levy Taxes	5,581,912	1,860,637	7,442,549
Total Budgeted Revenues	**5,806,912**	**1,935,637**	**7,742,549**
Budgeted Expenditures:			
Capital Improvement			
Debt Service*	1,429,263	476,421	1,905,684
National Center for Aviation Training	600,000	200,000	800,000
Building Insurance	15,297	5,099	20,396
Total Capital Improvement	**2,044,560**	**681,520**	**2,726,080**
Student Support			
Undergraduate Support	1,273,283	424,428	1,697,710
Urban Assistantships	37,918	12,639	50,557
Sedgwick County Scholars	1,647,967	450,656	2,098,623
Graduate Research Assistantships	160,617	53,539	214,156
Graduate Fellowships	114,317	38,106	152,423
Total Student Support	**3,234,102**	**979,367**	**4,213,469**
Economic and Community Development			
Interns-City/County	68,000	68,000	136,000
Business and Economic Research	112,500	37,500	150,000
City Government Services	80,000	0	80,000
County Government Services	0	80,000	80,000
Total Economic and Community Development	**260,500**	**185,500**	**446,000**
University Support Services			
Organization & Development	42,750	14,250	57,000
Total University Support Services	**42,750**	**14,250**	**57,000**
Contingency			
Contingency	225,000	75,000	300,000
Total Contingency	**225,000**	**75,000**	**300,000**
Total Budgeted Expenditures	**5,806,912**	**1,935,637**	**7,742,549**
Unencumbered Balance:	**0**	**0**	**0**

*The amount shown is net of anticipated contributions from the Engineering Expansion Grant within the Wichita State Innovation Alliance.

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: CON2015-00015 – City Conditional Use Request for a Nightclub on LI Limited Industrial Zoned Property Generally Located West of Hydraulic Avenue, between Indiana and Cleveland Avenues on the North Side of Central Avenue. (District I)

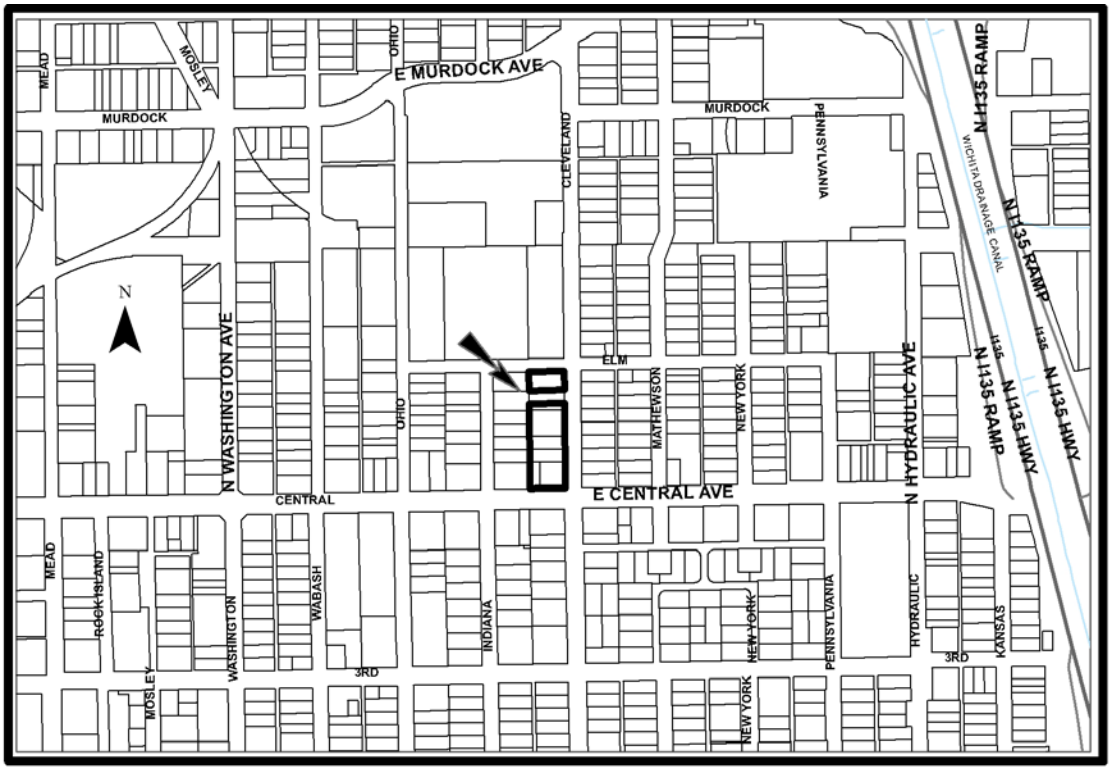
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-2).

DAB Recommendation: District Advisory Board I recommended denial of the request (6-3).

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



Background: The applicant proposes a nightclub in the city and an as needed event center for weddings, anniversaries, graduations, company celebrations, art shows, concerts and similar events on the Limited Industrial ("LI") zoned site. The possibility of the on-site serving and consumption of cereal malt beverages or alcoholic liquor and music and dancing defines the request as a nightclub in the city. Nightclubs are a permitted use in the LI zoning district. However, if a nightclub is located within 300 feet of a church or place of worship, public park, public or parochial school or a residential zoning district the Unified Zoning Code ("UZC") requires consideration of a conditional use. B Multi-Family Residential ("B") zoned single-family residences are located 65 feet east of the site, across Cleveland Avenue, thus the conditional use request. Approval of a nightclub would allow the applicant unlimited liquor sales. Approval of the request would appear to allow the first nightclub along this section of Central Avenue, as defined by Hydraulic Avenue on the east side to the raised railroad tracks and Santa Fe Avenue on the west side.

The one-acre plus site is located on the north side of Central Avenue and on the west side of Cleveland Avenue. The character of the surrounding area is a mixture of General Commercial ("GC") and LI zoned small commercial uses located along Central Avenue, with LI and GC zoned limited industrial uses located behind the commercial. LI zoning is the dominant zoning in the area. Development in the area includes, but is not limited to, a used car sales lot, offices, office-warehouses, small restaurants, auto repair, auto paint and body, a bike seller, etc. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area. Older (built 1910-1920) B, GC and LI zoned wood frame single-family residences are also located behind the commercial development along Central Avenue and to the west, east and north of the site. The residences in this area show significant decline. There are also vacant lots and vacant buildings located in the area. A cluster of B zoned brick duplexes (built 1940) are located a half-block south of the site, across Central Avenue. Three blocks southeast of the site, on the southeast side of Central and Pennsylvania Avenues, is the B and GC zoned Washington Elementary School with a significant recent, 2003, addition and improvements.

The applicant's site plan shows 103 parking spaces. An on-site inspection found 24 paved parking spaces. The rest of the proposed parking area is located on vacant, undeveloped lots. There are markers separating the applicant's proposed parking from another property owner's vacant, undeveloped property, which splits and separates the applicant's proposed parking. The UZC requires all parking areas, loading areas and driveways on all developments other than low-density residential developments to be surfaced with concrete, asphaltic concrete, asphalt or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash and other debris; a variance is required to waive this standard. The applicant does not give an occupancy limit for the proposed night club nor does the site plan give the size of the proposed nightclub. The UZC requires one parking space per two occupants for a nightclub; as presented the determination of required parking cannot be made at this time. The applicant owns several other buildings located on the east side of the proposed nightclub. These businesses or future businesses will need to share the parking that the applicant is proposing, which further complicates the determination of the final parking requirement.

Analysis: On July 6, 2015, District Advisory Board (DAB) I considered the conditional use request for a nightclub, with the flowing conditions:

A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review of the conditional use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by the Fire Department, and showing how much parking is required and provided for the nightclub and the applicant's other buildings and businesses.
B. No outdoor entertainment, music, no outdoor speakers, recreation, food or drink services are permitted on the site.
C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by the Department of Public

Works-Stormwater. All improvements for the nightclub shall be completed within one year of approval by the appropriate governing body or the conditional use shall be declared null and void.

D. The applicants shall comply with all applicable development standards of the Unified Zoning Code, including but not limited to parking, screening, and landscaping.
E. Occupancy for the nightclub hall shall not exceed the required parking for the nightclub and the applicant's other buildings and businesses.
F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of a nightclub in the City.
G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the conditional use is null and void.

There were several people spoke in support of the request. There were protesters at the DAB I meeting. Their issues with the proposed nightclub included: lack of adequate parking; increased traffic in the residential area; speeding; unattended children; loud noise; trash; drunk individuals wandering the neighborhood; bad experience with other neighborhood nightclubs including two homicides, and; one person has already been struck by a vehicle at this location.

DAB I had similar concerns and asked if the applicant would consider restrictions on the nightclub's hours of operation. The applicant declined to put restrictions on the hours of operation. DAB I also noted that even if this owner had good intentions, he could sell to anyone at any time and the Conditional Use would still be valid. DAB I voted 6-3 to <u>deny</u> the request Conditional Use request for a nightclub.

On July 9, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were protesters at the MAPC meeting. The protesters' issues with the nightclub were the same issues that were expressed at the July 6, 2015, DAB I meeting. The applicant agreed to the MAPC's additional conditions of restrictions on the nightclub's hours of operation and a condition to further minimize noise from the nightclub; listed below as conditions F and G. The MAPC voted 11-2 to <u>approve</u> the request with the following conditions:

A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review or the conditional use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by the Fire Department, and showing how much parking is required and provided for the night club and the applicant's other buildings and businesses.
B. No outdoor entertainment, music, no outdoor speakers, recreation, food or drink services are permitted on the site.
C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by the Department of Public Works-Stormwater. All improvements for the night club shall be completed within one year of approval by the appropriate governing body or the conditional use shall be declared null and void.
D. The applicants shall comply with all applicable development standards of the Unified Zoning Code, including but not limited to parking, screening, and landscaping.
E. Occupancy for the nightclub hall shall not exceed the required parking for the nightclub and the applicant's other buildings and businesses.
F. The nightclub shall close at 11:00 P.M., Sunday-Thursday. The nightclub shall stop selling and serving cereal malt beverage and alcoholic liquor at 12:00 A.M. and close at 12:30 A.M., Friday and Saturday.
G. The nightclub's door located nearest to residential development shall be marked and used as an emergency exit and shall remained closed, except for emergencies, at all times with the intent being to minimize the intrusion of noise, including music, on those residences located closest to the night club.
H. The applicant shall obtain, maintain, and comply with all applicable permits and licenses

necessary for the operation of a nightclub in the City.

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

Planning staff has received valid protests to the request that total 21.05 per cent of the of the land area located within 200 feet of the perimeter of the application area and appeals against the request from outside 200 feet. It takes six votes to overturn valid protests that are located within 200 feet of the perimeter of the application area.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the conditional use subject to the conditions enumerated, adopt the findings of the MAPC (requires six votes to overturn the protests) and sign the resolution, or 2) Deny the conditional use request by making alternative findings, and override the MAPC's recommendation (requires five votes to override the MAPC's recommendation), or 3) Return the conditional use request to the MAPC for reconsideration (requires four votes).

Attachments:

- MAPC minutes
- DAB memo
- Resolution
- Site plan
- Protest map

RESOLUTION No. 15-233

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A NIGHTCLUB ON APPROXIMATELY (+) ONE-ACRES ZONED LI LIMITED INDUSTRIAL ("LI"), GENERALLY LOCATED WEST OF HYDRAULIC AVENUE, NORTH OF CENTRAL AVENUE ON THE WEST SIDE OF CLEVELAND AVENUE, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Night Club, on approximately (+) one-acres zoned LI Limited Industrial ("LI") legally described below:

Case No. CON2015-00015

A Conditional Use to allow a nightclub, on approximately (+) one-acres zoned LI Limited Industrial described as:

Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 32, 34 and 36, on Cleveland Avenue, Corwin's Addition, all in Wichita, Sedgwick County, Kansas; generally located midway between Seneca and Meridian Streets, north of 53rd Street North and north of 57th Street North on the west side of Legion Street.

SUBJECT TO THE FOLLOWING CONDITIONS:

A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review or the Conditional Use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by Fire, and showing how much parking is required and provided for the night club and the applicant's other buildings and businesses.
B. No outdoor entertainment, music, no outdoor speakers, recreation, food or drink services are permitted on the site.
C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by Public Works/Stormwater. All improvements for the night club shall be completed within one year of approval by the appropriate governing body or the Conditional Use shall be declared null and void.
D. The applicants shall comply with all applicable development standards of the UZC, including but not limited to parking, screening, and landscaping.
E. Occupancy for the nightclub hall shall not exceed the required parking for the night club and the applicant's other buildings and businesses.

F. The nightclub shall close at 11 PM, Sunday-Thursday. The nightclub shall stop selling and serving cereal malt beverage and alcoholic liquor at 12 AM and close at 12:30 AM, Friday and Saturday.
G. The nightclub's door located nearest to residential development shall be marked and used as an emergency exit and shall remained closed, except for emergencies, at all times with the intent being to minimize the intrusion of noise, including music, on those residences located closest to the night club.
H. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of a nightclub in the City.
I. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

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

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

August 11, 2015.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Jennifer Magana, City Attorney and Director of Law

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Janet Johnson, Office of Community Engagement

SUBJECT: CON 2015-00015 Conditional Use to allow a nightclub within 300 feet of a residential zoning district

DATE: July 7, 2015

On Monday, July 6, the District I Advisory Board considered a request for a Conditional Use to allow a nightclub within 300 feet of a residential zoning district generally located west of Hydraulic Avenue, between Indiana and Cleveland Avenues on the north side of Central Avenue

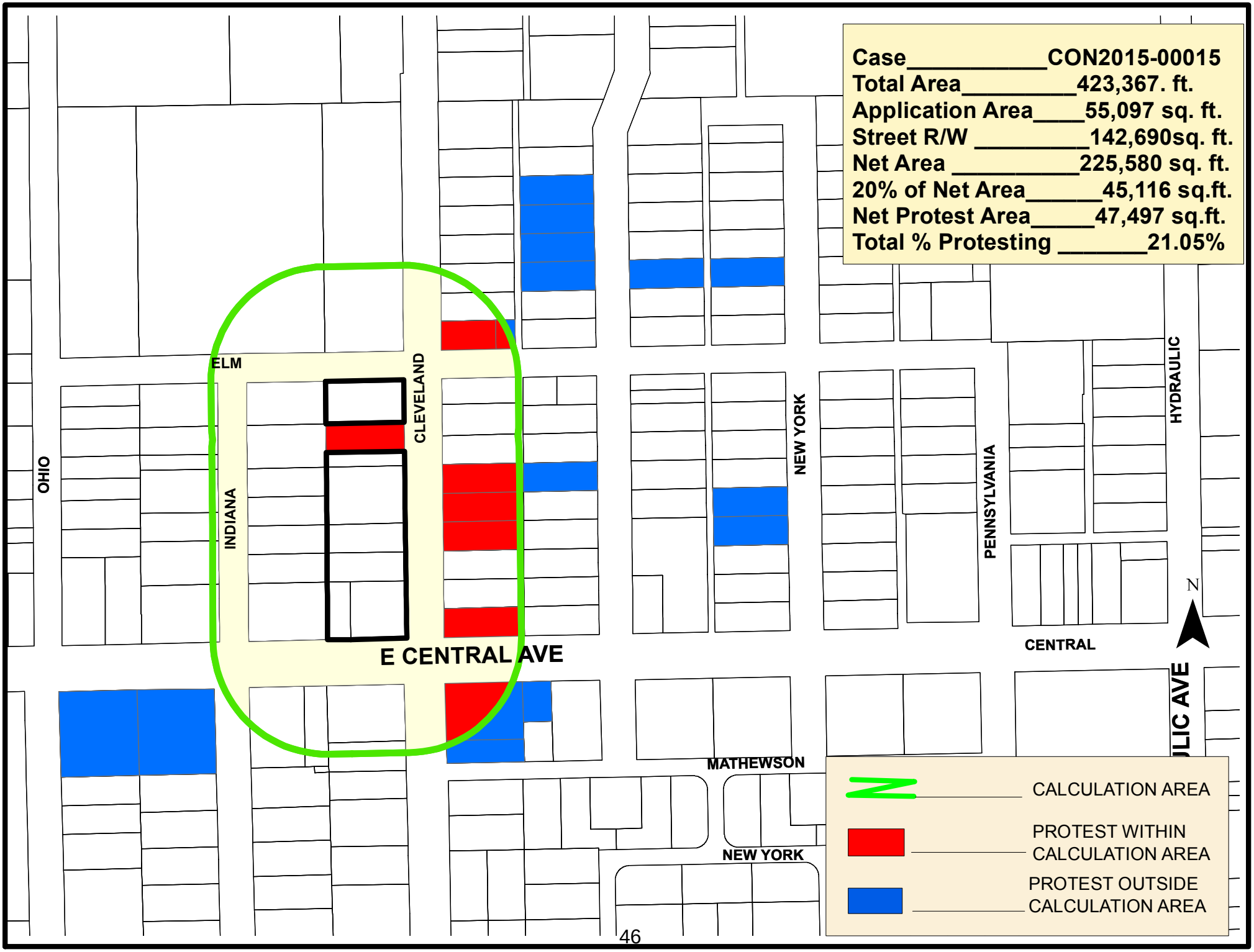
A number of neighborhood residents attended the meeting to express concerns which included:

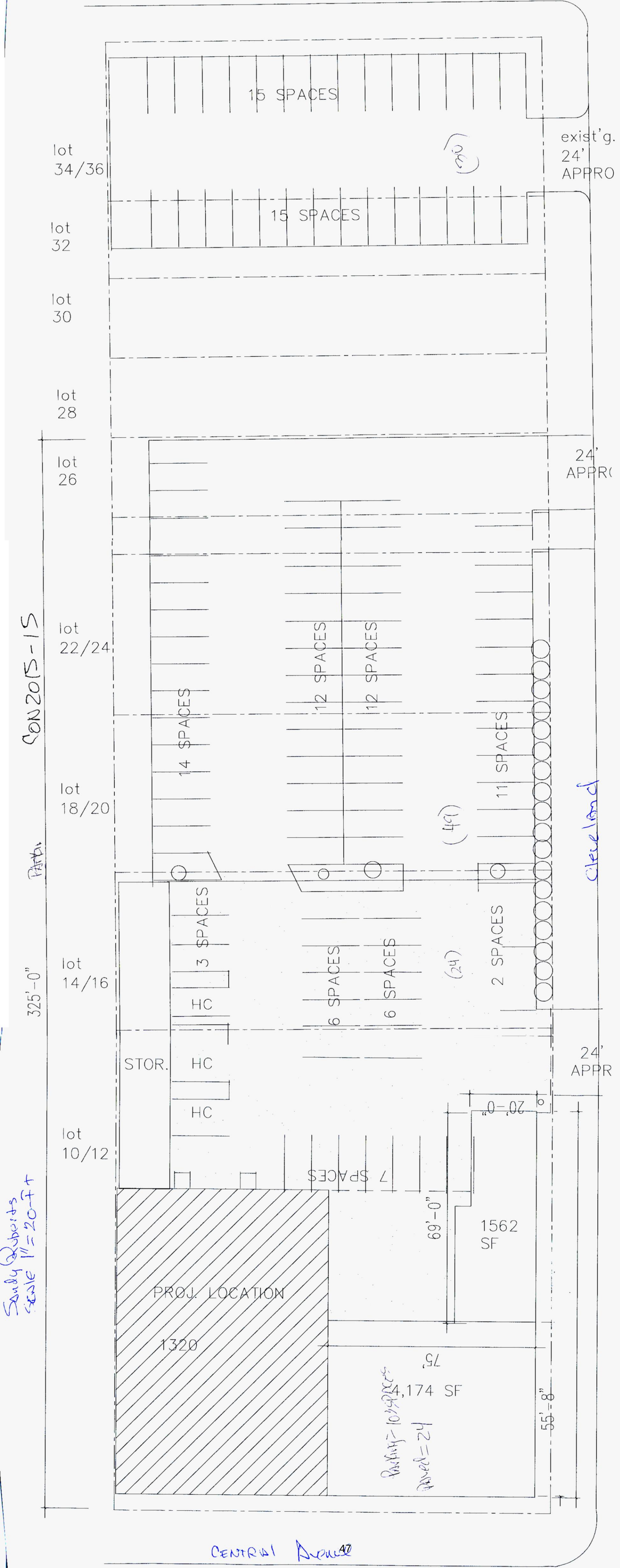
- Lack of adequate parking
- Increased traffic in the residential area
- Speeding
- Unattended children
- Loud noise
- Trash
- Drunk individuals wandering the neighborhood
- Bad experience with other neighborhood nightclubs including two homicides
- One person has already been struck by a vehicle at this location

DAB members had similar concerns and additionally:

- Even if this owner has good intentions, he could sell to anyone at any time and the Conditional Use would still be valid
- Would the applicant consider a time limit such as midnight?

Action Taken: Wilson/Wynne made a motion to recommend denial of the Conditional Use request. Motion carried 6-3.


Case_____CON2015-00015
Total Area_____423,367. ft.
Application Area____55,097 sq. ft.
Street R/W _____142,690sq. ft.
Net Area _____225,580 sq. ft.
20% of Net Area_____45,116 sq.ft.
Net Protest Area_____47,497 sq.ft.
Total % Protesting _____21.05%
ELM
CLEVELAND
OHIO
INDIANA
NEW YORK
PENNSYLVANIA
HYDRAULIC
N
CENTRAL
E CENTRAL AVE
MATHEWSON
NEW YORK
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA


15 SPACES
15 SPACES
lot 34/36
lot 32
lot 30
lot 28
lot 26
lot 22/24
lot 18/20
lot 14/16
lot 10/12
exist'g. 24' APPRO
24' APPR(
24' APPR
14 SPACES
12 SPACES
12 SPACES
11 SPACES
3 SPACES
HC
6 SPACES
6 SPACES
2 SPACES
STOR.
HC
HC
7 SPACES
20'-0"
69'-0"
1562 SF
PROJ. LOCATION
1320
75'
4,174 SF
55'-8"
325'-0"
CON 2015-15
Cleveland
CENTRAL AVENUE

EXCERPT MINUTES OF THE JULY 9, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CON2015-00015 (deferred from 5-21-15) - Armando Michel (applicant/owner) Ted Knopp (agent) request a City Conditional Use request for a nightclub on LI Limited Industrial zoned property on property described as:

2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 32, 34 and 36, on Cleveland Avenue, Corwin's Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant proposes a nightclub in the city and an as needed event center for weddings, anniversaries, graduations, company celebrations, art shows, concerts and similar events on the LI Limited Industrial zoned site; see Exhibit B. These events could have the serving of food and cereal malt beverage or alcoholic liquor. The possibility of the on-site serving and consumption of cereal malt beverage or alcoholic liquor and music and dancing defines the request as a nightclub in the city. Nightclubs are a permitted use in the LI zoning district. However, if a nightclub is located within 300 feet of a church or place of worship, public park, public or parochial school or residential zoning district the Unified Zoning Code (UZC) requires consideration of a Conditional Use. A LI zoned church abuts the northwest side of the site and B Multi-Family Residential zoned single-family residences are located 65 feet east of the site, across Cleveland Avenue, thus the Conditional Use request. Approval of a nightclub would allow the applicant unlimited liquor sales. Approval of a night club would appear to allow the first nightclub along this section of Central Avenue, as defined by Hydraulic Avenue on the east side to the raised railroad tracks and Santa Fe Avenue on the west side.

The one-acre plus site is located on the north side of Central Avenue and on the west side of Cleveland Avenue. The character of the surrounding area is a mixture of GC General Commercial and LI zoned small commercial uses located along Central Avenue, with LI and GC zoned limited industrial uses located behind the commercial. LI zoning is the dominant zoning in the area. Development in the area includes, but is not limited to, a used car sales lot, offices, office-warehouses, small restaurants, auto repair, auto paint and body, a bike seller, etc. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area.
Older (built 1910-1920) B, GC and LI zoned wood frame single-family residences are also located behind the commercial development along Central Avenue and to the west, east and north of the site. The residences in this area show significant decline. There are also vacant lots and vacant buildings located in the area. A cluster of B zoned brick duplexes (built 1940) are located a half-block south of the site. Three blocks west of the site, on the southeast side of Central and Pennsylvania Avenues, is the B and GC zoned Washington Elementary School with a significant recent, 2003, addition and improvements.

The applicant's site plan shows 103 parking spaces. An on-site inspection found paved parking of maybe 24 spaces. The rest of the proposed parking area is vacant except for markers separating the applicant's proposed parking from another property owner's vacant property, which splits/separates the applicant's proposed parking. This separation means that the north most parking area will not have direct access to an arterial road, Central Avenue, but will access off of the residential streets, Cleveland Avenue and Elm Street. The UZC requires all parking

areas, loading areas and driveways on all developments other than low-density residential developments to be surfaced with concrete, asphaltic concrete, asphalt or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash and other debris; a variance is required to waive this standard. The applicant does not give an occupancy limit for the proposed night club nor does the site plan give the size of the proposed nightclub. The UZC requires one parking space per two occupants for a nightclub; as presented the determination of required parking cannot be made at this time. The applicant owns several other buildings located on the east side of the proposed nightclub. These businesses or future businesses will need to share the parking that the applicant is proposing, which further complicates the determination of the final parking requirement.

CASE HISTORY: The Conditional Use application area, Lots 2-26 (even), and Lots 32, 34 and 36, all on Cleveland Avenue, Corwins Addition, was recorded with the Register of Deeds on April 29, 1886. The proposed nightclub building was built in 1955. CON2004-00042 was a Conditional Use request to allow a nightclub within 200 feet (the standard at the time) of a residential zoning. Planning recommended denial of the request and the MAPC denied the request at the January 27, 2005 meeting. At the time of the CON2004-00042 request, the application area was permitted for a dance hall/cabaret, but could not sell or serve alcohol. The current UZC (July 9, 2009) does not define a dance hall or cabaret.

Staff has received calls protesting the use. The applicant has provided a list of 16 businesses/individuals that support the applicant's 'Request to support improvements on 1320 E Central' form letter; Exhibit A. 14 of those supporters are not listed on the ownership/notification list of those property owners located within 350 feet of the subject property.

ADJACENT ZONING AND LAND USE:

NORTH:	LI, GC, B	Steel products facility and storage, vacant land, single-family residences, vacant residences
SOUTH:	LI, GC, B	Vacant building, small restaurants, auto repair, auto body and paint, small offices, office-warehouse, small retail, duplexes
EAST:	B, GC, LC	Single-family residences, vacant land and buildings, church, vehicle sales, small offices, small retail
WEST:	LI	Office-warehouse, single-family residences, church, vacant land, public school

PUBLIC SERVICES: The subject property fronts Central Avenue, which is a five-lane arterial street with an 80-foot right-of-way at this location. Cleveland and Mathewson Avenues are local streets with a 60-foot right-of-way. The 2030 Transportation Plan designates that Central will remain a five-lane arterial. The subject property has all other public utilities.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Map of the Comprehensive Plan" identifies the portion of the site where the building is located as appropriate for "local commercial" development and most of the parking area as appropriate for "employment/industrial" development. Local commercial development does not have a significant regional draw that generates a high volume traffic. The range of uses include medical

or insurance offices, auto repair and service stations, grocery stores, restaurants and personal service facilities. Employment/industrial development has concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The site's LI zoning is appropriate for employment/industrial category, but it is not appropriate for local commercial development, which is what the building site is categorized. Because the proposed nightclub is located within 300 feet of a church and B zoned single-family residences a Conditional Use is required.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The Comprehensive Plan Objective II.B. is to "Minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments." Most of the site will have direct access onto the arterial street Central Avenue. However another property owner's vacant property, splits/separates the applicant's proposed parking. This separation means that the north most parking area will not have direct access to an arterial road, Central Avenue, but will access off of the residential streets, Cleveland Avenue and Elm Street.

The site is located within the "McAdams Neighborhood Revitalization Plan," which shows the portion of the site fronting Central Avenue as suitable for 'general retail' and the parking area as 'general industrial/warehousing.' The site's LI zoning is less restrictive the Plan's general retail designation but is a match for the Plan's general industrial/warehousing designation. The proposed night club fits into either of the Plan's use designations with consideration of a Conditional Use.

RECOMMENDATION: Protesters have contacted the MAPD in opposition to the requested Conditional Use for nightclub. Opposition cites concerns regarding the potential for illegal and dangerous activity from the proposed nightclub and associated parking. Since the previous request for a nightclub at this site, CON2004-00042, the most recent development in the area appears to remain the 2003 investment into Washington Elementary School. Improvements in the surrounding housing appears to be minimal resulting in a B, GC and LI zoned deteriorating residential neighborhood that could be absorbed by surrounding commercial and industrial uses in the future. Based upon information available prior to the public hearings, planning staff recommends that the request for a Conditional Use for a night club in the city be APPROVED, with the following conditions:

A. The site for a nightclub shall be developed in conformance with an approved site plan. A site plan must be approved within 90 days of approval by the appropriate governing body for review of the Conditional Use shall be declared null and void. The site plan shall include, but not limited to, the occupancy of the nightclub (and the size), as posted by the Fire Marshall (see condition E), landscaping, internal circulation and access as approved by Fire, and showing how much parking is required and provided for the night club and the applicant's other buildings and businesses.
B. No outdoor entertainment, music, no outdoor speakers, recreation, food or drink services are permitted on the site.

C. Activities for the nightclub shall not be permitted until all required permits and inspections for the facility are finished including the paving and marking of the parking lot. Plans for the paving of the parking lot will include a drainage plan reviewed and approved by Public Works/Stormwater. All improvements for the night club shall be completed within one year of approval by the appropriate governing body or the Conditional Use shall be declared null and void.
D. The applicants shall comply with all applicable development standards of the UZC, including but not limited to parking, screening, and landscaping.
E. Occupancy for the nightclub hall shall not exceed the required parking for the night club and the applicant's other buildings and businesses.
F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of a nightclub in the City.
G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The character of the surrounding area is a mix of LI, GC, and B zoned commercial, limited industrial and residential (mostly single-family) uses. A LI zoned steel products facility and storage yard is located north and northwest of the site, across Elm Street, and is the largest development in the area. Since the previous request for a nightclub at this site, CON2004-00042, the most recent development in the area appears to remain the 2003 investment into Washington Elementary School. Improvements in the surrounding housing (built 1910-1920) appears to be minimal resulting in a small B, GC and LI zoned deteriorating residential neighborhood that could be absorbed by surrounding commercial and industrial uses in the future.

2. The suitability of the subject property for the uses to which it has been restricted: The site is currently vacant and zoned LI which can accommodate office, retail, commercial and industrial land uses. Because the proposed night club is located within 300 feet of a church and B zoned single-family residences consideration of a Conditional Use is required.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Currently the sale of alcoholic beverages is prohibited on this site. Approval of this request would allow for unlimited liquor sales, which could have detrimental impacts on the surrounding residences, considering their proximity to the proposed nightclub and associated parking.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide Map of the Comprehensive Plan" identifies the portion of the site where the building is located as appropriate for "local commercial" development and most of the parking area as appropriate for

"employment/industrial" development. Local commercial development does not have a significant regional draw that generates a high volume traffic. The range of uses include medical or insurance offices, auto repair and service stations, grocery stores, restaurants and personal service facilities.

Employment/industrial development has concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The site's LI zoning is appropriate for employment/industrial category, but it is not appropriate for local commercial development, which is what the building site is categorized. Because the proposed night club is located within 300 feet of a church and B zoned single-family residences a Conditional Use is required.

The site is located within the "McAdams Neighborhood Revitalization Plan," which shows the portion of the site fronting Central Avenue as suitable for 'general retail' and the parking area as 'general industrial/warehousing.' The site's LI zoning is less restrictive the Plan's general retail designation but is a match for the Plan's general industrial/warehousing designation. The proposed nightclub fits into either of the Plan's use designations with consideration of a Conditional Use.

A consideration for the denial of CON2004-00042 was that a portion of the site was designated as appropriate for 'low density residential' development on the "2001 Wichita Land Use Guide of the Comprehensive Plan." The "2030 Wichita Functional Land Use Guide Map of the Comprehensive Plan" has changed that designation as appropriate for "employment/industrial" development. This change is reflecting the "McAdams Neighborhood Revitalization Plan's" designation of general industrial/warehousing uses. This change may also be in recognition that because of the area being zoned predominately LI, low density residential development is unlikely because of close proximity to industrial zoning and uses.

5. Impact of the proposed development on community facilities: It is possible that approval of this request could result in an increased demand for police services.

BILL LONGNECKER, Planning Staff presented the Staff Report. He reported that at the July 6, 2015 DAB I meeting there was quite a bit of dialogue regarding impact of a nightclub in the City and a special events center serving alcohol and food with live entertainment and music. The DAB concluded that the event center would be more of a nuisance than benefit in the neighborhood and recommended denial of the application by a vote of 6-3.

RICHARDSON said there was some confusion regarding a part of the building on Central being or not being part of the nightclub (the address was1322 Central). He also requested clarification that none of the parking has access to an arterial street.

LONGNECKER said that was true about the parking not having access to an arterial street. He referred to the aerial and mentioned that the applicant owned other spaces in the strip; however, the nightclub will only occupy some of the area. He said parking will have to address not only the nightclub but also some type of retail space. He said staff was unable to determine the exact

number of parking spaces required at this time and will be working with the applicant to nail that down. He said the Fire Department did not want to put an occupancy number on the nightclub until the use was determined and the occupancy will dictate parking requirements.

RICHARDSON asked then the case as presented would allow all of the building to be used as a nightclub if there was sufficient parking.

LONGNECKER said the nightclub would only include those buildings on the site plan, but it could include all of the buildings.

RICHARDSON clarified that parking for a nightclub was one space for every two people. He also asked about any screening requirements for the parking.

LONGNECKER said that calculation on the parking was correct. He added that occupancy will be limited to what parking the site could support. He mentioned the case history and the problems with the previous conditional use at this site. He said the neighbors and DAB expressed the same concerns regarding parking. He said the applicant will have to provide solid screening and landscaping between the parking and SF-5 zoning to the west. He said there is no screening requirement where the property abuts LI.

RICHARDSON asked about the calls received by staff on the application.

LONGNECKER commented that only two of the support letters provided by the applicant were from property owners located within the area. He said one protest was from a property owner who owned multiple properties in the area. He said a neighborhood association, church and surrounding neighbors protested the application at the DAB meeting. He said until formal (written) protests are received, staff will not be able to determine if the protests are within or outside the designated protest area.

TED KNOPP, 7117 E. CHELSEA, AGENT FOR THE APPLICANT, EL VAQAUERO FAMILY AND FRIENDS, LLC, (ARMANDO MICHEL, JUANA GILLIS AND JORGE ROJAS) said they are looking at having an event center with broader capabilities. He mentioned that one of the applicants wants to gather with other Mexicans to enjoy food and music and said there is usually alcohol involved at these gatherings. He said the event center will host staged events on the weekends and evenings including quinceaneras, weddings, graduations, family reunions, etc. He said they would also like to have a Mexican luncheon buffet during the noon hour. He said on the nights where there are no reservations, they would like to have live music of some sort.

KNOPP said there are mixed uses in the neighborhood and mentioned a former beautify shop along Cleveland. He said there is also a tee shirt shop that is made available to local artists and students from WSU to learn graphic design and tee shirt production. He said the applicant tried to run a tee shirt shop that was not very successful, so the space has been made available as a community resource for local artists. He said the applicant is willing to agree to any restrictions that are consistent with the intended use as a community center. He said they agree to limit the use to the part of the building shown on the site plan and cut off alcohol sales at midnight.

KNOPP mentioned the letters of support obtained by the applicant from members of the Hispanic community and others. He said the applicant has secured additional land for parking and referred to the aerial of the area where the applicant has purchased additional land. He said the applicant was surprised at the opposition received at the DAB meeting. He said one of the objections was noise and that the north door was open and music was spilling out onto the parking lot. He said they are working on an entrance on the Central side of the building and that they intend to close off the north door other than for emergency access. He said other neighbors and the neighborhood association said as long as alcohol is involved they didn't want anything to do with the application. He said one DAB members asked about the new BYOB law effective July 1, 2015 and whether that would impact the application. He referred to a copy of the Senate House Bill 2223 provided to the Planning Commission as a handout. He said his response to the neighbors concern is with the passage of this bill, there can probably be alcohol at any event. He said with the full regulations of a nightclub and the need for a liquor license, the applicant can control consumption of alcohol on the premises much better. He said by obtaining a liquor license, the applicant consents to the WPD entering the premises at any time.

KNOPP requested an additional three minutes to finish his presentation.

WARREN suggested that if the applicant needed an additional three minutes, that the Commission hear from the audience and then extend the applicant's rebuttal time. It was the general consensus of the Commission that was acceptable.

PASTOR JOHN REDDICK, 1510 E. 9TH STREET said he is Pastor of the church located at 956 N. Mathewson. He said parking is an issue and a pedestrian has been hit at the location crossing the street. He said the parking lots, that are grass and dirt, get filled up. He said the neighborhood has had problems in the past with private nightclubs and mentioned that a woman was murdered in the area. He said they do not support alcohol period and they do not want nightclubs in their neighborhood. He said he believes a lot of the information provided is misleading and referred to page 3 of the Staff Report where he said it mentions baptisms, weddings, etc. but there is no mention of a nightclub. He said the tee shirt shop is never open. He said they are trying to change the neighborhood to a nice livable place and a nightclub is not suitable.

JANET REDDICK, 1510 E. 9TH STREET, PRESIDENT, MCADAMS NEIGHBORHOOD ASSOCIATION said they are fighting a battle to get clubs out of their neighborhood. She said the tee shirt shop has never been open. She said when she informed the owner about the woman being hit by a car, he told her she was a black lady and she didn't belong there. She said the woman couldn't see to cross the street because the cars are lined up along the street. She said this location is not suitable for a nightclub. She said they are trying to turn this into a decent neighborhood and they need things like commercial stores and restaurants. She said they want clubs out of their neighborhood.

ALLISON SHELLMAN, 624 N. CLEVELAND said she has lived in the area for 24 years and owns another house at 530 N. Indiana that directly abuts the club's parking lot that she and her family are getting ready to move into. She said they have issues with people parking on their lot. She also mentioned that the woman who was hit was not African American but was a lady that was attending an event at the club. She said the parking is horrendous and the noise, which they hear on a regular basis even on the next block is obnoxious. She said at these events there also

seems to be a lot of young children that no one seems to monitoring because they are running all over the neighborhood. She said she is surprised they haven't been hit by a car. She said the support letters provided say nothing about a nightclub, and all the support letters come from business owners, she didn't see any letters from residential property owners who will be there after 5:00 p.m. She said the applicant already hold events there; there is already alcohol there so it is already a nuisance for the people living nearby. She said adding a nightclub will only make matters worse. She mentioned other clubs that used to be in the neighborhood and what a nightmare it was for the neighbors with drunken people knocking on their door at midnight on a regular basis. In addition, she said WPD was out there all the time. She said she doesn't see where this is going to be any different. She requested that they take this nightclub to Old Town instead of where she lives.

MATTHEW CLAGG, 427 N. OLIVER said he was present to represent the arts and creative community and, in particular, the all ages music community. He said access to live music for anyone under 21 is severely limited because the bars and clubs downtown have an age restriction. He mentioned hosting ICT Fest starting in 2004 to serve younger bands including high school level and below. He said hearing a broad diversity of music at an early age helps children develop their artistic and creative abilities. He said the applicant has opened up the space to them. He said previously they have had to use parking lots, warehouses, art studios, etc., but they would like to hold the festival at this location this year. He said bands would get to play at this venue that would not be able to play anywhere else and get exposure to large crowds.

CLAGG concluded by mentioning that any screen printing shop doesn't normally operate as a storefront. He said they take orders, manufacture the tee shirts and deliver them. He said the screen printing and embroidery equipment is another huge asset to the creative community. He said artists and bands can make their own merchandise. He said he does not believe this will be a downtown nightclub where people will be drinking until 2:00 a.m., but a place for the community to gather and celebrate events with music and creative arts. He asked the Commission to support that.

_____3020 N. FAIRVIEWsaid she lives across the street from Cortez Mexican Restaurant. She said since that was turned into a nightclub, none of the residents have had any incidents. She said there is a little noise when her windows are open. She said she also represents a community of resident artists from local high schools and WSU who use the tee shirt shop space for workshops where they create all kinds of art. She said the applicant has allowed them to use the building for that. She said this building looked really bad and the applicant did an amazing job fixing it up inside. She said if he fixes the building the way he intends to, it will beautify the neighborhood. She concluded by saying that the applicant lets artists use this venue who could not afford to go anywhere else.

RAYMOND SHELLMAN, 624 N. CLEVELAND asked that the Commission deny the applicants request for a nightclub in a residential neighborhood. He said this neighborhood is predominantly residential; there is an elementary school three blocks away. He said there are some businesses to the west; however, they are closed at 5:00 or 6:00 p.m. and are not open during the hours the applicant wants to be open so he doesn't feel like this impacts them, but it will impact the residents in the area. He said traffic is a problem along Cleveland and this will

aggravate that. He said they don't feel comfortable with their children and others playing in their own front yards. He said when they have events at the venue; traffic comes down the street in a procession. He mentioned crime statistics and that nightclubs and bars increase crime and violent crime. He said they don't believe fencing or screening will help that. He said noise is currently a problem and they get woken up at 1:00 – 2:00 a.m. on a regular basis. He said he and his wife own property adjacent to the parking lot and said statistics show that most of the problems at bars and nightclubs happens in the parking lot. He said he would rather not have that directly behind the house he is going to move into. He asked if the applicant would want a nightclub or bar across from his residence. He mentioned problems they have had with clubs in the area in the past and how the WPD canvassed the neighborhood to try to get people to complain so the clubs would be shut down. He said if the applicant moved 4-5 blocks to the southwest, they would be in Old Town which would be a perfect environment for what he wants to do.

CHAIR GOOLSBY asked staff for clarification that in order to have live music, the applicant has to apply for a conditional use permit for a nightclub.

MILLER said also if alcohol is being served, that is correct.

MOTION: To give the applicant five minutes rebuttal time.

WARREN moved, **B. JOHNSON** seconded the motion, and it carried (13-0).

FOSTER explained that the applicant can speak within the rebuttal period.

KNOPP commented that four people spoke in opposition. He said two of them were married and two of them objected to alcohol of any kind. He said they have moved into a house that is zoned LI and then are asking the Commission to protect the quality of their neighborhood. He said the applicant has lots of support from people who would like to see this happen. He said this is a commercial building that has struggled to find a productive use located on Central Avenue not Elm or Indiana. He said there is no limitation on the number of cars that can park on a public street. He said this can be a vibrant development that enhances and creates opportunities for that block. He said he sees very limited opposition but great public support for the project. He said submitting to the full regulations as a nightclub allows for this operation to be supervised and monitored; and, if there is a problem, to be shut down just as the former clubs in the area. He said if this is subject to lower regulation, it may be harder to address concerns of the neighborhood. He said Mr. Michel and his partners want this to be a nice, family-oriented venture and would be open to any reasonable restrictions to implement their plans. He concluded by saying that in an LI area, fronting Central with lots of parking it seems unreasonable to deny a proposed use that is consistent with the UZC.

ARMANDO MICHEL, 6014 W. 34TH STREET said the person who hit the lady crossing the street had nothing to do with any event at the location. He said as far as the noise is concerned, once they have the door open in the front, they will close the back door to reduce noise.

MICHEL mentioned that he was an electrical engineer from Mexico who came to the United States in 1997 and worked as a gasoline engineer, traveling all over the county and living in San Antonio for nine years. He said Hispanics work hard and they like big getting togethers. He said he believes they deserve a place to get together. He said he bought the property in 2010 and has made improvements over the last five years working with his own money. He said this will be a family oriented business.

RICHARDSON asked if the applicant planned on using the southeast corner of Elm and Cleveland for parking to increase the size of the club.

KNOPP responded no, that there were practical limitations against doing that including that it is not zoned properly.

RICHARDSON asked staff if the property could be used for parking for the club.

LONGNECKER said it would require a conditional use permit because it is currently zoned B Multi-family Residential.

RICHARDSON asked about alcohol sales stopping at midnight and how the new law impacts that.

KNOPP said all alcohol will have to stop being served at midnight.

JEFF VANZANDT, ASSISTANT CITY ATTORNEY said House Bill 2223 does not preempt the City Ordinance regarding this issue. He said currently no BYOB is allowed under City Ordinance. He added that a revised Ordinance is being prepared to go to the City Council in early August. He said the language in the bill is a bit vague. He said this State Statue currently is not effective within the City limits of Wichita.

KNOPP apologized and said he didn't mean to misrepresent anything. He said one of the ways to avoid that liberalization was to put the applicant under the complete control of the City rules and regulations that apply to nightclubs.

DENNIS asked if the applicant was willing to add a stipulation to stop serving alcohol at midnight or earlier on week days.

KNOPP said he didn't have a response to that.

DENNIS commented that the conditional use permit goes with the property, and he is concerned that if for some reason this enterprise goes out of business and someone else takes it over, then it is officially a nightclub. He said he was thinking about how they could make this happen, but put limitations on it so it is not as attractive to someone else to run as a nightclub.

KNOPP asked if he could confer with his client.

Responding to a question, **MILLER** clarified that a conditional use permit runs with the land.

RICHARDSON asked for clarification that they would close at midnight or limit alcohol sales until midnight.

KNOPP said they plan on cessation of alcohol sales at midnight.

WARREN clarified that the applicant would be willing to put the condition of closing the back entrance and using it only for emergencies as a way to reduce noise in writing as part of the conditions of approval.

KNOPP responded yes.

WARREN asked about limiting hours of operation. He said he likes that idea.

J. JOHNSON asked about required parking on site and the capacity of the building.

KNOPP explained that they don't have that number yet. He said Mr. Michel has bought property in the area to accommodate parking.

RICHARDSON asked how occupancy was determined.

LONGNECKER explained that building occupancy is established by the Fire Marshall and parking requirements will be determined by that occupancy. In addition, he mentioned that there are two other store fronts that hopefully at some point will be occupied. He said on-site parking will have to accommodate those store fronts also.

J. JOHNSON asked about leasing parking.

LONGNECKER said you can lease parking within 600 feet of the establishment.

RICHARDSON asked if the Fire Department says the building has a larger capacity than there is parking, does that limit the capacity of the nightclub to whatever the parking will support. He said from what staff is saying, this sounds like a circular argument.

LONGNECKER said the applicant could remedy the parking issue with a variance or administrative adjustment.

DAILEY asked about City laws regarding noise and loud music.

MILLER said the City has a Noise Ordinance that prescribes various decibel levels based on the zoning district and uses. He said someone would have to complain and then City staff would go out and check the ambient noise level.

DENNIS asked for clarification of the site plan. He asked what happens if the applicant wants to expand.

LONGNECKER said they would have to come back to this body and DAB and request an amendment to the site plan.

RICHARDSON asked about closing at 11:00 p.m. during the week and midnight on weekends.

KNOPP said the applicant will agree to stop serving alcohol at 11:00 p.m. Monday – Thursday and midnight on weekends.

RICHARDSON asked about closing the building at midnight on the weekends.

KNOPP said if they close the building at midnight, they will have to stop serving alcohol earlier.

RICHARDSON said you can also order three drinks at midnight and stay for another two hours. He said the only way to limit this, in his opinion, was to close the doors at midnight and disburse the crowd. Otherwise people will be there until 2:00 a.m. in the morning.

KNOPP said the applicant is willing to close the doors at midnight even though it might be problematic.

VANZANDT mentioned that the applicant will have to obtain a license and the license states that they can operate until 2:00 a.m. in the morning. He said he does not know if the conditional use limitation will override the provision provided by the City license.

GOOLSBY said it has worked with other venues and the Planning Commission has done this before.

> **MOTION:** To approve subject to staff recommendation, abating noise by creating an emergency exit only on the back of the property, hours of operation to 11:00 p.m. Sunday – Thursday and 12:30 p.m. on Friday and Saturday and stopping all alcohol sales at midnight on the weekends.
>
> **WARREN** moved, **B. JOHNSON** seconded the motion.

FOSTER clarified that there is no access to arterials from the parking lot. He asked staff to briefly review the parking issue.

LONGNECKER briefly explained that none of parking lot has access to an arterial. He said the Fire Marshall was not willing to give an occupancy number until definition of the use has been established. He the way the Staff Report is worded, occupancy will determine how much parking is going to be needed. He said if occupancy exceeds available parking, the applicant can acquire other parking spaces on other properties or request an administrative adjustment or variance to reduce the parking requirement.

MILLER STEVENS clarified that without the conditional use the applicant can continue to operate as a restaurant and event center; the conditional use allows the sale of alcohol.

LONGNECKER said the conditional use for the event center would allow alcohol sales, music and dancing.

GOOLSBY clarified and that is what makes it a nightclub. He said just because it is defined as a nightclub; doesn't necessarily make it a nightclub.

LONGNECKER mentioned that the applicant did not offer any restrictions on the hours and days it was going to operate. He said the applicant was asked about closing at midnight at the DAB meeting, but declined to do that at that time.

The **MOTION** carried (11-2). **FOSTER** and **MILLER STEVENS** – No.

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 11, 2015

a. Stormwater Sewer #681 to serve Fox Ridge Plaza Addition (south of 37th Street North, east of Maize) (468-84952/751535/485426) Does not affect existing traffic. (District V) - $349,000.00

To be Bid: July 10, 2015

PRELIMINARY ESTIMATE of the cost of:
Stormwater Sewer #681 to serve Fox Ridge Plaza Addition
(south of 37th Street North, east of Maize)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS		
1	Inlet, Curb (Type 1) (L=5' W=3')	7	ea
2	Inlet, Curb (Type 1) (L=5' W=4')	4	ea
3	Inlet, Curb (Type 1) (L=5' W=5')	2	ea
4	Inlet, Curb (Type 1) (L=10' W=5')	1	ea
5	MH, Standard SWS (5')	2	ea
6	MH, Standard SWS (8')	1	ea
7	Fill, Flowable	340	lf
8	15" SWS	411	lf
9	18" SWS	47	lf
10	24" SWS	566	lf
11	30" SWS	577	lf
12	36" SWS	223	lf
13	42" SWS	578	lf
14	Rip Rap, Light Stone	29	sy
15	Concrete Ditch Liner Transition	1	LS
16	Site Clearing	1	LS
17	Site Restoration	1	LS
18	Seeding, Temporary	1	LS
	MEASURED QUANTITY BID ITEMS		
19	BMP, Construction Entrance	1	ea
20	BMP, Curb Inlet Protection	14	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $349,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

485426 (751535) 468-84952
Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer Improvements to Hawthorne Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signatures on the petition represent 100% of the improvement district. The petition is requirement for a lot split and is valid per Kansas Statute 12-6a01.

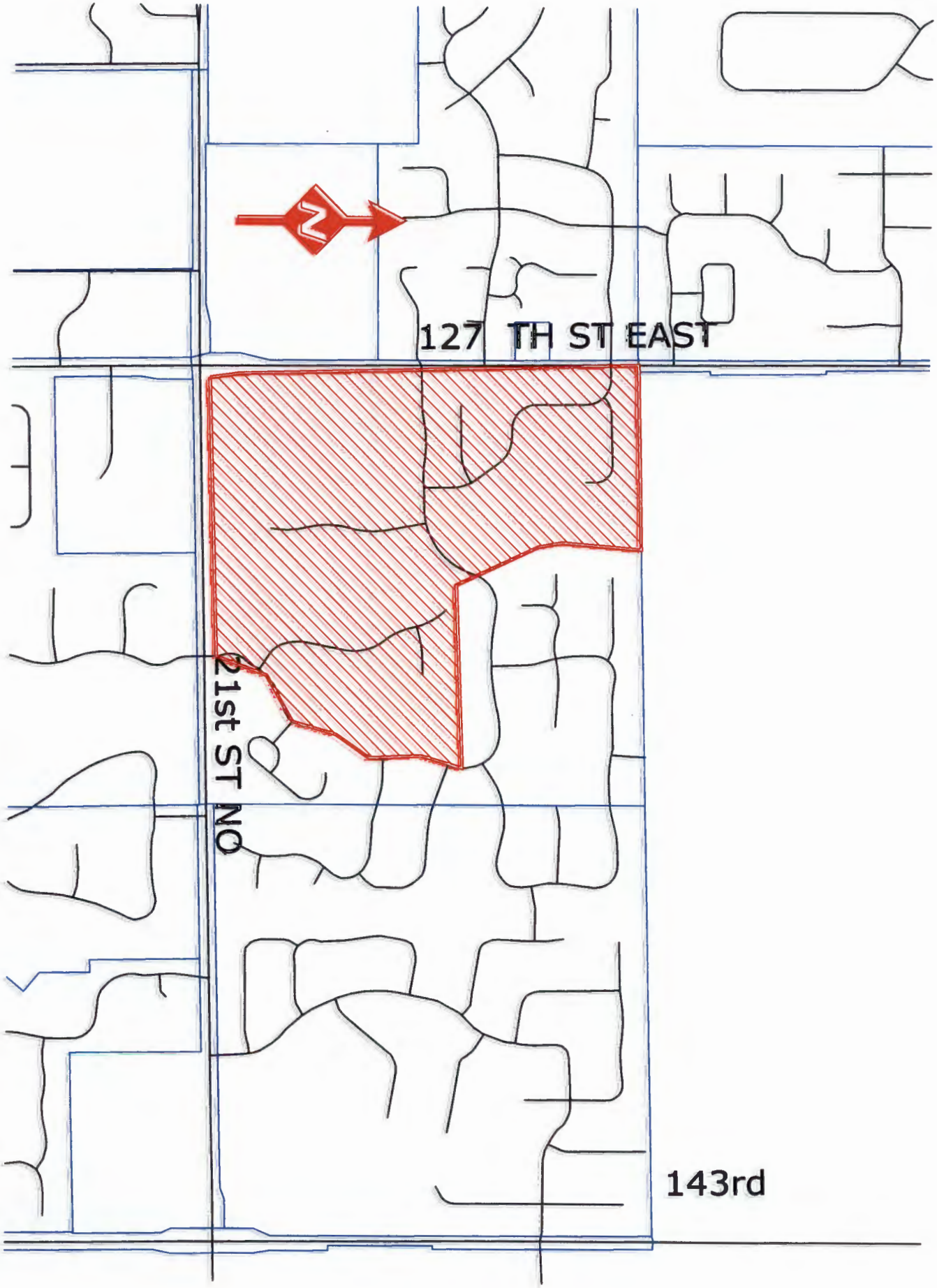
Analysis: The project will provide sanitary sewer improvements required for a new commercial development located north of 21st Street North, east of 127th Street East.

Financial Considerations: The petition total for the sanitary sewer improvements is $96,000. The funding source for the project is special assessments.

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

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

Attachments: Map, budget sheet, petition, and resolution.


143rd
21st ST NO
127 TH ST EAST
N

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 468-85048

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 8-11-15 REQUEST DATE:

PROJECT # : PROJECT TITLE: LAT 8, Main 12, FMC, Hawthorne Addition

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: LAT 8, Main 12, FMC, Hawthorne Addition

OCA # : OCA TITLE: LAT 8, Main 12, FMC, Hawthorne Addition

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$96,000.00	2999 Contractuals	$96,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$96,000.00	**EXPENSE TOTAL:**	$96,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

RECEIVED

JUN 19 '15

CITY CLERK OFFICE

PETITION
SANITARY SEWER – HAWTHORNE ADDITION

Lateral 8, Main 12, FMC
468-85048

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: **$96,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Tracts 2A, Tract 2B, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

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

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

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

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

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
TWENTY-FIRST GROWTH, LLC A Kansas Limited Liability Company		Tracts 2A, Tract 2B, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
	6/15/15	
By: Timothy J. Buchanan Managing Member		

****

THIS PETITION was filed in my office on June 19th, 2015.

THE CITY OF WICHITA SEDGWICK COUNTY KANSAS

Deputy City Clerk

[EXHIBIT A]

DESCRIPTION OF
NEW Lot 2A, Block 6, Hawthorne Addition
"Lot Split"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the southwest corner of Lot 4, Block 6, of said addition; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence along the west lines of said Lot 3 and said Lot 2, N00°38'30"W, 200.00 feet to the POINT OF BEGINNING; thence continuing along the west line of said Lot 2, N00°38'30"W, 398.31 feet to the northwest corner of said Lot 2; thence along the north line of said Lot 2, N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along a southerly line of said Lot 2, S88°33'26"W, 591.56 feet; thence N01°38'17"W, 266.94 feet; thence S89°21'30"W, 232.10 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 490,741 square feet or 11.266 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
NEW Lot 2B, Block 6, Hawthorne Addition
"Lot Split"

A tract of land lying within portions of Lots 2, 3, and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 4; thence along the south line of said Lot 4 on a platted bearing of, N88°33'26"E, 175.00 feet; thence continuing along the south line of said Lot 4, S82°54'43"E, 42.55 feet to the POINT OF BEGINNING; thence N01°26'34"W, 21.31 feet; thence N06°09'07"E, 60.53 feet; thence N01°38'17"W, 129.98 feet; thence N88°33'26"E, 191.56 feet to the northwest corner of Lot 5, of said addition; thence along the west line of said Lot 5, S00°38'30"E, 220.00 feet to a southerly line of said Lot 2; thence along the southerly line of said Lot 2, S88°33'26"W, 138.12 feet; thence continuing along the south lines of said Lot 2 and Lot 4, N82°54'43"W, 58.57 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 41,961 square feet or 0.963 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
NEW Lot 3, Block 6, Hawthorne Addition
"Boundary Shift"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the southwest corner of Lot 4, Block 6, of said addition; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west

lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet to the POINT OF BEGINNING; thence continuing along the west lines of said Lot 3 and said Lot 2, N00°38'30"W, 200.00 feet; thence S89°21'30"W, 232.10 feet; thence S01°38'17"E, 200.03 feet; thence S89°21'30"W, 235.58 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 46,769 square feet or 1.074 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
NEW Lot 4, Block 6, Hawthorne Addition
"Boundary Shift"

A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38'17"E, 196.89 feet; thence S06°09'07"W, 60.53 feet; thence S01°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 61,476 square feet or 1.411 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
Lot 5, Block 6, Hawthorne Addition

Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
Lot 6, Block 6, Hawthorne Addition

Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

132019

(Published in the ***Wichita Eagle***, on August 14, 2015)

RESOLUTION NO. 15-234

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 8, MAIN 12, FOUR MILE CREEK SEWER – HAWTHORNE ADDITION/NORTH OF 21ST STREET NORTH, EAST OF 127TH STREET EAST) (468-85048).

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

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

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

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

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 8, Main 12, Four Mile Creek Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Ninety-Six Thousand Dollars ($96,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

Tracts 2A, Tract 2B, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See *Exhibit A* attached hereto

(d) The method of assessment is: **equally per square foot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 11,2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

DESCRIPTION OF
NEW Lot 2A, Block 6, Hawthorne Addition
"Lot Split"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the southwest corner of Lot 4, Block 6, of said addition; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence along the west lines of said Lot 3 and said Lot 2, N00°38'30"W, 200.00 feet to the POINT OF BEGINNING; thence continuing along the west line of said Lot 2, N00°38'30"W, 398.31 feet to the northwest corner of said Lot 2; thence along the north line of said Lot 2, N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along a southerly line of said Lot 2, S88°33'26"W, 591.56 feet; thence N01°38'17"W, 266.94 feet; thence S89°21'30"W, 232.10 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 490,741 square feet or 11.266 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
NEW Lot 2B, Block 6, Hawthorne Addition
"Lot Split"

A tract of land lying within portions of Lots 2, 3, and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 4; thence along the south line of said Lot 4 on a platted bearing of, N88°33'26"E, 175.00 feet; thence continuing along the south line of said Lot 4, S82°54'43"E, 42.55 feet to the POINT OF BEGINNING; thence N01°26'34"W, 21.31 feet; thence N06°09'07"E, 60.53 feet; thence N01°38'17"W, 129.98 feet; thence N88°33'26"E, 191.56 feet to the northwest corner of Lot 5, of said addition; thence along the west line of said Lot 5, S00°38'30"E, 220.00 feet to a southerly line of said Lot 2; thence along the southerly line of said Lot 2, S88°33'26"W, 138.12 feet; thence continuing along the south lines of said Lot 2 and Lot 4, N82°54'43"W, 58.57 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 41,961 square feet or 0.963 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
NEW Lot 3, Block 6, Hawthorne Addition
"Boundary Shift"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the southwest corner of Lot 4, Block 6, of said addition; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet to the POINT OF BEGINNING; thence continuing along the west lines of said Lot 3 and said Lot 2, N00°38'30"W, 200.00 feet; thence S89°21'30"W, 232.10 feet; thence S01°38'17"E, 200.03 feet; thence S89°21'30"W, 235.58 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 46,769 square feet or 1.074 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
NEW Lot 4, Block 6, Hawthorne Addition
"Boundary Shift"

A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38'17"E, 196.89 feet; thence S06°09'07"W, 60.53 feet; thence S01°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 61,476 square feet or 1.411 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
Lot 5, Block 6, Hawthorne Addition

Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

DESCRIPTION OF
Lot 6, Block 6, Hawthorne Addition

Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Petitions for Improvements to Serve Whispering Lakes Estates (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for the next phase of development and are valid per Kansas Statute 12-6a01.

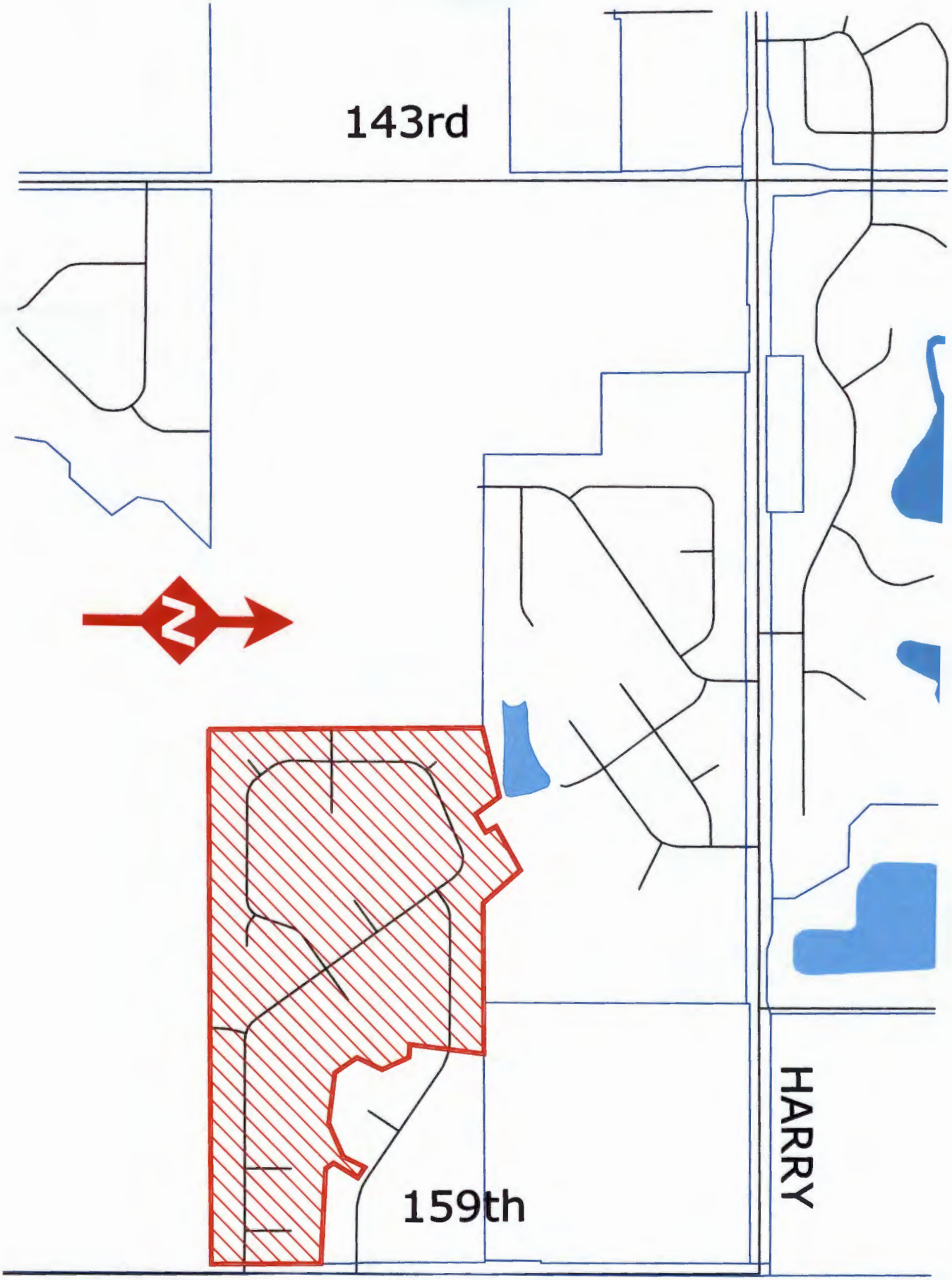
Analysis: The projects will provide sanitary sewer, paving, and water distribution improvements required for a new residential development located south of Harry, west of 159th Street East.

Financial Considerations: The petition totals are $113,000 for sanitary sewer, $335,000 for paving and $59,000 for water distribution improvements. The funding source for all of the projects is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheets, petitions, and resolutions.


143rd
N
159th
HARRY

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 468-85049

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 8-11-15 REQUEST DATE:

PROJECT # : PROJECT TITLE: LAT 444, FMC, Whispering Lakes Estates Ph 4

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: LAT 444, FMC, Whispering Lakes Estates Ph 4

OCA # : OCA TITLE: LAT 444, FMC, Whispering Lakes Estates Ph 4

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$113,000.00	2999 Contractuals	$113,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$113,000.00	**EXPENSE TOTAL:**	$113,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 472-85231

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 8-11-15 REQUEST DATE:

PROJECT # : PROJECT TITLE: Paving Whispering Lakes Estates Ph 4

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Paving Whispering Lakes Estates Ph 4

OCA # : OCA TITLE: Paving Whispering Lakes Estates Ph 4

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$335,000.00	2999 Contractuals	$335,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$335,000.00	**EXPENSE TOTAL:**	$335,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 448-90682

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 8-11-15 REQUEST DATE:

PROJECT # : PROJECT TITLE: WDS 90682 Whispering Lakes Estates Ph 4

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: WDS 90682 Whispering Lakes Estates Ph 4

OCA # : OCA TITLE: WDS 90682 Whispering Lakes Estates Ph 4

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$59,000.00	2999 Contractuals	$59,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$59,000.00	**EXPENSE TOTAL:**	$59,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

RECEIVED
JUN 17 '15
CITY CLERK OFFICE

448-90682

PETITION
Water – Whispering Lakes Estates Phase 4

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: Fifty Nine Thousand Dollars ($59,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Whispering Lakes Estates Phase 4
Lot 1, Block 3
Lots 3-15, Block 4
Lots 1-11, Block 5

(d) The proposed method of assessment is: equally per lot (25 lots).

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

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

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

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
[illegible]	6/16/15	

****

THIS PETITION was filed in my office on June 17, 2015

Deputy City Clerk

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of on of the resident owners whose signature appears on the petition.

William K. Clevenger
Name

924 N. Main, Wichita, KS 67203
Address

(316) 264-8008
Telephone number

Sworn to and subscribed before me this 17 day of June, 2015.

Juris Edwards
Deputy City Clerk

Lateral 444, Four Mile Creek

RECEIVED

JUN 17 '15

CITY CLERK OFFICE

468-85049

PETITION
Sanitary Sewer – Whispering Lakes Estates Phase 4

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: One Hundred Thirteen Thousand Dollars ($113,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Whispering Lakes Estates Phase 4
Lot 1, Block 3
Lots 2 - 15, Block 4
Lots 1 – 11, Block 5

(d) The proposed method of assessment is: equally per lot (26 lots).

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

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

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

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

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

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

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

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
[illegible]	6/16/15	

****

THIS PETITION was filed in my office on _____.

_____
Deputy City Clerk

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of on of the resident owners whose signature appears on the petition.

William K. Clevenger
Name

924 N. Main, Wichita, KS 67203
Address

(316) 264-8008
Telephone number

Sworn to and subscribed before me this 17 day of June, 2015.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

472-85231

PETITION
Pavement – Whispering Lakes Estates Phase 4

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

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

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

Construction of pavement on **TEAKWOOD** from the south line of Lot 1, Block 3 to Teakwood Court; **WOODCREEK** from Teakwood Court to the east line of Lot 15, Block 4; **TEAKWOOD COURT** from the north line of Woodcreek to and including the Cul-De-Sac; **WEEPING WILLOW** from the west line of the Addition to the west line of Teakwood; and **WEEPING WILLOW CIRCLE** from the east line of Teakwood to and including the Cul-De-Sac, with drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: Three Hundred Thirty Five Thousand Dollars ($335,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Whispering Lakes Estates Phase 4
Lot 1, Block 3
Lots 3 – 15, Block 4
Lots 1 – 11, Block 5

(d) The proposed method of assessment is: equally per lot (25 lots).

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

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

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

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

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

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

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

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
[illegible]	6/16/15	

****

THIS PETITION was filed in my office on _____.

_____
Deputy City Clerk

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of on of the resident owners whose signature appears on the petition.

William K. Clevenger
Name

924 N. Main, Wichita, KS 67203
Address

(316) 264-8008
Telephone number

Sworn to and subscribed before me this 17 day of June, 2015.

Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on August 14, 2015)

RESOLUTION NO. 15-235

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 444, FOUR MILE CREEK SEWER – WHISPERING LAKES ESTATES PHASE 4/SOUTH OF HARRY, WEST OF 159TH STREET EAST) (468-85049).

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

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

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

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

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 444, Four Mile Creek Sewer), including necessary sewer mains and appurtenances to serve the Improvement District described below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Thirteen Thousand Dollars ($113,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

WHISPERING LAKES ESTATES PHASE 4
Lot 1, Block 3
Lots 2 through 15, Block 4
Lots 1 through 11, Block 5

(d) The method of assessment is: **equally per lot (26 lots)**.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on August 14, 2015)

RESOLUTION NO. 15-236

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – WHISPERING LAKES ESTATES PHASE 4/SOUTH OF HARRY, WEST OF 159TH STREET EAST) (472-85231).

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

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

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

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

(a) It is advisable to make the following improvements:

Construction of pavement on Teakwood from the south line of Lot 1, Block 3 to Teakwood Court; Woodcreek from Teakwood Court to the east line of Lot 15, Block 4; Teakwood Court from the north line of Woodcreek to and including the cul-de-sac; Weeping Willow from the west line of the Addition to the west line of Teakwood; and Weeping Willow Circle from the east line of Teakwood to and including the cul-de-sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Thirty-Five Thousand Dollars ($335,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

WHISPERING LAKES ESTATES PHASE 4
Lot 1, Block 3
Lots 3 through 15, Block 4
Lots 1 through 11, Block 5

(d) The method of assessment is: **equally per lot (25 lots).**

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on August 14, 2015)

RESOLUTION NO. 15-237

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – WHISPERING LAKES ESTATES PHASE 4/SOUTH OF HARRY, WEST OF 159TH STREET EAST) (448-90682).

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

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

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

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

(a) It is advisable to make the following improvements:

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

(b) The estimated or probable cost of the Improvements is **Fifty-Nine Thousand Dollars ($59,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

WHISPERING LAKES ESTATES PHASE 4
Lot 1, Block 3
Lots 3 through 15, Block 4
Lots 1 through 11, Block 5

(d) The method of assessment is: **equally per lot (25 lots)**.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-5a

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Johnston's Half Marathon (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Veronica Johnston, Johnston's Charitable Foundation, is coordinating the Johnston's Half Marathon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Johnston's Half Marathon September 13, 2015 7:00 am – 12:00 pm

- Nims Street, Central Avenue to West River Boulevard
- Stackman Drive, West Murdock Street to West River Boulevard
- West River Boulevard, Stackman Drive to Wiley
- Wiley, West River Boulevard to West Murdock Street
- West Murdock Street, Wiley to Museum Boulevard
- West Murdock Street, Waco Avenue to West River Boulevard
- West First Street North, North McLean Boulevard to North Waco Avenue

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: This action complies with the ordinance on street closures for community events.

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.

Agenda Item No. II-5b

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Blacktop Nationals Classic Car and Motorcycle Event (Districts I 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 Jim Petty is coordinating the Blacktop Nationals Classic Car and Motorcycle Event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Black Top Nationals 2015 August 20, 2015 5:30 am – August 23, 2015 11:00 pm

- Water Street, Waterman Street to Dewey Street
- Lewis Street, Water Street to Wichita Street

Black Top Nationals 2015 August 21, 2015 12:00 pm – August 23, 2015 11:00 pm

- Douglas Avenue, Main Street to Water Street
- Douglas Avenue, Water Street to Waco Street
- Douglas Avenue, Waco Street to McLean Boulevard
- Tlalnepantla Drive, Century II Drive to Cancun Drive
- Cancun Drive, Century II Drive to English Street
- Waco Street, 2nd Street to Douglas Avenue, access to Drury Plaza Hotel Broadview, Century II and Hyatt Regency Wichita at all times
- Waterman Street, Main Street to Water Street, east bound Waterman access to Hyatt Regency Wichita hotel and parking garage at all times

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

Legal Consideration: This action complies with the ordinance on street closures for community events.

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.

Agenda Item No. II-5c

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Community Events – PedalFest (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 Jill Taylor, Heartspring Community Involvement Coordinator, is coordinating the PedalFest bike race with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

PedalFest August 22, 2015 6:00 am – 2:00 pm
5 Mile Family Ride

- 29th Street North, Penstemont Street to Cypress Street
- Penstemont Street, 29th Street North to 32nd Street
- 32nd Street, Penstemont Street to Cypress Street
- Cypress Street, 32nd Street to 29th Street North
- Wilderness Street, 29th Street North to 2609-2623 Wilderness Court

25K Route

- 29th Street North, Penstemont Street to Webb Road
- Webb Road, 29th Street North to K96 On Ramp (access bike path)
- North 127th Street East, East Central Avenue to 13th Street North
- 13th Street North, North 127th Street East to North 143rd Street East
- North 143rd Street East, 13th Street North to East Central Avenue
- East Central Avenue, North 127th Street East to North 143rd Street East

50K Route

- 29th Street North, Penstemont Street to Webb Road
- Webb Road, 29th Street North to Wichita City Limit
- Pawnee Road, Herrington Street to Wichita City Limit
- East Harry Street, South 143rd Street East to South Brookhaven Drive
- South Brookhaven Drive, East Harry Street to Lincoln Street
- Lincoln Street, South Brookhaven Drive to 159th Street East
- 21st Street North, 143rd Street East to Webb Road

100K Route

- 29th Street North, Penstemont Street to Webb Road
- Webb Road, 29th Street North to Wichita City Limit
- 21st Street North, 143rd Street East to Webb Road

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-5d

City of Wichita
City Council Meeting
August 11, 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 August 30, 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: This action complies with the ordinance on street closures for community events.

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
August 11, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 3 for Improvements to Douglas, from Washington to Oliver (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On August 20, 2013, the City Council approved an agreement with Baughman Company which provided for a design concept of improvements to Douglas, from Washington to Oliver. The following supplemental agreements have been approved by the City Council to date:

Agreement No.	Date Approved	Services Provided	Cost
Original	August 20, 2013	Original design services agreement.	$90,000
1	April 15, 2014	Design to include aesthetic enhancements within the design concept phase.	$16,000
2	December 2, 2014	Final design work for the Washington to Grove section.	$465,550
		Total design fee to date:	$571,550

Analysis: In January 2015 the Kansas Department of Transportation (KDOT) solicited cities to submit intersections to be considered for Highway Safety Improvement Program (HSIP) funding. The intersection of Douglas and Hydraulic was submitted for consideration based on traffic volumes and crash history. On May 13, 2015, KDOT notified the City that the Douglas and Hydraulic project was selected for the program and $400,000 of HSIP funds would be allocated towards the intersection improvements. In order to take advantage of the newly identified funding, construction plans for the Douglas and Hydraulic intersection must be drawn up separately from the larger project.

Financial Considerations: The total design fee to date is $571,550. The cost of the additional design work is $22,000, which brings the total contracted design fee to $593,550. Funding is available within the existing budget, approved by the City Council on December 2, 2014, and is funded by general obligation bonds. Funding for construction of Douglas, from Washington to Grove is included in the Proposed 2015-2024 Capital Improvement Program (CIP). The $400,000 in HSIP funding will be allocated towards construction in 2016 for the Douglas and Hydraulic intersection. The project will be returned to the City Council at a later date for approval of the construction funding.

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

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

Attachment: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 20, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated August 20, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **DOUGLAS, WASHINGTON TO OLIVER** (Project No.472-85102_707049).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION
The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design and prepare additional plans to include the intersection of Douglas & Hydraulic (see Attached for details)

B. PAYMENT PROVISIONS
The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee not to exceed **$22,000**.

SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 20, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated August 20, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **DOUGLAS, WASHINGTON TO OLIVER** (Project No.472-85102_707049).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION
The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design and prepare additional plans to include the intersection of Douglas & Hydraulic (see Attached for details)

B. PAYMENT PROVISIONS
The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee not to exceed **$22,000**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; 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 the control of the ENGINEER.

(a) Field check plans of the project for distribution to utilities by **December 15, 2015**.
(b) Office check plans by **March 15, 2016**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 31, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and City Attorney

BAUGHMAN COMPANY, P.A.

_____
N. Brent Wooten, P.E.
President

Baughman

June 16, 2015

Gary Janzen, P.E.
City of Wichita
Department of Engineering
455 N. Main, 7th Floor
Wichita, KS 67202

RE: Douglas and Hydraulic Intersection
Supplemental Fee Request

Dear Mr. Janzen:

Per the City's request to include the Douglas and Hydraulic Intersection as a separate set of plans in the Douglas (Washington to grove) Project and be subjected to KDOT oversight and review, please consider this letter as our formal request for a Supplemental Modification to our existing design contract. I have listed below some of the additional design issues that our firm will be addressing during this Project.

- We will attend additional meetings and review sessions with KDOT Staff.
- We will modify the existing design to allow for construction of the intersection separately.
- We will provide a separate set of plans and estimates for the intersection.

The division of fees per discipline is as follows:
Lighting - $500
Artist - $2,100
Landscape Architecture – $3,200
Engineering - $16,200

For the this portion of this work, we are requesting $22,000 in a not-to-exceed contract to deliver to the City complete Intersection plans that will allow the City to move directly into the Construction Phase of this project.
We appreciate the opportunity to provide you with this request, and as always we enjoy working with you and your staff. Should you have any questions or need more clarification on this request, please email me at taziere@baughmanco.com or give me a call me at 262-7271. Thank you.

Respectfully,

Baughman Co. P.A.
Tim Aziere, P.E., PTOE
Director of Transportation Engineering

cc: File

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
JULY 2015

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Animal Health Services	7/31/2015	Veterinary Services Group LLC, DBA Veterinary Emergency and Specialty Hospital of Wichita	Police	8/1/2014 - 7/31/2015	Last option
Boots - Pro-Warrington Style 4132 - Structural Firefighting	7/31/2016	Morning Pride Mfg. dba Honeywell First Responder Products	Fire	8/7/2012 - 7/31/2013	Last option
Calcium Chloride Pellets 94%-97%, 50# Bags	7/31/2016	Dart Seasonal Products, Inc.	Public Works & Utilities	8/1/2013 - 7/31/2014	Last option
Closed Captioning Services for City 7	7/31/2016	Caption Colorado, LLC	City Manager	8/1/2014 - 7/31/2015	3 - 1 year options
Concrete Pads	7/31/2016	Salina Concrete Products, Inc. dba Kansas Building Products, Inc.	Public Works & Utilities	9/1/2014 - 8/31/2015	1 - 1 year option
CO2 Tank Assembly Rental & Chemical	7/31/2015	Airgas Inc, dba Airgas USA LLC	Public Works & Utilities	8/1/2012 - 7/31/2013	Last option
Drug Testing Services	7/31/2015	BI Incorporated	Municipal Court	8/1/2013 - 7/31/2014	3 - 1 year options
Ferric Sulfate (Liquid)	7/31/2016	Chemtrade Chemicals US LLC	Public Works & Utilities	8/1/2013 - 7/31/2014	Last option
Fire Alarm System Inspection & Maintenance	7/31/2016	Kansas Fire Equipment Company, Inc.	Housing & Community Services	8/1/2014 - 7/31/2015	1 - 1 year option
Graphic Design Services for City 7	7/31/2016	Digital Media Networks of Kansas, LLC	City Manager	8/5/2011 - 7/31/2012	Last option
GroundWater Monitoring Report Preparation for the Brooks Landfill	7/31/2016	SCS Engineers, Inc. dba SCS Aquaterra	Public Works & Utilities	9/1/2014 - 7/30/2015	3 - 1 year options
Janitorial Services for Housing & Community Services Office Located at 322 N Riverview	7/31/2016	21st Century Cleaning Service	Housing & Community Services	8/1/2013 - 7/31/2014	Last option
Janitorial Services for Transit Center & Bus Interior - Group 1	7/31/2016	Crowders Cleaning Service	Wichita Transit	8/1/2014 - 7/31/2015	1 - 1 year option
Janitorial Services for Transit Center & Bus Interior - Group 2	7/31/2016	EH Technical Solutions, Inc.	Wichita Transit	8/5/2014 - 7/31/2015	1 - 1 year option
Joint Pipe and Accessories - Restrained	7/31/2016	HD Supply Waterworks, LTD	Public Works & Utilities	9/1/2014 - 8/31/2015	1 - 1 year option
Life Safety Systems Test and Inspection	7/31/2016	Kansas Fire Equipment Co Inc	Public Works & Utilities	8/6/2013 - 7/31/2014	Last option
Peroxide Regenerated Iron Sulfide Control Process	7/31/2015	US Peroxide LLC	Public Works & Utilities	8/6/2013 - 7/31/2014	3 - 1 year options
Publication of Legal Notices	7/31/2016	The Wichita Eagle	City Manager's Office	8/1/2013 - 7/31/2014	Last option
Reprographic Services	7/31/2016	Tarrant, Inc. dba Quik Print	Various	8/1/2013 - 7/31/2014	Last option
Sodium Hypochlorite	7/31/2016	Brenntag Southwest, Inc.	Public Works & Utilities	8/1/2013 - 7/31/2014	Last option

PROFESSIONAL CONTRACTS UNDER $50,000
JULY 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT
Professional Engineering Consultants	PO540615	Geological Consulting and Study	35,000.00

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

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Software House International (Shi)	PO540591	Software Maintenance/Support	$56,219.30		

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council Members

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolutions.

Background: The City is planning to offer for sale two series of general obligation temporary notes in the principal amount not to exceed $72,000,000 (Series 274 and 276) and two series of general obligation bonds (Series 815 and 816) in the principal amount of approximately $13,300,000. The bonds and notes are being issued for the purpose of providing temporary and permanent financing for capital improvement projects of the City. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The bonds are being issued on a reimbursement basis to finance project costs previously incurred.

Analysis: The City's fall 2015 general obligation bond and note sale includes the following issues:

Temporary Notes
The proceeds from the sale of the Series 274 and 276 Renewal and Improvement Temporary Notes will be used to provide interim financing for Airport projects, improvement district projects, public improvement projects, transit buses and improvements related to Tax Increment Financing (TIF) Districts. Temporary Note Series 274 will be issued in a principal amount of approximately $44,400,000. Temporary Note Series 276 will be issued in a principal amount of approximately $24,700,000 and is subject to Alternative Minimum Tax.

General Obligation Bonds
The Series 815 Bonds will be issued in a principal amount of approximately $2,835,000 and are taxable under Federal law due to the nature of the public and facade improvements being financed. The Series 816 Bonds will be issued in a principal amount of approximately $10,190,000 and will be used to permanently finance special assessment projects.

The resolutions authorize the City to proceed with the sale of bonds and notes and related activities, including the preparation and distribution of the Preliminary Official Statements and Notices of Sale. In addition, the resolutions authorize the City Manager to award the sale of the bonds and notes subject to the established parameters. Bids will be accepted electronically through ***PARITY*** Electronic Bid Submission System on September 10, 2015 and the City Manager will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City. At the next scheduled meeting, the City Council will ratify the award of the bids by the City Manager and approve ordinances and resolutions authorizing the issuance of the bonds and notes.

Financial Considerations: The City of Wichita awards the sale of bonds and notes to the bidder with the lowest true interest cost, or "TIC". Using the TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments.

The Series 274 and 276 Temporary Notes will mature on October 15, 2016 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or other available funds of the City. The Series 274 and 276 Temporary Notes will be callable April 15, 2016 at par.

The Series 815 General Obligation Bonds will mature serially over 15 years. The Series 815 Bonds will be callable beginning in 2024 at par and are payable from City-wide ad valorem taxes and from the collection of special assessments levied against benefitting properties, and if not so paid, from City-wide ad valorem taxes.

The Series 816 General Obligation Bonds will mature serially over 15 and 20 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 816 Bonds will be callable beginning in 2024 at par and are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from City-wide ad valorem taxes.

Legal Considerations: The Law Department has approved the resolutions as to form, authorizing the sale of the bonds and notes and directing the publication and distribution of the Notices of Sale (prepared by the City's Bond Counsel).

Recommendation/Action: It is recommended the City Council adopt the resolutions: 1) authorizing the general obligation bond and note sales; 2) authorizing preparation of the Preliminary Official Statements in connection with the bond and note sales; 3) approving the distribution to prospective bidders of the Preliminary Official Statements; 4) authorizing publication and distribution of the Notices of Sale; 5) authorizing the City Manager to award the bond and note sales subject to the parameters of the resolutions; and 6) authorizing City staff, in consultation with Bond Counsel to take such further action as is reasonably required to implement the resolutions.

Attachments: Sales Resolutions
Official Notices of Sale

Gilmore & Bell, P.C.
08/06/2015

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 11, 2015

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds came on for consideration and was discussed.

Mayor JEFF LONGWELL presented and moved the adoption of a Resolution entitled:

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS.

Vice Mayor JAMES CLENDENIN seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye:

Nay:

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 15-[___].

* * * * * * * * * * * * * *

(Other Proceedings)

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* * * * * * * * * * * * * *

CERTIFICATE

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

(SEAL)

_____

Karen Sublett, City Clerk

JLN\600816.133\SALEDOCS

(Signature Page to Excerpt of Minutes)

Gilmore & Bell, P.C.
08/06/2015

RESOLUTION NO. 15-[___]

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), has heretofore authorized the acquisition, construction and equipping of various public improvements (the "Improvements") to be paid from the proceeds of general obligation bonds to be issued by the City pursuant to the laws of the State of Kansas and certain Charter Ordinances of the City; and

WHEREAS, the City has heretofore issued and has outstanding temporary notes, the proceeds of which were applied to temporarily finance a portion of the costs of the Improvements (collectively the "Notes"); and

WHEREAS, the City proposes to issue its general obligation bonds to permanently finance all or a portion of the costs of the Improvements and to retire the Notes; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department and Gilmore & Bell, P.C., as bond counsel ("Bond Counsel") to proceed with the offering for sale of said general obligation bonds and related activities, including the preparation and distribution of a preliminary official statement and notice of bond sale.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the following general obligation bonds (collectively, the "Bonds") of the City:

Description	Series
General Obligation Bonds	816
Taxable General Obligation Bonds	815

as more fully described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date.

Section 2. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to cause to be prepared a Preliminary Official Statement and to use such document in connection with the public sale of the Bonds.

Section 3. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale. Such proposals shall be reviewed by the City Manager or designee, and the Director of Finance and acted upon by the City Manager or designee,, who shall have the authority to award the sale of the Bonds, subject to the following parameters on maximum principal amount and true interest cost:

Series	*Maximum Principal Amount*	*Maximum TIC*
816	$10,300,000	3.75%
815	3,000,000	4.25%

The City Manager or designee, also has the authority to reject certain or all proposals. At its next scheduled meeting the Governing Body shall ratify the actions of the City Manager or designee, and approve an ordinance and resolution authorizing the issuance of the Bonds.

Section 4. For the purpose of enabling the purchasers of the Bonds (collectively, the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Manager, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds, including selecting certain other qualified professional firms necessary to complete the issuance of the Bonds and including providing for redemption of the Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

JLN\600816.133\GOB SALEDOCS

Gilmore & Bell, P.C.
08/06/2015

EXHIBIT A

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

[POS Date], 2015

To: [Series 816 Purchaser]
[Series 816 City, State]

[Series 815 Purchaser]
[Series 815 City, State]

Re: City of Wichita, Kansas: General Obligation Bonds, Series 816; and Taxable General Obligation Bonds, Series 815 (collectively, the "Bonds")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressees (collectively, the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

By: _____
Shawn Henning, Director of Finance

Gilmore & Bell, P.C.
08/06/2015

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF BOND SALE

Principal Amount*	***Description***	***Series***	***Reference***
$10,190,000	General Obligation Bonds	816	"Series 816 Bonds"
2,835,000	Taxable General Obligation Bonds	815	"Series 815 Bonds"

*Subject to change

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. ***Separate*** electronic bids for the purchase of each series of the above-referenced bonds (collectively, the "Bonds") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via ***PARITY***® until 10:00 a.m., Central Daylight Time (the "Submittal Hour"), on

THURSDAY, SEPTEMBER 10, 2015

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of each series of the Bonds to the successful bidders (collectively, the "Successful Bidder") will be acted upon immediately thereafter by the City Manager or designee, and subsequently ratified by the City Council (the "Governing Body") of the City at its next regular meeting. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of each series of the Bonds will be considered. Other capitalized terms not otherwise defined in this Notice of Bond Sale (the "Notice") shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Each series of Bonds shall be sold separately, and bidders may bid on either series of Bonds.

Terms of the Bonds

General. The Bonds will consist of fully registered bonds in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"). The Bonds will be dated October 1, 2015 (the "Dated Date") and will become due as hereinafter set forth. The Bonds will bear interest from the Dated Date at rates to be determined when each series of the Bonds are sold as hereinafter provided, payable semiannually on June 1 and December 1, beginning on June 1, 2016 (collectively, the "Interest Payment Dates").

Series 816 Bonds. The Series 816 Bonds will become due in principal installments as follows:

Payment Date (December 1)	**Principal Amount***	**Payment Date (December 1)**	**Principal Amount***
2016	$505,000	2026	$690,000
2017	520,000	2027	715,000
2018	535,000	2028	740,000
2019	555,000	2029	765,000

2020	570,000	2030	790,000
2021	595,000	2031	120,000
2022	610,000	2032	125,000
2023	630,000	2033	130,000
2024	650,000	2034	135,000
2025	670,000	2035	140,000

Series 815 Bonds. The Series 815 Bonds will become due in principal installments as follows:

Payment Date (December 1)	**Principal Amount***	**Payment Date (December 1)**	**Principal Amount***
2016	$560,000	2024	$165,000
2017	125,000	2025	170,000
2018	130,000	2026	175,000
2019	135,000	2027	185,000
2020	140,000	2028	190,000
2021	145,000	2029	195,000
2022	155,000	2030	205,000
2023	160,000		

****Principal Amount Subject to Change***. The City reserves the right to adjust the total principal amount of any series of the Bonds and the principal amount of any maturity, depending on the purchase price bid by the Successful Bidder and amounts necessary to finance the public improvements to be financed thereby, subject to minimum Authorized Denominations. If there is an adjustment in the final aggregate principal amount of any series of the Bonds or the principal amount of any maturity as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., Central Daylight Time, on the Sale Date. Any adjustment in principal amount for any series will maintain the Successful Bidder's compensation set forth on the original bid form as a percentage of the total principal amount of such series. At the request of the City, the Successful Bidder agrees to execute a revised bid form or repayment schedule reflecting the adjusted principal amounts and purchase price. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of each series of the Bonds or the schedule of principal payments as described herein.

Place of Payment and Registration

Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Registration. The Bonds will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas. The City will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered

blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System

The Bonds shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners, replacement Bonds in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption Provisions

General. Whenever the City is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the City, the Bonds maturing in the years 2025 and thereafter will be subject to redemption and payment prior to maturity on December 1, 2024, and thereafter, as a whole or in part (selection of the amount of Bonds to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of any series of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; (b) callable and noncallable serial maturities of the Bonds may not be combined in the same Term Bond maturity; and (c) a bidder shall make such an election by completing the applicable information on PARITY®.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Successful Bidder. In addition, the City shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and

Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security

General. The Bonds are being issued pursuant to the Constitution and statutes of the State of Kansas, as amended by Charter Ordinances of the City.

Series 816 Bonds. The Series 816 Bonds are being issued to provide permanent financing for various internal improvements which costs have been specially assessed to certain properties benefitted by such improvements and retire previously issued temporary notes of the City that financed such improvements.

Series 815 Bonds. The Series 815 Bonds are being issued to provide permanent financing for various internal improvements a portion of the costs of which have been specially assessed to certain properties benefitted by such improvements and retire previously issued temporary notes of the City that financed such improvements.

Security. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain internal improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

Submission of Bids

Separate bids shall be submitted for each series of the Bonds, which shall be sold separately. Bidders may bid on any or all series of the Bonds. All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

Separate proposals will be received on each series of the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of such series of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 6% for the Series 816 Bonds and plus 7% for the Series 815 Bonds; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No bid for less than ***100%*** of the principal amount of each series of Bonds and accrued interest thereon to the date of delivery will be considered. ***The initial price to the public for each maturity of each issue must be 98.0% or greater.*** Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the bid form; the City will be entitled to rely on such certifications. Each bidder agrees that, if it is awarded any

series of the Bonds, it will provide the certification as to initial offering prices described under the caption "Certification as to Offering Price" in this Notice.

Good Faith Deposit

General. Each bid shall be accompanied by a good faith deposit (the Deposit") in an amount equal to ***2% of the principal amount of each series of the Bonds*** as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. **Separate Deposits must be submitted for each series of Bonds**. Each Deposit must be in the form of: (a) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City; or (b) a wire of Federal Reserve funds (as described below), immediately available for use by the City. Deposits submitted in the form of a certified or cashier's check must be received by the City prior to 9:30 a.m. Central Daylight Time on the Sale Date. ***Deposits submitted by wire transfer are only required from each Successful Bidder and must be received by 2:00 p.m. Central Daylight Time on the Sale Date***. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price, at the option of the City. If a bid is accepted, but the City fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details.

(a) *Certified or Cashier's Check.* Certified or cashier's checks must be delivered to the Debt Coordinator at the address set forth on the last page of this Notice.

(b) *Wire Transfer*. Any wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***Each wire transfer Deposit must reference "City of Wichita, Kansas, Good Faith Deposit, Series 816 or Series 815."*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions; and (vi) return wire transfer instructions in the event such bid is unsuccessful.

Deposit Return Details. Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail. Wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received not later than the next business day following the Sale Date, and the City reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit.

Basis of Award

General. Each series of the Bonds shall be sold separately. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State of Kansas, and any party submitting a bid agrees to be subject

to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

Award. Subject to the timely receipt of the Deposit set forth above, the award of a series of Bonds will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the bid form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the City or the bidder. The City will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the City Manager or designee, will determine which bid, if any, will be accepted, and its determination is final.

Ratings

The City's outstanding general obligation bonds are rated "Aa1" by Moody's Investors Service, Inc. ("Moody's") and "AA+" by Standard & Poor's, a division of McGraw Hill Financial Inc ("S&P"). The City has applied to the same rating agencies that currently rate the Bonds for ratings on the Bonds. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

Bond Insurance

The City has **not** applied for any policy of municipal bond insurance with respect to the Bonds, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of Bonds, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City.

CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds, and such numbers shall be printed on the Bonds; however, neither the failure to assign any such number to or print any such number on any Bond, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Bonds in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery and Payment

The City will pay for printing the Bonds and will deliver each series of the Bonds properly prepared, executed and registered without cost on or about **OCTOBER 15, 2015** (the "Closing Date"), at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with a certified transcript of the proceedings in CD-ROM format evidencing the authorization and issuance of such series of Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be received by 12:00 noon, Central Daylight Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver a single Bond for each maturity of each series of Bonds registered in the nominee name of DTC.

Reoffering Prices

The Successful Bidder for each series of Bonds will be required to complete, execute and deliver to the City prior to the delivery of the Bonds, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for each maturity of the Bonds; (b) that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of the Bonds would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale the public. ***Such initial offering prices to the public must also be included in the Official Bid Form submitted for each series of the Bonds.***

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") with respect to the Series 816 Bonds, or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement

On August 11, 2015, the Governing Body authorized and directed the preparation of a Preliminary Official Statement "deemed final" by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting www.onlinemuni.com. Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Bonds, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the "Rules"). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of each series of the Bonds in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any

bidder submitting a bid for the purchase of the Bonds agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

The Securities and Exchange Commission (the "SEC") has promulgated amendments to its Rule 15c2-12 (the "Rule") requiring continuous secondary market disclosure for certain issues. In the separate resolutions authorizing each series of Bonds, the City has covenanted to enter into an undertaking (the "Undertaking") for the benefit of the holders of the Bonds to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule. For further information regarding the Undertaking, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Bonded Indebtedness

Assessed Valuation. The City's equalized assessed tangible valuation for computation of bonded debt limitations for the year 2015 is $3,599,478,643.

Bonded Indebtedness. The total general obligation indebtedness of the City as of the Closing Date is $779,735,000, which includes the Bonds being sold, the City's temporary notes also which will be issued on the Closing Date, less the City's previously issued temporary notes to be retired out of proceeds of the Bonds and other funds on the Closing Date.

Legal Opinion

Each series of Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes, if applicable, and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.

Additional Information

Additional information regarding the Bonds, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning	Ms. Cheryl Busada
Director of Finance	Debt Coordinator
Phone: (316) 268-4300	Phone: (316) 268-4143
Fax: (316) 219-6244	Fax: (316) 219-6216
Email: shenning@wichita.gov	cbusada@wichita.gov.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON AUGUST 11, 2015.

By: /s/ Jeff Longwell, Mayor
Jeff Longwell, Mayor

(Seal)

ATTEST:

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

SUMMARY NOTICE OF BOND SALE

CITY OF WICHITA, KANSAS

*Principal Amount**	*Description*	*Series*	*Reference*
$10,190,000	General Obligation Bonds	816	"Series 816 Bonds"
2,835,000	Taxable General Obligation Bonds	815	"Series 815 Bonds"

*Subject to change

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Subject to the Official Notice of Bond Sale, dated August 11, 2015, ***separate*** electronic bids for the purchase of each series of the above-referenced bonds (collectively, the "Bonds") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via ***PARITY***® until 10:00 a.m., Central Daylight Time (the "Submittal Hour"), on **THURSDAY, SEPTEMBER 10, 2015.** No bid of less than ***100%*** of the principal amount of each series of the Bonds and accrued interest thereon to the date of delivery will be considered

Bond Details. The Bonds will consist of fully registered bonds in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"). The Bonds will be dated October 1, 2015 (the "Dated Date") and will become due as hereinafter set forth. The Bonds will bear interest from the Dated Date at rates to be determined when each series of the Bonds are sold as hereinafter provided, payable semiannually on June 1 and December 1, beginning on June 1, 2016 (collectively, the "Interest Payment Dates").

Series 816 Bonds. The Series 816 Bonds will become due in principal installments as follows:

Payment Date (December 1)	Principal Amount*	Payment Date (December 1)	Principal Amount*
2016	$505,000	2026	$690,000
2017	520,000	2027	715,000
2018	535,000	2028	740,000
2019	555,000	2029	765,000
2020	570,000	2030	790,000
2021	595,000	2031	120,000
2022	610,000	2032	125,000
2023	630,000	2033	130,000
2024	650,000	2034	135,000
2025	670,000	2035	140,000

Series 815 Bonds. The Series 815 Bonds will become due in principal installments as follows:

Payment Date (December 1)	Principal Amount*	Payment Date (December 1)	Principal Amount*
2016	$560,000	2024	$165,000
2017	125,000	2025	170,000
2018	130,000	2026	175,000
2019	135,000	2027	185,000

2020	140,000	2028	190,000
2021	145,000	2029	195,000
2022	155,000	2030	205,000
2023	160,000		

*Subject to change, see Notice of Bond Sale dated August 11, 2015.

Book-Entry-Only System. The Bonds shall be registered under a book-entry-only system administered through DTC.

Paying Agent and Bond Registrar. Treasurer of the State of Kansas, Topeka, Kansas.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit in the form of a cashier's or certified check drawn on a bank located in the United States of America, a qualified financial surety bond or a wire transfer in Federal Reserve funds immediately available for use by the City in an amount equal to 2% of the principal amount of each series of the Bonds.

Delivery. The City will pay for preparation of the Bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **October 15, 2015** to DTC for the account of the successful bidder.

Assessed Valuation and Indebtedness. The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2015 is $3,599,478,643. The total general obligation indebtedness of the City as of the Closing Date is $779,735,000, which includes the Bonds being sold, the City's temporary notes which will be issued on the Closing Date, less the City's previously issued temporary notes to be retired out of proceeds of the Bonds and other funds on the Closing Date.

Approval of Bonds. The Bonds will be sold subject to the legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, whose approving legal opinion as to the validity of the Bonds will be furnished and paid for by the City, printed on the Bonds and delivered to the successful bidder as and when the Bonds are delivered.

Additional Information. Additional information regarding the Bonds, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning
Director of Finance
Phone: (316) 268-4300
Fax: (316) 219-6244
Email: shenning@wichita.gov

Ms. Cheryl Busada
Debt Coordinator
Phone: (316) 268-4143
Fax: (316) 219-6216
cbusada@wichita.gov.

DATED: August 11, 2015.

KANSAS REGISTER

DOCUMENT NO. _____

(Above space for Register Office Use)

Submission Form
Municipal Bond Sale Notice
(K.S.A. 10-106 as amended)

TITLE OF DOCUMENT — SUMMARY NOTICE OF BOND SALE
Re: City of Wichita, Kansas, General Obligation Bonds, Series 816, Taxable General Obligation Bonds, Series 815, Dated October 1, 2015.

NUMBER OF PAGES **2** — DESIRED PUBLICATION DATE: **AUGUST 27, 2015**

BILL TO: Ms. Cheryl Busada
Debt Coordinator
Phone: (316) 268-4143
Fax: (316) 219-6216
Email: cbusada@wichita.gov.

Please forward 3 Affidavits of Publication of same to Ms. Robyn R. Dunlap, Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, KS 67202 at your earliest opportunity.

Any questions regarding this document should be directed to:

NAME ROBYN R. DUNLAP PHONE (316) 267-2091

Certification

I hereby certify that I have reviewed the attached and herein described document, and that it conforms to all applicable ***Kansas Register*** publication guidelines. I further certify that submission of this item for publication in the ***Kansas Register*** is authorized by the municipality which has issued the notice.

Robyn R. Dunlap

Authorized Signature

Robyn R. Dunlap
Typed Name of Signer

Senior Legal Assistant
Position

TRANSMIT TO: Kansas Register; Secretary of State; State Capitol, Topeka, KS 66612
PHONE: (785) 296-3489; FAX: (785) 291-3051; EMAIL: nancyr@kssos.org

THIS SPACE FOR REGISTER OFFICE USE ONLY

JLN\600809.70399\SALE DOCS\GOB SALEDOCS (08-06-15)

Gilmore & Bell, P.C.
08/06/2015

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 11, 2015**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Temporary Notes came on for consideration and was discussed.

MAYOR, JEFF LONGWELL presented and moved the adoption of a Resolution entitled:

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF WICHITA, KANSAS.

VICE MAYOR, JAMES CLENDENIN seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye:

Nay:

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 15-[___].

* * * * * * * * * * * * * *

(Other Proceedings)

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* * * * * * * * * * * * * *

CERTIFICATE

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

(SEAL)

_____

Karen Sublett, City Clerk

Gilmore & Bell, P.C.
08/06/2015

RESOLUTION NO. 15-[___]

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), has heretofore authorized the acquisition, construction and equipping of various public improvements (the "Improvements") to be paid from the proceeds of general obligation bonds to be issued by the City pursuant to the laws of the State of Kansas and certain Charter Ordinances of the City; and

WHEREAS, it is necessary for the City to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the City's general obligation bonds, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City; and

WHEREAS, the City has heretofore issued and has outstanding temporary notes, the proceeds of which were applied to temporarily finance a portion of the costs of the Improvements and other public improvements (collectively the "Existing Notes"); and

WHEREAS, certain of the Improvements are completed and will be permanent financed from proceeds of general obligation bonds of the City or paid from available City funds and it is necessary to provide for redemption of that portion of the Existing Notes; and

WHEREAS, permanent financing for a portion of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the City to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the City; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department and Gilmore & Bell, P.C., as bond counsel ("Bond Counsel") to proceed with the offering for sale of said temporary notes and related activities, including the preparation and distribution of a preliminary official statement and notice of note sale.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the following general obligation temporary notes (collectively, the "Notes") of the City:

Description	Series
General Obligation Temporary Notes	274
General Obligation Temporary Notes (Subject to AMT)	276

as more fully described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date.

Section 2. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to cause to be prepared a Preliminary Official Statement and to use such document in connection with the public sale of the Notes.

Section 3. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in said Notice of Note Sale. Such proposals shall be reviewed by the City Manager or designee, and the Director of Finance and acted upon by the City Manager or designee, who shall have the authority to award the sale of the Notes, subject to the following parameters on maximum principal amount and true interest cost:

Series	***Maximum Principal Amount***	***Maximum TIC***
274	$46,000,000	2.50%
276	26,000,000	3.00%

The City Manager or designee, also has the authority to reject certain or all proposals. At its next scheduled meeting the Governing Body shall ratify the actions of the City Manager or designee, and adopt a resolution authorizing the issuance of the Notes.

Section 4. For the purpose of enabling the purchasers of the Notes (collectively, the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Manager, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes, including selecting certain other qualified professional firms necessary to complete the issuance of the Notes and providing for redemption of a portion of the Existing Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

Gilmore & Bell, P.C.
08/06/2015

EXHIBIT A

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

[POS Date], 2015

To:

Re: City of Wichita, Kansas: General Obligation Temporary Notes, Series 274 and General Obligation Temporary Notes (Subject to AMT), Series 276, dated October 15, 2015 (collectively, the "Notes")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressees (collectively, the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell, Mayor

By: _____
Shawn Henning, Director of Finance

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Gilmore & Bell, P.C.
08/06/2015

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF NOTE SALE

Principal Amount*	***Description***	***Series***	***Reference***
$44,400,000	General Obligation Temporary Notes	274	"Series 274 Notes"
24,700,000	General Obligation Temporary Notes (Subject to AMT)	276	"Series 276 Notes"

*Subject to change

(GENERAL OBLIGATION NOTES PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. ***Separate*** electronic bids for the purchase of the above-referenced notes (the "Series 274 Notes," the "Series 276 Notes," and collectively, the "Notes") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via ***PARITY***® until 10:00 a.m., Central Daylight Time (the "Submittal Hour"), on

THURSDAY, SEPTEMBER 10, 2015

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of each series of the Notes to the successful bidder (the "Successful Bidder") will be acted upon immediately thereafter by the City Manager or designee, and subsequently ratified by the City Council (the "Governing Body") of the City at its next regular meeting. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of each series of the Notes will be considered. Other capitalized terms not otherwise defined in this Notice of Note Sale (the "Notice") shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Each series of Notes shall be sold separately, and bidders may bid on any series of Notes.

Terms of the Notes

General. The Notes will consist of fully registered notes in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"), will be dated October 15, 2015 (the "Dated Date") and will become due on the payment dates and in the principal amounts as follows:

Series Designation	**Stated Maturity**	**Principal Amount***
274	10/15/2016	$44,400,000
276	10/15/2016	24,700,000

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable at maturity.

****Adjustment of Principal Amounts***. The City reserves the right to adjust the total principal amount of any series of the Notes, or any maturity thereof, depending on the purchase price bid by the Successful Bidder and amounts necessary to finance the public improvements to be financed thereby. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes

made to the principal amount of the Notes as described herein. If there is an adjustment in the final aggregate principal amount of any series of the Notes as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., Central Daylight Time, on the Sale Date. The actual purchase price of any series of the Notes shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of such series of the Notes, as adjusted.

Place of Payment and Registration

Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar") upon presentation and surrender at the principal office of the Paying Agent. The principal and interest of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Note Registrar (the "Registered Owner") as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Registration. The Notes will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas. The City will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System

The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption Provisions

General. Whenever the City is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

Optional Redemption. At the option of the City, the Notes will be subject to redemption and payment prior to maturity on April 15, 2016 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the City shall call any Notes for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the City shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security

General. The Notes are being issued pursuant to the Constitution and statutes of the State of Kansas, as amended by Charter Ordinances of the City.

Series 274. The Series 274 Notes are being issued to provide interim financing for various internal improvement projects of the City and to refund and renew previously issued temporary notes.

Series 276. The Series 276 Notes are being issued to provide interim financing for a portion of the costs to construct and equip a new aviation terminal for the City and other airport improvements (the "Airport Improvements") and to refund and renew previously issued temporary notes.

Security. The Notes shall be general obligations of the City payable as to both principal and interest, in part from special assessments, or from the proceeds of general obligation bonds of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids

Separate bids shall be submitted for each series of the Notes, which shall be sold separately. Bidders may bid on any or all series of the Notes. All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this

Notice. If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

General. ***Separate*** proposals will be received for the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes of each series; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 6%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No bid for less than ***100%*** of the principal amount of the Notes shall be considered. Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) an estimate of the TIC (as hereinafter defined) on the basis of such bid. ***Each bidder shall certify to the City the correctness of the information contained on the bid form. In addition, each bidder for the Series 276 Notes shall certify that the total compensation to such bidder based on such bid will not exceed 0.75% of the aggregate offering price of the Series 276 Notes. The City will be entitled to rely on such certifications.*** Each bidder agrees that, if it is awarded any series of the Notes, it will provide the certification as to initial offering prices described under the caption "Certification as to Offering Price" in this Notice.

Good Faith Deposit

General Each bid shall be accompanied by a good faith deposit (the Deposit") in an amount equal to **2%** of the principal amount of each series of the Notes as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. **Separate Deposits must be submitted for each series of Notes**. Each Deposit must be in the form of: (a) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City; or (b) a wire of Federal Reserve funds (as described below), immediately available for use by the City. Deposits submitted in the form of a certified or cashier's check must be received by the City prior to 9:30 a.m. Central Daylight Time on the Sale Date. ***Deposits submitted by wire transfer are only required from each Successful Bidder and must be received by 2:00 p.m. Central Daylight Time on the Sale Date***. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the City. If a bid is accepted, but the City fails to deliver a series of Notes to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details.

(a) *Certified or Cashier's Check.* Certified or cashier's checks must be delivered to the Debt Coordinator at the address set forth on the last page of this Notice.

(b) *Wire Transfer*. Any wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***Each wire transfer Deposit must reference "City of Wichita, Kansas, Good Faith Deposit, Series 274 or Series 276."*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions; and (vi) return wire transfer instructions in the event such bid is unsuccessful.

Deposit Return Details. Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail. Wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received not later than the next business day following the Sale Date, and the City reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit.

Basis of Award

General. Each series of the Notes shall be sold separately. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

Award. The award of a series of Notes will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The City will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the City Manager or designee, will determine which bid, if any, will be accepted, and his determination is final.

Ratings

The City's outstanding general obligation notes are rated "MIG 1" by Moody's and "SP-1+" by S&P. The City has applied to the same rating agencies that currently rate the City's general obligation notes for ratings on the Notes. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

Bond Insurance

The City has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of Notes, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City.

CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Notes, and such numbers shall be printed on the Notes; however, neither the failure to assign any such number to or print any such number on any Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Notes in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery and Payment

The City will pay for printing the Notes and will deliver each series of the Notes properly prepared, executed and registered without cost on or about **OCTOBER 15, 2015** (the "Closing Date"), at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with a certified transcript of the proceedings in CD-ROM format evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be received by 12:00 noon, Central Daylight Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver one Note registered in the nominee name of DTC.

Reoffering Prices

Each Successful Bidder will be required to complete, execute and deliver to the City prior to the delivery of the Notes, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for each maturity of such series of the Notes; (b) that all of the Notes of such series were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of such series of the Notes would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale the public. ***Such initial offering price to the public must also be included in the Official Bid Form submitted for the Notes.***

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") with respect to the Notes, or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement

On August 11, 2015, the Governing Body authorized and directed the preparation of a Preliminary Official Statement "deemed final" by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting www.onlinemuni.com. Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Notes, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the "Rules"). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of any series of the Notes agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

The Securities and Exchange Commission (the "SEC") has promulgated amendments to its Rule 15c2-12 (the "Rule") requiring continuous secondary market disclosure for certain issues. In the resolution authorizing the Notes, the City has covenanted to enter into an undertaking (the "Undertaking") for the benefit of the holders of the Notes to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule. For further information regarding the Undertaking, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Indebtedness

Information regarding the assessed valuation of the taxable tangible property within the City and the amount of indebtedness of the City as of the date of delivery of the Notes is set forth in the Preliminary Official Statement.

Legal Opinion

Each series of Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes, if applicable, and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Additional Information

Additional information regarding the Notes, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning	Ms. Cheryl Busada
Director of Finance	Debt Coordinator
Phone: (316) 270-4300	Phone: (316) 270-4143
Fax: (316) 219-6244	Fax: (316) 219-6216
Email: shenning@wichita.gov	cbusada@wichita.gov.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON AUGUST 11, 2015.

By: /s/ Jeff Longwell
Jeff Longwell, Mayor

(Seal)

ATTEST:

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

Agenda Item No. II-10

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Falcon Falls 6th Addition (District I)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The landowner, Heights, LLC, has submitted an agreement to respread special assessments within Falcon Falls 6th Addition.

Analysis: The land was originally included in benefit improvement districts for storm water drain, water distribution, and sanitary sewer main improvements. The purpose of the agreement is to respread special assessments for these improvements on a fractional basis for each lot based on re-platting of the Falcon Falls 6th Addition. Without the respread agreement, the assessments will be spread on a square foot basis amongst the initially assessed property. For the storm water drain improvements, an amending ordinance is also necessary to provide for reassessment in accordance with the respread agreement.

Financial Considerations: There is no cost to the City.

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

Recommendations/Actions: It is recommended that the City Council approve the respread agreement, pass the ordinance and authorize the necessary signatures.

Attachments: Respread agreement and amending ordinance.

Published in the Wichita Eagle**, August 21, 2015**

ORDINANCE NO. 50-063

AN ORDINANCE AMENDING ORDINANCE 47-630 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **CONSTRUCTION OF SWD NO. 275, TO SERVE FALCON FALLS 2ND & 3RD & COMMERCIAL ADDITIONS, North of 45th Street North, West of Hillside (468-84067/485-303).**

WHEREAS, pursuant to the proceedings regularly had according to law, contracts have been let for the following improvement in the City of Wichita, Kansas: construction of **SWD NO. 275, TO SERVE FALCON FALLS 2ND & 3RD & COMMERCIAL ADDITIONS, North of 45th Street North, West of Hillside (468-84067/485-303)** and such contracts have been duly performed, and

WHEREAS, the Governing Body has determined that the total cost of such improvement is **$1,063,700.00** and that **$1,063,700.00** be assessed against the improvement district, **$0.00** be paid by the City at Large and **$0.00** be paid by the Sewer Utility Fund, and

WHEREAS, said Governing Body has, after due notice, met and determined the amount of such special assessments.

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

SECTION 1. SECTION 1 OF ORDINANCE 47-630 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. 06-155, adopted March 28, 2006, and published March 31, 2006; rescinding Res. 06-003, adopted January 10, 2006; and rescinding Res. 05-430, adopted August 16, 2005,** be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

Legal of Parcel in Benefit District	Assessment
LOT 1 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 2 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 3 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 4 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 5 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 6 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 7 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 8 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 9 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 10 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 11 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 12 BLOCK A FALCON FALLS 2ND ADD	2,700.42
LOT 13 BLOCK A FALCON FALLS 2ND ADD	1,536.77

LOT 14 BLOCK A FALCON FALLS 2ND ADD	1,536.77
LOT 15 BLOCK A FALCON FALLS 2ND ADD	1,536.77
LOT 16 BLOCK A FALCON FALLS 2ND ADD	1,536.77
LOT 17 BLOCK A FALCON FALLS 2ND ADD	1,536.77
LOT 18 BLOCK A FALCON FALLS 2ND ADD	1,536.77
LOT 19 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 20 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 21 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 22 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 23 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 24 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 25 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 26 BLOCK A FALCON FALLS 2ND ADD	2,577.82

LOT 27 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 28 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 29 BLOCK A FALCON FALLS 2ND ADD	2,577.82
LOT 30 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 31 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 32 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 33 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 34 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 35 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 36 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 37 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 38 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 39 BLOCK A FALCON FALLS 2ND ADD	4,957.35

LOT 40 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 41 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 42 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 43 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 44 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 45 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 46 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 47 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 48 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 49 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 50 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 51 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 52 BLOCK A FALCON FALLS 2ND ADD	4,957.35

LOT 53 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 54 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 55 BLOCK A FALCON FALLS 2ND ADD	4,957.35
LOT 1 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 2 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 3 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 4 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 5 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 6 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 7 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 8 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 9 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 10 BLOCK B FALCON FALLS 2ND ADD	3,769.85

LOT 11 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 12 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 13 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 14 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 15 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 16 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 17 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 18 BLOCK B FALCON FALLS 2ND ADD	3,769.85
LOT 1 BLOCK C FALCON FALLS 2ND ADD	3,769.85
LOT 2 BLOCK C FALCON FALLS 2ND ADD	3,769.85
LOT 3 BLOCK C FALCON FALLS 2ND ADD	3,769.85
LOT 4 BLOCK C FALCON FALLS 2ND ADD	3,769.85

LOT 5 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 6 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 7 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 8 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 9 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 10 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 11 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 12 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 13 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 14 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 15 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 16 BLOCK C FALCON FALLS 2ND ADD	2,577.82
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LOT 36 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 37 BLOCK C FALCON FALLS 2ND ADD	2,577.82
LOT 38 BLOCK C FALCON FALLS 2ND ADD	4,957.35
LOT 39 BLOCK C FALCON FALLS 2ND ADD	4,957.35
LOT 40 BLOCK C FALCON FALLS 2ND ADD	4,957.35
LOT 41 BLOCK C FALCON FALLS 2ND ADD	4,957.35
LOT 42 BLOCK C FALCON FALLS 2ND ADD	4,957.35

LOT 43 BLOCK C FALCON FALLS 2ND ADD	4,957.35
LOT 1 BLOCK D FALCON FALLS 2ND ADD	4,957.35
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LOT 22 BLOCK D FALCON FALLS 2ND ADD	4,957.35
LOT 23 BLOCK D FALCON FALLS 2ND ADD	4,957.35
LOT 1 BLOCK E FALCON FALLS 2ND ADD	3,769.85

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LOT 6 BLOCK E FALCON FALLS 2ND ADD	2,700.42
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LOT 8 BLOCK E FALCON FALLS 2ND ADD	2,700.42
LOT 9 BLOCK E FALCON FALLS 2ND ADD	2,700.42
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LOT 11 BLOCK E FALCON FALLS 2ND ADD	2,700.42
LOT 12 BLOCK E FALCON FALLS 2ND ADD	2,700.42
LOT 13 BLOCK E FALCON FALLS 2ND ADD	2,700.42
LOT 14 BLOCK E FALCON FALLS 2ND ADD	1,536.77

LOT 15 BLOCK E FALCON FALLS 2ND ADD	1,536.77
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LOT 49 BLOCK E FALCON FALLS 2ND ADD	3,769.85
LOT 1 BLOCK A FALCON FALLS 3RD ADD	1,487.20
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LOT 40 BLOCK A FALCON FALLS 3RD ADD	1,487.20
LOT 1 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 2 BLOCK B FALCON FALLS 3RD ADD	2,627.57

LOT 3 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 4 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 5 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 6 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 7 BLOCK B FALCON FALLS 3RD ADD	2,627.57
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LOT 9 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 10 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 11 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 12 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 13 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 14 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 15 BLOCK B FALCON FALLS 3RD ADD	2,627.57

LOT 16 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 17 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 18 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 19 BLOCK B FALCON FALLS 3RD ADD	2,627.57
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LOT 22 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 23 BLOCK B FALCON FALLS 3RD ADD	2,627.57
LOT 24 BLOCK B FALCON FALLS 3RD ADD	2,627.57
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LOT 4 BLOCK C FALCON FALLS 3RD ADD	1,487.20
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LOT 24 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 25 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 26 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 27 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 28 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 29 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 30 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 31 BLOCK C FALCON FALLS 3RD ADD	2,627.57

LOT 32 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 33 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 34 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 35 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 36 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 37 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 38 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 39 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 40 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 41 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 42 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 43 BLOCK C FALCON FALLS 3RD ADD	2,627.57

LOT 44 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 45 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 46 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 47 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 48 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 49 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 50 BLOCK C FALCON FALLS 3RD ADD	2,627.57
LOT 1 BLOCK D FALCON FALLS 3RD ADD	1,487.20
LOT 2 BLOCK D FALCON FALLS 3RD ADD	1,487.20
LOT 3 BLOCK D FALCON FALLS 3RD ADD	1,487.20
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LOT 20 BLOCK E FALCON FALLS 3RD ADD	1,487.20
LOT 21 BLOCK E FALCON FALLS 3RD ADD	1,487.20
LOT 22 BLOCK E FALCON FALLS 3RD ADD	1,489.44
LOT 1 BLOCK A FALCON FALLS 4TH ADD	1,487.19
LOT 2 BLOCK A FALCON FALLS 4TH ADD	1,487.22
RESERVE A FALCON FALLS 4TH ADD	1,487.19

LOT 1 BLOCK A FLACON FALLS 5TH ADDITION	54,530.77
LOT 1 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 2 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 3 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 4 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 5 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 6 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 7 BLOCK A FALCON FALLS 6TH ADDITION	665.61
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LOT 12 BLOCK A FALCON FALLS 6TH ADDITION	665.61
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LOT 26 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 27 BLOCK A FALCON FALLS 6TH ADDITION	665.61
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LOT 31 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 32 BLOCK A FALCON FALLS 6TH ADDITION	665.61
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LOT 34 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 35 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 36 BLOCK A FALCON FALLS 6TH ADDITION	665.61

LOT 37 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 38 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 39 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 40 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 41 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 42 BLOCK A FALCON FALLS 6TH ADDITION	665.61
LOT 43 BLOCK A FALCON FALLS 6TH ADDITION	665.61

SECTION 2. SECTION 1 OF ORDINANCE 47-630 as it formerly existed is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force as of and on **August 21, 2015** after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas this 18th day of August, 2015.

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk
(seal)

APPROVED AS TO FORM:

_____

Jennifer Magana, City Attorney and Director of Law

Gilmore & Bell, P.C
07/01/2015

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

HEIGHTS, LLC, A KANSAS LIMITED LIABILITY COMPANY

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements within the city limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of Lot 2, Block A, Falcon Falls Commercial Addition, Wichita, Sedgwick County, Kansas (Key No C-61024) (the "Initially Assessed Property"), and

WHEREAS, the Initially Assessed Property is in the process of being re-platted as Lots 1 through 43, Block A, Falcon Falls 6th Addition, Wichita, Sedgwick County, Kansas) (the " Re-platted Property"), and

WHEREAS, Party of the Second Part is also the landowner of the following property·

Lots 1 through 12, Block A, (Key No. C-60827 through C-60838), Lots 1 through 18, Block B, (Key No C-60882 through C-60899), Lots 1 through 4, Block C, (Key No C-60900 through C-60903), Lots 1 through 13, Block E, (Key No C-60966 through C-60978) and Lots 33 through 49, Block E, (Key No. C-60998 through C-61014), Falcon Falls 2nd Addition, Wichita, Sedgwick County, Kansas, and Lots 4 through 35, Block A, (Key No. C-61028 through C-61059), Lots 1 through 25, Block B, (Key No. C-61065 through C-61089), Lots 17 through 50, Block C, (Key No. C-61106 through C-61139), and Lots 1 through 11, Block E, (Key No. C-61148 through C-61158), Falcon Falls 3rd Addition, Wichita, Sedgwick County, Kansas (the "Reassessed Property"); and

WHEREAS, Party of the Second Part desires that a reassessment be made from the Initially Assessed Property to the Re-platted Property and the Reassessed Property as hereinafter set forth; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment

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

Section 1. Storm Water Drain Improvements Party of the First Part has previously adopted Resolution No 06-155 which authorized improvements to Storm Water Drain #275, Project No 468-

84067 (the "Storm Water Drain Improvements"), created an improvement district to be assessed for such improvements and amended previously adopted resolutions relating to the Storm Water Drain Improvements. Party of First Part has also previously passed Ordinance No 47-630 which levied special assessments for the costs of the Storm Water Drain Improvements against property in said improvement district, which includes the Initially Assessed Property and the Reassessed Property The costs assessed against the Initially Assessed Property shall be reassessed against the Reassessed Property in the following manner

Lots 1 through 43, inclusive, Block A, Falcon Falls 6th Addition shall each pay 286/100,008 of the total cost apportioned to the Initially Assessed Property; and

Lots 1 through 18, Block B, Lots 1 through 4, Block C, Lots 1 through 5, Block E, and Lots 33 through 49, Block E, Falcon Falls 2nd Addition shall each pay 640/100,008 of the total cost apportioned to the Initially Assessed Property; and

Lots 1 through 12, Block A, and Lots 6 through 13, Block E, Falcon Falls 2nd Addition shall each pay 500/100,008 of the total cost apportioned to the Initially Assessed Property; and

Lots 1 through 25, Block B, and Lots 17 through 50, Block C, Falcon Falls 3rd Addition shall each pay 490/100,008 of the total cost apportioned to the Initially Assessed Property; and

Lots 4 through 35, Block A, and Lots 1 through 11, Block E, Falcon Falls 3rd Addition shall each pay 480/100,008 of the total cost apportioned to the Initially Assessed Property.

Section 2. Water Distribution System Improvements. Party of the First Part has previously adopted Resolution No. 05-587 which authorized Water Distribution System Improvements, Project No. 448-90105 (the "Water System Improvements"), created an improvement district to be assessed for such improvements and amended previously adopted resolutions relating to the Water System Improvements Party of First Part has also previously passed Ordinance No. 47-809 which levied special assessments for the costs of the Water System Improvements against property in said improvement district, which includes the Initially Assessed Property. The costs assessed against the Initially Assessed Property shall be reassessed against the Re-platted Property in the following manner

Lots 1 through 43, inclusive, Block A, Falcon Falls 6th Addition shall each pay 1/43 of the total cost apportioned to the Initially Assessed Property

Section 3. Sanitary Sewer Main Improvements Party of the First Part has previously adopted Resolution No 02-289 which authorized improvements to Sanitary Sewer Main 13, Part E, Sanitary Sewer #23, Project No. 468-83457 (the "Sanitary Sewer Main Improvements") and created an improvement district to be assessed for such improvements Party of First Part has also previously passed Ordinance No. 46-045 which levied special assessments for the costs of the Sanitary Sewer Main Improvements against property in said improvement district, which includes the Initially Assessed Property The costs assessed against the Initially Assessed Property shall be reassessed against the Re-platted Property in the following manner

Lots 1 through 43, inclusive, Block A, Falcon Falls 6th Addition shall each pay 1/43 of the total cost apportioned to the Initially Assessed Property

Section 4. Waiver of Proceedings. The Party of the Second Part, being the owner of the Initially Assessed Property, the Re-platted Property and the Reassessed Property hereby waives the notice and hearing requirements of K S A 12-6a12 (b) with respect to the reassessment herein described.

Section 5. Waiver of Appeal and Legal Challenge. The Party of the Second Part further waives its right to appeal the special assessments for the above referenced improvements (including the described reassessments) and agree that no suit to set aside said reassessments shall be brought by it nor shall it in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

Section 6. Indemnification. The Party of the Second Part further agrees that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of July __, 2015.

CITY OF WICHITA, KANSAS,
Party of the First Part

By: _____
Jeff Longwell, Mayor

ATTEST·

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of July, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written

_____
Notary Public

My Appointment Expires

_____

HEIGHTS, LLC,
Party of the Second Part:

By _____
Jay W. Russell, Managing Member

STATE OF KANSAS)
SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 7th day of July, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W Russell, as Managing Member of Heights, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written

Judith M Terhune
Notary Public

(My Appointment Expires 11-7-17)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt Expires 11-7-17

APPROVED AS TO FORM:

Brian K McLeod
for Jennifer Magaña, Director of Law and City Attorney

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Amending Resolution for Storm Water Sewer Improvements in Rockwood South 3rd Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On May 19, 2015, the City Council adopted Resolution No. 15-129 for storm water sewer improvements to serve Rockwood South 3rd Addition. A review of the resolution revealed a technical error which should be corrected.

Analysis: The incorrect prefix, which indicates the project type, was included in the project number listed on the original resolution. An amending resolution has been prepared to correct the project number.

Financial Considerations: The project budget remains $20,000 and is funded by special assessments.

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

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

Attachment: Amending resolution.

(Published in the ***Wichita Eagle***, on August 14, 2015)

RESOLUTION NO. 15-240

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS STORM WATER SEWER NO. 693 – ROCKWOOD SOUTH THIRD ADDITION/NORTH OF KELLOGG, WEST OF ROCK) (468-85031).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-129** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, the project number as stated in the caption of the Prior Resolution was incorrect;

WHEREAS, it is desirable to correct the project number by the adoption of a new resolution of the City and repeal the Prior Resolution; and

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

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

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of Storm Water Sewer No. 693, including appurtenances to serve the Improvement District described below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty Thousand Dollars ($20,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

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

ROCKWOOD SOUTH THIRD ADDITION
Parcel 2A and 2B; See ***Exhibit A*** attached hereto

(d) The method of assessment is **equally per square foot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the May 19, 2015 date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

Rockwood Plaza Boundary Shift
New Parcel 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12’12”E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15’48”E, 225.24 feet; thence S88°44’12”W, 309.28 feet to a point on the east right-wo-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32’18”W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55’21”W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land more or less.

Subject to all covenants and agreements of record.

Rockwood Plaza Boundary Shift
New Parcel 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55’21”E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32’18”E, 144.78 feet to the POINT OF BEGINNING, thence N88°44’12”E, 309.28 feet; thence S01°15’48”E. 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44’12”W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56’50”W, 206.90feet; thence N05°32’18”W, 118.75 feet to the POINT OF BEGINNGING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
ACT 3 Terminal Apron IV-B
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, is requested to approve a capital budget for the full project cost of the Terminal Apron IV-B project which includes building demolition, pavement construction and an airline ground service equipment area. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is $4,812,715 (exclusive of interest on financing, administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

Attachments: Resolution.

RESOLUTION NO. 15-241

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.

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

WHEREAS, the City Council (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the "Authority"); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the "Act") to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Terminal Apron IV-B

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $4,812,715 in accordance with specifications prepared or approved by the Authority.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 11, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magana, Director of Law

Second Reading Ordinances for August 11, 2015 (first read on July 14, 2015)

A. <u>2016 Annual Operating Budget.</u>

ORDINANCE 50-044

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE 21ST AND GROVE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 21, 2016.

ORDINANCE 50-045

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTHEAST REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-046

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE KEN MAR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-047

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR CENTER CITY SOUTH REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-048

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE DOUGLAS AND HILLSIDE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-049

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE GILBERT AND MOSLEY SITE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-050

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-051

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE EAST BANK REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-052

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016.

ORDINANCE 50-053

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE CITY OF WICHITA, KANSAS, FOR THE YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, AND RELATING THERETO, AND CONCURRENTLY APPROVING CERTAIN AMENDMENTS TO THE 2015 ADOPTED BUDGET.

ORDINANCE 50-054

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE DOWNTOWN WICHITA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT FOR THE YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016,

Second Reading Ordinances for August 11, 2015 (first read on August 4, 2015)

A. <u>Public Hearing to consider Expanding the Old Town Parking District</u>. (District VI)

ORDINANCE NO. 50-057

AN ORDINANCE AMENDING THE BOUNDARIES OF THE OLD TOWN PARKING DISTRICT PURSUANT TO THE PROVISIONS OF CHARTER ORDINANCE NO. 138, AS AMENDED, OF THE CITY OF WICHITA, KANSAS.

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00021 – City Zone Change Request from B Multi-Family to Limited Industrial (LI) on Property Generally Located South of 15th Street North on the West side of North Santa Fe (District VI)

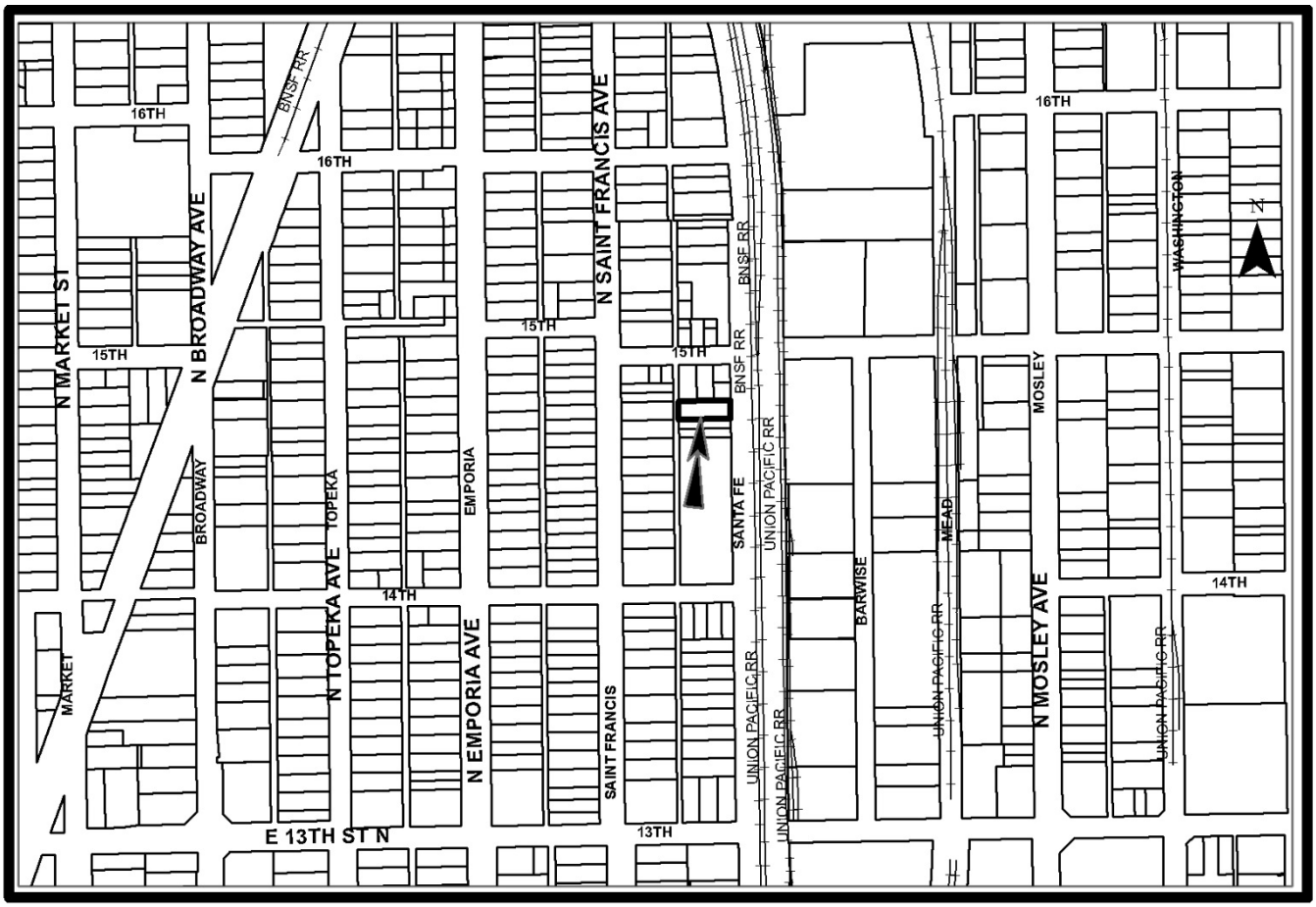
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (13-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (5-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



BACKGROUND: The applicant is requesting Limited Industrial (LI) zoning for lots 37-39 North Park Addition, approximately 0.16-acre, which is currently zoned B Multi-Family residential. The site is located 100 feet south of 15th Street North on the west side of North Santa Fe and is undeveloped.

The North Park Addition was platted in February 1886 with 15-foot wide alley and 25-feet by 142-feet lots. Originally developed with single family residences, by 1968 the properties in the 1400, 1500 and 1600 blocks on North Santa Fe were beginning to transition to industrial/manufacturing uses. There are only six single-family residences that remain in this three-block area. The Two-Family (TF-3) zoned residential use to the west of the subject property still retains residential uses, but there has been demolition leaving only eight residential structures in the 1500 block of North St. Francis.

Analysis: On July 9, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (13-0).

On July 6, 2015, District Advisory Board (DAB) VI heard the case. No comments from the public were recorded. DAB VI approved the application unanimously (5-0).

No official protests were received. The MAPC recommendation may be approved by a simple majority of four votes.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority of four votes).

Attachments: MAPC minutes, DAB memo and ordinance.

OCA 150004

ORDINANCE NO. 50-066

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00021

City zone change request from B Multi-Family (B) to Limited Industrial (LI) on property generally located south of 15th Street North on the west side of North Santa Fe Avenue described as:

Lots 37-39, North Park Addition to Wichita, Kansas; generally south of 15th Street North on the west side of North Santa Fe Avenue (1547 North Santa Fe Avenue).

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

EXCERPT MINUTES OF THE JULY 9, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00021 – Carillo Cearapio (owner) requests a City zone change request from B Multi-family Residential to LI Limited Industrial on property described as:

Lots 37-39 North Park Addition

BACKGROUND: The applicant is requesting Limited Industrial (LI) zoning for lots 37-39 North Park Addition, approximately 0.16-acre, which is currently zoned B Multi-Family residential. The site is located 100 feet south of 15th Street North on the west side of North Santa Fe and is undeveloped.

The North Park Addition was platted in February 1886 with 15-feet wide alley and 25-feet by 142-feet lots. Originally developed with single family residences, by 1968 the properties in the 1400, 1500 and 1600 blocks on North Santa Fe were beginning to transition to industrial/manufacturing uses. There are only six single-family residences that remain in this three-block area. The TF-3 residential use to the west of the subject property still retains residential uses, but there has been demolition leaving only eight residential structures in the 1500 block of North St. Francis.

CASE HISTORY: The site consists of Lots 37-39, North Park Addition, which was recorded with the Sedgwick County Register of Deeds in February 1886.

ADJACENT ZONING AND LAND USE:
NORTH: LI storage of construction materials
SOUTH: LI steel fabrication
WEST: TF-3 Single-family residential
EAST: LI BNSF elevated railroad, active tracks

PUBLIC SERVICES: The site has access to North Santa Fe Avenue, a paved local street. Santa Fe Avenue varies in width from 30-feet to 43-feet and is 40-feet wide at this location. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as "Employment/Industry Center." This category encompasses areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices.

RECOMMENDATION: This request provides the ability of the current property owner to redevelop the lots. Leaving the property zoned as B-Multi-Family significantly limits the economic benefit to the owners. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

(1) **<u>The zoning, uses and character of the neighborhood:</u>** The property to the north and south of the subject site is zoned LI and is being used for steel fabrication and construction warehousing. There is no other residential use in the 1500 block of North Santa Fe.

(2) **<u>The suitability of the subject property for the uses to which it has been restricted:</u>** The B-Multi-Family zoning district is an obsolete use for this location. The 1400, 1500 and 1600 blocks along North Santa Fe are more than 50% transitioned to industrial/warehousing.

(3) **<u>Extent to which removal of the restrictions will detrimentally affect nearby property:</u>** The request would not significantly impact the immediate area, as LI uses already abut the residential sites located to the west of the site along the entire block.

(4) **<u>Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:</u>** The approval of the zone change to LI would not allow the property to be used for residential purposes. The current B Multi-Family zoning does not allow for any use other than residential to be redeveloped. Approval of the request would limit development by right to those enumerated in the Unified Zoning Code (UZC) which includes commercial, manufacturing, fabrication, outdoor storage and some institutional uses such as a parks, schools and churches.

(5) **<u>Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:</u>** The zone change to LI conforms to the identified land use in the 2030 Comprehensive Plan.

(6) **<u>Impact of the proposed development on community facilities:</u>** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

KATHY MORGAN, Planning Staff presented the Staff Report.

<u>MOTION:</u> To approve subject to staff recommendation.

B. JOHNSON moved, **KLAUSMEYER** seconded the motion, and it carried (13-0).

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Janet Johnson, Office of Community Engagement

SUBJECT: **ZON2015-00021**

DATE: July 27, 2015

On Monday, July 6, 2015, 1the District VI Advisory Board considered a request for Limited Industrial (LI) zoning for lots 37-39 North Park Addition, approximately 0.16-acre, which is currently zoned B Multi-Family residential.

The District Advisory Board asked for clarification that the applicant intended to use the property as a rental to increase its value and that it was now being used to store portable construction office materials. The applicant stated that the lot is sitting empty now after being bought at a Sedgwick County auction a year ago. The intent is to rent out the space for LI use. The applicant was not sure of the final use of the property, just that the purposes allowed under LI standards would be more conducive to turning a profit.

Action: The Board voted 5-0 to recommend approval.

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00022 – City Zone Change Request from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located South of 45th Street North on the West side of North Webb Road (District II)

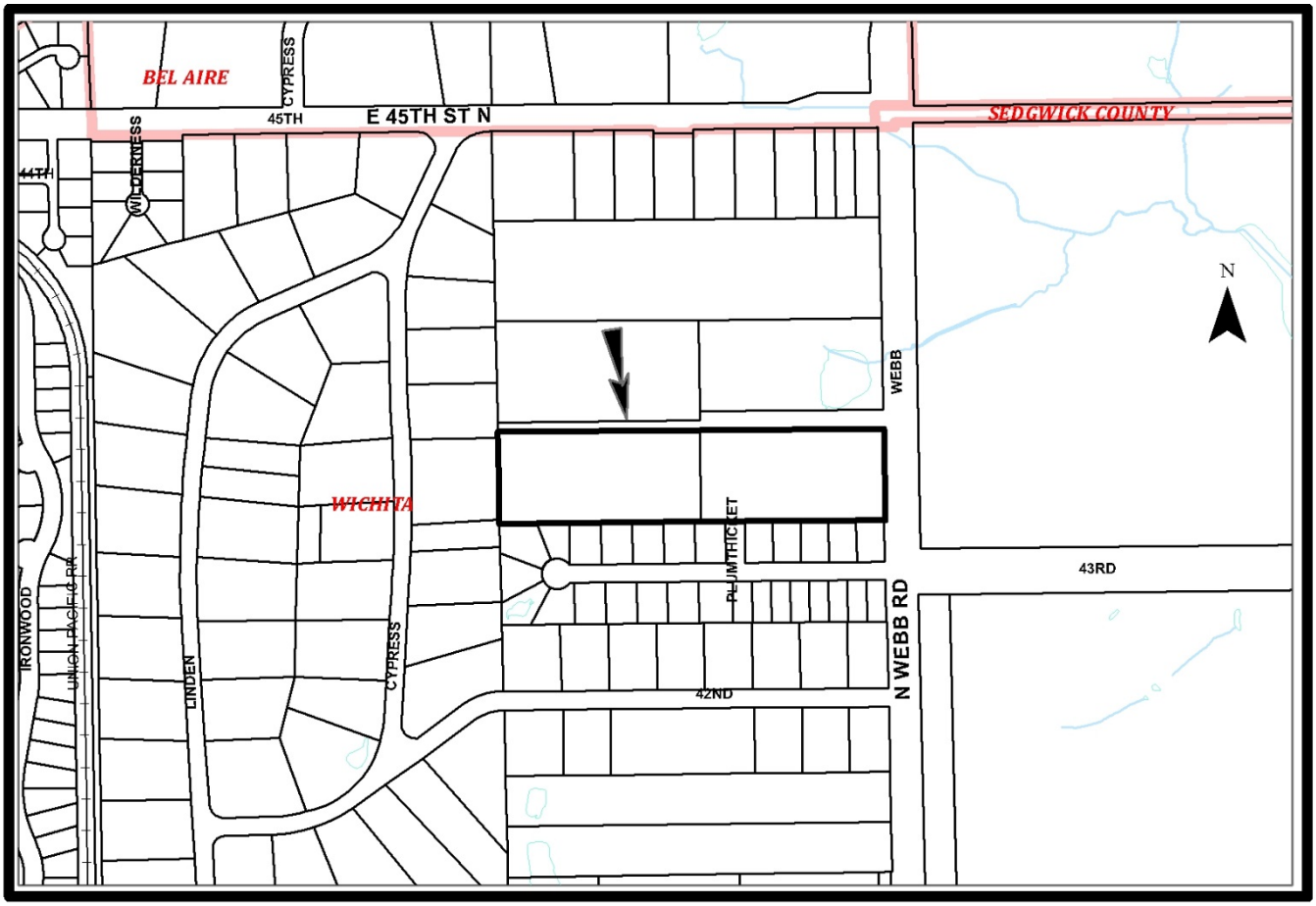
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (13-0).

DAB Recommendation: District Advisory Board II recommended approval of the request (8-0-1).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



BACKGROUND: The applicant is requesting a zone change from Single-Family Residential (SF-5) to Two-Family Residential (TF-3) zoning on approximately 8.71 acres of unplatted land. The applicant has submitted a plat for the Edge Water 2nd Addition (SUB2015-00021) and proposes building a maximum of 38 duplexes on the property.

South of the subject site is the SF-5 residential zoned Sand Plum Addition developed with houses built between 2005 and 2012. West of the subject site is the Sunair Estates single-family residential neighborhood. North of the subject site is undeveloped and unplatted SF-5 zoned property. East of the site is a 43-acre SF-5 zoned tract of land developed with a single family house and farm outbuildings.

Analysis: On July 9, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (13-0).

On July13, 2015, District Advisory Board (DAB) II heard the case. No comments from the public were recorded. DAB II approved the application unanimously (8-0-1).

No official protests were received. The MAPC recommendation may be approved by a simple majority of four votes.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority of four votes).

Attachments: MAPC minutes, DAB memo and ordinance.

OCA 150004

ORDINANCE NO. 50-067

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00022

City zone change request from SF-5 Single-Family (SF-5) to TF-3 Two-Family (TF-3) on property generally located south of 45th Street North on the west side of North Webb Road described as:

The South 10 Acres of the North 40 Acres of the East ½ of the NE1/4, Except the North 30 Feet for Road, SEC 29-26-2E.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

EXCERPT MINUTES OF THE JULY 9, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00022 - Basem Krichati (owner and Craig Harms (Agent) request a City zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

PARCEL 1: A tract of land in the E/2 of the NE/4 of Section 29, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the West line of said E/2 of the NE/4, distant thereon 1323.75 feet South of the North line of Government Lot 1; thence East 659.25 feet for the true point of beginning, running thence East 659.25 feet, more or less, to the East line of said NE/4; thence North 330.25 feet; thence West 658.69 feet; thence South to beginning; Except the North 30 feet for road.

PARCEL 2: A tract in the NE/4 of Section 29, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the Southwest corner of Government Lot 3 of the NE/4 of Section 29, said point of beginning being on the West line of the E/2 of said NE/4; thence North along said West line 330.655 feet; thence East parallel to the North line of said NE/4 658.69 feet; thence South parallel to said West line 330.655 feet, more or less, to the South line of said Government Lot 3; thence West along said South line 659.25 feet, more or less, to the point of beginning, except the North 30 feet thereof for road purposes.

BACKGROUND: The applicant is requesting a zone change from Single-Family Residential (SF-5) to Two-Family Residential (TF-3) zoning on approximately 8.71 acres of unplatted land. The applicant has submitted a plat for the Edge Water 2nd Addition (SUB2015-00021) and proposes building a maximum of 38 duplexes on the property.

South of the subject site is the SF-5 zoned Sand Plum Addition with houses built between 2005 and 2012. West of the subject site is the Sunair Estates single-family residential neighborhood. North of the subject site is undeveloped and unplatted SF-5 zoned property. East of the site is a 43-acre SF-5 zoned tract of land developed with a single family house and farm outbuildings.

CASE HISTORY: The site is located within the city limit of Wichita and consists of 8.71 acres on the west side of North Webb Road south of 45th Street North. Staff has received no calls expressing concerns about the proposed duplexes.

ADJACENT ZONING AND LAND USE:

NORTH: SF-5	Single-family residential, undeveloped
SOUTH: SF-5	Single-family residential, Sand Plum Estates
WEST: SF-5	Single-family residence and vacant lot, Sunair Estates
EAST: SF-5	Single-family residence

PUBLIC SERVICES: The site has access to North Webb Road, a four-lane arterial. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The TF-3 zoning district allows single-family residence, duplexes and some (but not limited to) institutional uses such as a parks, schools and churches by right. As such, the TF-3 zoning district conforms to the urban residential category.

RECOMMENDATION: This request provides a residential development opportunity that is not uncommon for multiple (more than an acre) undeveloped lots of SF-5 zoned subdivisions located on the edges of the city. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

(1) The zoning, uses and character of the neighborhood: The site is located in a predominately SF-5 zoned single-family residential neighborhood. SF-5 zoned single-family residences (built in the late 1950s and 2005-2012) surround the site.

(2) The suitability of the subject property for the uses to which it has been restricted: TF-3 zoning would allow single-family residences and duplexes to be built which is an appropriate use for urban residential development.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: The requested TF-3 zoning allows duplexes as well as single-family residences by right. There is TF-3 zoning within one mile of the subject site.

(4) Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches.

(5) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The TF-3 zoning district allows single-family residence, duplexes and some (but not limited to) institutional uses such as a parks, schools and churches by right. As such, the TF-3 zoning district conforms to the urban residential category.

(6) **<u>Impact of the proposed development on community facilities:</u>** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

KATHY MORGAN, Planning Staff presented the Staff Report.

<u>MOTION:</u> To approve subject to staff recommendation.

B. JOHNSON moved, **KLAUSMEYER** seconded the motion, and it carried (13-0).

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Janet Johnson, Office of Community Engagement

SUBJECT: ZON 2015-00022 TF-3 Two-Family Residential zoning

DATE: July 15, 2015

On Monday, July 13, the District II Advisory Board considered a request for a zoning change from SF-5 Single-Family Residential zoning to TF-3 Two-Family Residential zoning.

Action Taken: Howell/Baysinger made a motion to recommend approval of the zoning change. Motion carried 8-0 with one abstention.

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00023 – City Zone Change from LC Limited Commercial to CBD Central Business District on Property Located East of Seneca Street on the Southwest Corner of Douglas Avenue and Walnut Street. (District IV)

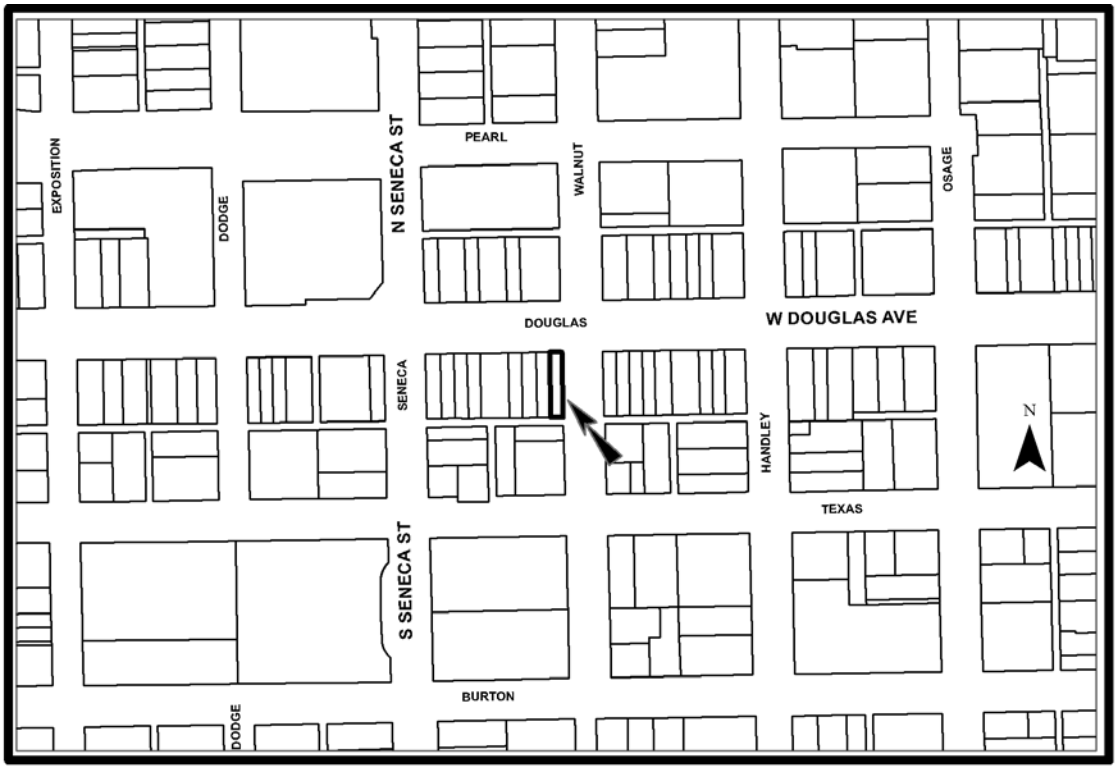
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (13-0).

DAB Recommendation: District Advisory Board IV recommended approval of the request (7-0).

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



Background: The applicant is requesting a zone change form Limited Commercial (LC) to Central Business District (CBD) on the subject site located on the southwest corner of Douglas Avenue and Walnut Street; Lot 20, Chicago now Douglas Avenue, West Wichita Addition. The site is located in (and subject to) the Delano Overlay Neighborhood District (D-O). The brick two-story downtown row store (built 1900) currently is occupied by a retail motorcycle parts sales store. The property owner is anticipating the retirement of the owner of the motorcycle parts store and a possible change in business. The CBD zoning district more effectively resolves such issues as parking and setbacks that could be triggered by a change in occupancy. This is the third application for CBD zoning in the D-O along Douglas Avenue. Previously ZON2014-00030 and ZON2013-00038 were approved by the MAPC. In the previous two zoning cases and the current request a lack of on-site parking was an issue.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for property owners to provide on-site parking. Therefore, many of the uses in the Delano District do not have on-site parking, but have relied on parking located on public street right-of-way to support their businesses. Some of the business owners in the district have purchased additional property that provides on-site parking for their businesses; this does not appear to be an option for this site.

A Metropolitan Area Planning Department (MAPD) parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting this described portion of Douglas Avenue do not provide the current code required number of off-street parking spaces. The MAPD analysis estimates that 5,373 off-street spaces are required, but an estimated 3,989 spaces have been provided.

This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. All buildings along this section of Douglas Avenue were built up to the property lines, with no setbacks. LC and Limited Industrial (LI) zoned restaurants, a dance studio, retail, and offices abut and are adjacent to the west side of the subject site. A LI zoned parking lot abuts the south the side of the subject site. LI zoned business adjacent to the southwest and southeast side of the site include a barber supply business, a single-family residence, an office and the Regional Historic site Engine House #4 (built 1885). East of the site, across Walnut Street, there are LI and LC zoned tattoo business, a pool hall, a restaurant, a bakery, a parking lot and offices. North of the site, across Douglas Avenue, are LI and LC zoned restaurants, vacant buildings, office, a bike shop, and a convenience store. A CBD zoned (ZON2004-00030) vacant building is also located north of the site, across Douglas Avenue. It is not uncommon to have apartments located in the second story of these buildings, with the commercial uses located on the ground floor.

Analysis: On July 6, 2015, District Advisory Board (DAB) IV considered the request. There were no protesters at the DAB meeting. DAB IV voted 7-0 to approve the request for CBD zoning.

On July 9, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protesters at the MAPC meeting. The MAPC voted 13-0 to approve the request for CBD zoning. Planning staff has received no valid protests.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning and place the ordinance on first reading (simple majority of four votes required).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

OCA 150004

ORDINANCE NO. 50-068

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00023

Zone change from LC Limited Commercial ("LC") to CBD Central Business District ("CBD") on an approximately 0.07-acre property described as:

Lot 20, Chicago now Douglas Avenue, West Wichita Addition, Wichita, Sedgwick County, Kansas, generally located east of Seneca Avenue on the southwest corner of Douglas Avenue and Walnut Street

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

INTEROFFICE MEMORANDUM

TO: MAPC
FROM: Case Bell, Community Liaison
SUBJECT: **ZON2015-00023**
DATE: July 6, 2015

Kathy Morgan, Planning, presented on a request for Central Business District (CBD) generally located east of Seneca Street on the southwest corner of Douglas Avenue and Walnut Street. The applicant is requesting a zone change form LC Limited Commercial to CBD Central Business District on the subject site located on the southwest corner of Douglas Avenue and Walnut Street; Lot 20, Chicago now Douglas Avenue, West Wichita Addition. The site is located in (and subject to) the Delano Overlay Neighborhood District (D-O). The brick two-story downtown row store (built 1900) currently is occupied by a retail motor cycle parts sales store. The property owner is anticipating the retirement of the owner of the motorcycle parts store and a possible change in business. The CBD zoning district more effectively resolves such issues as parking and setbacks that could be triggered by a change in occupancy. This is the third application for CBD zoning in the D-O along Douglas Avenue. Previously ZON2014-00030 and ZON2013-00038 were approved by the MAPC. In the previous two zoning cases and the current request a lack of on-site parking was an issue.

Questions:
Public? If the current owner leaves, will the building still be in compliance for parking with its current zoning? **A:** No it will not.
DAB: They are familiar with the location and have no problem with street parking because in Delano it is expected that you park on the street.

The DAB IV members voted 7-0 to recommend approval of the request.

EXCERPT MINUTES OF THE JULY 9, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00023 - Carl Hebert (owner/applicant) request a City zone change request from LC Limited Commercial to CBD Central Business District on property described as:

Lot 20, Chicago now Douglas Avenue, West Wichita Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change form LC Limited Commercial to CBD Central Business District on the subject site located on the southwest corner of Douglas Avenue and Walnut Street; Lot 20, Chicago now Douglas Avenue, West Wichita Addition. The site is located in (and subject to) the Delano Overlay Neighborhood District (D-O). The brick two-story downtown row store (built 1900) currently is occupied by a retail motor cycle parts sales store. The property owner is anticipating the retirement of the owner of the motorcycle parts store and a possible change in business. The CBD zoning district more effectively resolves such issues as parking and setbacks that could be triggered by a change in occupancy. This is the third application for CBD zoning in the D-O along Douglas Avenue. Previously ZON2014-00030 and ZON2013-00038 were approved by the MAPC. In the previous two zoning cases and the current request a lack of on-site parking was an issue.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for property owners to provide on-site parking. Therefore, many of the uses in the Delano District do not have on-site parking, but have relied on parking located on public street right-of-way to support their businesses. Some of the business owners in the district have purchased additional property that provide on-site parking for their businesses; this does not appear to be an option for this site.

A Metropolitan Area Planning Department (MAPD) parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting this described portion of Douglas Avenue do not provide the current code required number of off-street parking spaces. The MAPD analysis estimates that 5,373 off-street spaces are required, but an estimated 3,989 spaces have been provided.

This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. All buildings along this section of Douglas Avenue were built up to the property lines, with no setbacks. LC and LI Limited Industrial zoned restaurants, a dance studio, retail, and offices abut and are adjacent to the west side of the subject site. A LI zoned parking lot abuts the south the side of the subject site. LI zoned business adjacent to the southwest and southeast side of the site include a barber supply business, a single-family residence, an office and the Regional Historic site Engine House #4. East of the site, across Walnut Street, there are LI and LC zoned tattoo business, a pool hall, a restaurant, a bakery, a parking lot and offices. North of the site, across Douglas Avenue, are LI and LC zoned restaurants, vacant buildings, office, a bike shop, and a convenience store are located. A CBD zoned (ZON2004-00030) vacant building is also located north of the site, across Douglas Avenue. It is not uncommon to have apartments located in the second story of these buildings, with the commercial uses located on the ground floor.

CASE HISTORY: The site, Lot 20, Chicago now Douglas Avenue, West Wichita Addition, which was recorded with the Register of Deeds on August 5, 1872. Wichita was platted in 1870 and incorporated in 1871.

ADJACENT ZONING AND LAND USE:

NORTH: LI, LC, CBD	Restaurants, vacant buildings, office, bike shop, convenience store
SOUTH: LI	Parking lot, barber supply business, single-family residence, office, Regional Historic site Engine #4
EAST: LI, LC	Tattoo business, a pool hall, a restaurant, a bakery, parking lot, offices, second story apartments
WEST: LI, LC	Restaurants, dance studio, retail, offices, second story apartments

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to the arterial street, Douglas Avenue, which has 100 feet of right-of-way and the local street, Walnut Street, which has 80 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there is commercial and/or offices on the ground floor, and residential above.

The requested CBD zoning is the appropriate zoning for this site, which is located west (across the Arkansas River) of the original CBD zoned core of downtown Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area. This is the third application for CBD zoning in the D-O along Douglas Avenue. Previously ZON2014-00030 and ZON2013-00038 were approved by the MAPC.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request for CBD zoning be **APPROVED.**

This recommendation is based on the following findings:

(1)The zoning, uses and character of the neighborhood: This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. All buildings along this section of Douglas Avenue were built up to the property lines. LC and LI Limited Industrial zoned restaurants, a dance studio, retail, and offices abut and are adjacent to the west side of the subject site. A LI zoned parking lot abuts the south the side of the subject site. LI zoned business adjacent to the southwest and southeast side of the site include a barber supply business, a single-family residence, an office and the Regional Historic site Engine House #4. East of the site, across Walnut Street, there are LI and LC zoned tattoo business, a pool hall, a restaurant, a bakery, a parking lot and offices. North of the site, across Douglas Avenue, are LI and LC zoned restaurants, vacant buildings, office, a bike shop, and a convenience store are located. A CBD zoned (ZON2004-00030) vacant building is also located north of the site, across Douglas Avenue. It is not uncommon to have apartments located in the second story of these buildings, with the commercial uses located on the ground floor.

(2) The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC, subject to the D-O Overlay, which permits a wide range of uses – single-family, multi-family, office and retail sales. Surrounding property is zoned similarly as the subject site. As currently zoned, the site could likely be put to economic use.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: The CBD district permits a broader range of commercial uses; however, the D-O district prohibits a significant range of uses regardless of a site's base zoning. The D-O district also requires a substantial number of uses to obtain "conditional use" approval even though the use may be a permitted use by the base zoning district: car wash, manufacturing, warehousing or wholesale or business services. Because of the overlay zoning district, approval of the request should not negatively impact nearby uses.

(4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there is commercial and/or offices on the ground floor, and residential above.

The requested CBD zoning is the appropriate zoning for this site, which is located west (across the Arkansas River) of the original CBD zoned core of downtown Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area. This is the third application for CBD zoning in the D-O along Douglas Avenue. Previously ZON2014-00030 and ZON2013-00038 were approved by the MAPC.

(5) Impact of the proposed development on community facilities: There will be minimal impact on community facilities.

BILL LONGNECKER, Planning Staff presented the Staff Report.

RICHARDSON said he doesn't know what the Delano Overlay calls for in terms of parking. He asked where the CBD zoning was located.

LONGNECKER briefly reviewed CBD zoning in the area. He said the Delano Overlay District did not address the lack of parking in the area. He said lack of parking for previous CBD cases for redevelopment were handled as variances.

RICHARDSON clarified that this was triggered by a change in use.

LONGNECKER said the applicant didn't want to get caught out on parking if the types of businesses changed.

RICHARDSON asked if staff has looked at the issue because it appears to him that everyone up and down the street has the same problem; lack of parking. He asked shouldn't that be addressed proactively instead of one case at a time. He said eventually won't everything become CBD zoned.

MILLER said at the time the Delano Overlay Plan was approved there was no interest in setting up a parking district like Old Town where property owners pay in and the City provides the parking.

DIRECTOR SCHLEGEL said that probably won't change until business owners in Delano want to discuss that. He said there doesn't seem to be a demand for that discussion at this time.

MOTION: To approve subject to staff recommendation.

WARREN moved, **RAMSEY** seconded the motion, and it carried (13-0).

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

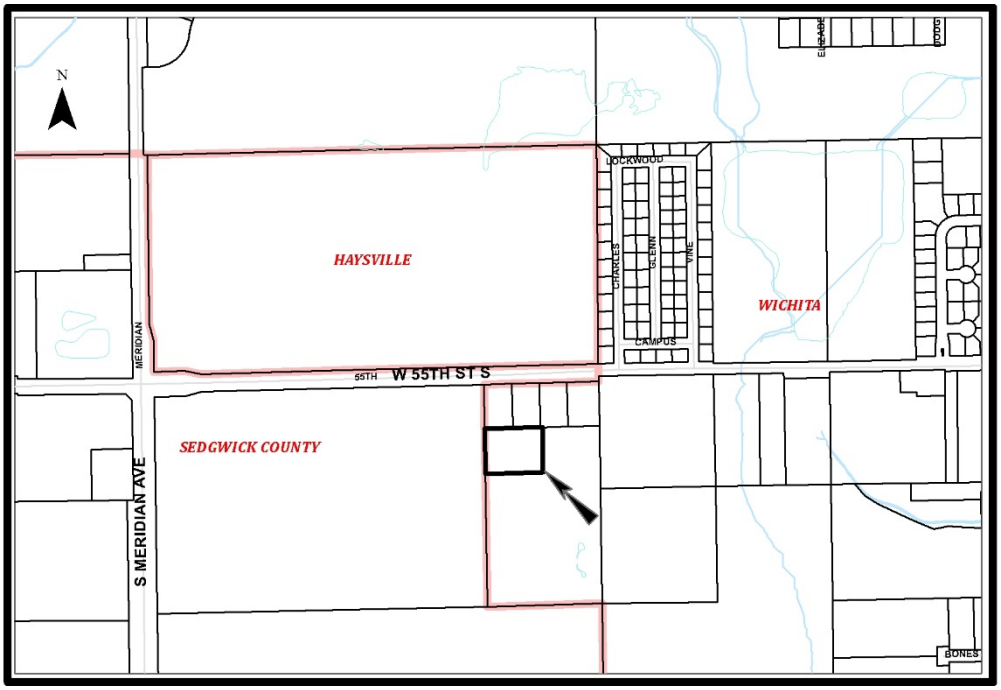
SUBJECT: SUB2015-00005 -- Plat of Slade's Second Addition Located East of Meridian, South of 55th Street South (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)



Background: The site consists of one lot on 1.98 acres and is zoned Single-Family Residential (SF-5).

Analysis: City water and sanitary sewer services are not available to serve the site. The site has been approved by the City Environmental Health Department for the use of on-site sewerage and water wells. The applicant has submitted a Contingent Street Dedication. The applicant has submitted a No Protest Agreement for Future Water Extension and a No Protest Agreement for Future Sewer Extension as requested by City Public Works Department.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Contingent Street

Dedication, No Protest Agreement for Future Water Extension and No Protest Agreement for Future Sewer Extension as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, and authorize the necessary signatures.

Attachments: Contingent Street Dedication.
No Protest Agreement for Future Water Extension.
No Protest Agreement for Future Sewer Extension.

COPY

CONTINGENT STREET DEDICATION

WHEREAS, Daniel R. McClure and Deborah E. McClure are owners of the following described property, to-wit:

The East Half, Except the North 305 feet, of the Northeast Quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas,

which a portion of real estate is now in the process of being platted as "SLADE SECOND ADDITION", Sedgwick County, Kansas; and

WHEREAS, the remainder of the East Half, Except the North 305 feet, of the Northeast Quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas is not currently being developed, but at the sometime in the future may be developed in such a way as to require access to 55th Street South over and across part of the land not being platted but shown on the plat of "SLADE'S SECOND ADDITION" as Joint Driveway Easement and Contingent Street Dedication hereinafter described, and

WHEREAS, the City of Wichita and/or Sedgwick County may in the future require the Contingent Street Dedication hereinafter described for a street right-of-way to serve said remaining portion of said East Half in conjunction with the development and platting of said remainder, and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission has approved the plat of "SLADE'S SECOND ADDITION" subject to and conditioned upon its approval of the contingent Street Dedication hereinafter described,

NOW, THEREFORE, in consideration of the premises and contingent upon the approval of their plat by the Board of City Commissioners of Wichita, Kansas, Daniel R. McClure and Deborah E. McClure, do hereby dedicate to the public for street purposes the following described real estate, to-wit:

A strip of land sufficient in width to accommodate a public street, as consistent with the then current zoning requirements but in no event to exceed 70 feet when combined with the "Joint Driveway Easement and Contingent Street Dedication" shown for Lot 1, Block 1 on the plat of "SLADE'S SECOND ADDITION", the strip is described as Beginning at the Southwest corner of Lot 3, Block A, Slade's First Subdivision, Sedgwick County, Kansas; thence East along the South line of said Slade's First Subdivision a distance of 12.18 feet for the Point of Beginning; thence continuing East along the South line of said Slade's First Subdivision for a distance of 22.82 feet; thence South along a line parallel with the East line of the East Half of the Northeast Quarter of the Northwest Quarter of

Section 30, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas and 308.39 feet distant West from said East Line a distance of 260.00 feet; thence West parallel with the South line of said Slade's First Subdivision a distance of 22.82 feet; thence North 260.00 feet to the Point of Beginning.

PROVIDED, HOWEVER, that neither the public, nor the City of Wichita, nor Sedgwick County shall be entitled to the use of said area for street purposes, installation of utilities or other similar street use, nor shall possession of said area designated as "Joint Driveway Easement and Contingent Street Dedication" by the owners, their successors and assigns be disturbed or interfered with until such time as there is a dedicated or platted street right-of-way to service additional platted lots if required by the City of Wichita, and further specifically provided that in the event the described remainder of said East Half should be developed and platted in such a fashion as to extinguish the need for access to 55th Street South over and across said "Joint Driveway Easement and Contingent Street Dedication", then the dedication for street purposes shall become null and void, and the Joint Driveway Easement shall continue to exist for the benefit of the owner of Lot 1, Block 1 in "SLADE'S SECOND ADDITION", Sedgwick County, Kansas together with rights of access to and from 55th Street South at the location shown on the plat of "SLADE'S SECOND ADDITION".

The recording of this instrument shall constitute a covenant running with the land and shall bind the grantors hereof their successors and assigns.

This dedication, conditioned as aforesaid, shall be accepted by the City of Wichita and Sedgwick county upon the recording of this instrument and such acceptance by the City of Wichita and Sedgwick County, as aforesaid, shall constitute acquiescence in and agreement to all of the terms and provisions hereof.

IN WITNESS WHEREOF, Daniel R. McClure and Deborah E. McClure have executed this instrument on this _____ day of July, 2015.

Daniel R. McClure

Deborah E. McClure

State of Kansas)
) SS
Sedgwick County)

The forgoing instrument was acknowledged before me this 6 day of July, 2015, by Daniel R. McClure and Deborah E. McClure.

My commission expires: 01/09/16

Notary Public

AMBER L. NIKKEL
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 01/09/16

APPROVED AS TO FORM

Jennifer Magana, City Attorney at Law

NO PROTEST AGREEMENT FOR FUTURE WATER EXTENSION

This Agreement made and entered into this 7th day of __July_____, 2015__ by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Daniel R. McClure and Deborah E. McClure, Owner(s), party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) [is/are] the owner(s) of real property legally described as:

Lot 1, Block 1, Slade's Second Addition

and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant [Owner's/Owners'] request for subject plat to said real property, without making necessary the submittal of petitions for waterline improvements to serve said property.

2. Owner(s), on [his/her/its/their] own behalf and on behalf of [his/her/its/their] heirs, assigns and successors in interest, irrevocably waive(s) [his/her/its/their] right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a waterline extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of [his/her/its/their] right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against [Owner's/Owners'] said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

I/We, Daniel R. McClure and Deborah E. McClure, owner(s) of Lot 1, Block 1, Slade's Second Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer and water improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lot 1, Block 1, Slade's Second Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 7th day of __July_____, 2015_.

Daniel R. McClure, Owner

Deborah E. McClure, Owner

CITY OF WICHITA

By:_____
Jeff Longwell, Mayor

ATTEST: _____
Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 7th day of July, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Daniel R. McClure and Deborah E McClure, owner(s), personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Kim Winkler
Notary Public

My Commission Expires: 1/9/2016

SEAL

KIM WINKLER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1/9/2016

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 20 ___, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

_____
Notary Public

My Commission Expires:_____

SEAL

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION

This Agreement made and entered into this 7th day of ___July_____, 2015_ by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Daniel R. McClure and Deborah E. McClure, Owner(s), party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) [is/are] the owner(s) of real property legally described as:

Lot 1, Block 1, Slade's Second Addition

and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant [Owner's/Owners'] request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.

2. Owner(s), on [his/her/its/their] own behalf and on behalf of [his/her/its/their] heirs, assigns and successors in interest, irrevocably waive(s) [his/her/its/their] right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of [his/her/its/their] right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against [Owner's/Owners'] said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

I/We, Daniel R. McClure and Deborah E. McClure, owner(s) of Lot 1, Block 1, Slade's Second, Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer and water improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lot 1, Block 1, Slade's Second Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 7th day of __July_____, 2015_.

Daniel R. McClure, Owner

Deborah E. McClure, Owner

CITY OF WICHITA

By:_____
Jeff Longwell, Mayor

ATTEST: _____
Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 7th day of July, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Daniel R. McClure and Deborah E McClure, owner(s), personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Notary Public

My Commission Expires: 1/9/2016

SEAL

KIM WINKLER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1/9/2016

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 20 ___, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

_____
Notary Public

My Commission Expires:_____

SEAL

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-18

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

SUBJECT: VAC2015-00018 - Request to Vacate a Portion of a Platted Utility Easement on Property Generally Located Midway Between Webb and Greenwich Roads, South of Harry Street, West of Smithmoor Street on the South End of Countryside Circle. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).

Background: The applicants propose to vacate the south 10-foot half of the of the platted 20-foot utility easement, split in half by the common interior property line of Lot 30 (subject property) and Lot 29, all in Block 1, Smithmoor First Addition. The subject easement also abuts a platted 20-foot utility easement located on its west side, which has a sewer line located in it, and Countryside Circle, a public street, on the east. The vacation request will not impact the sewer line. The vacation request will not encroach into the Unified Zoning Code's Single-Family Residential ("SF-5") zoned 6-foot interior side yard setback. There are no utilities located in the subject easement. The Smithmoor First Addition was recorded with the Register of Deeds on September 23, 1986.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PORTION OF A PLATTED UTULITY EASEMENT	)	
GENERALLY LOCATED WEBB & GREENWICH ROADS, SOUTH OF HARRY STREET, WEST OF SMITHMOOR STREET ON THE SOUTH END OF COUNTRYSIDE CIRCLE	)	**VAC2015-00018**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 11th day of August, 2015, comes on for hearing the petition for vacation filed by Dan & Katie Harmon (owners), praying for the vacation of the following described portion of a platted utility easement, to-wit:

The south 10 feet of the of the platted 20-foot utility easement; that 10 feet which is located on (and running parallel to) the north interior property line of Lot 30, Block 1, Smithmoor First Addition, to Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 28, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portion of the platted utility easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portion of the platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 11th day of August, 2015, ordered that the above-described portion of the platted utility easement, is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-19

City of Wichita
City Council Meeting
August 11, 2015

TO: Mayor and City Council

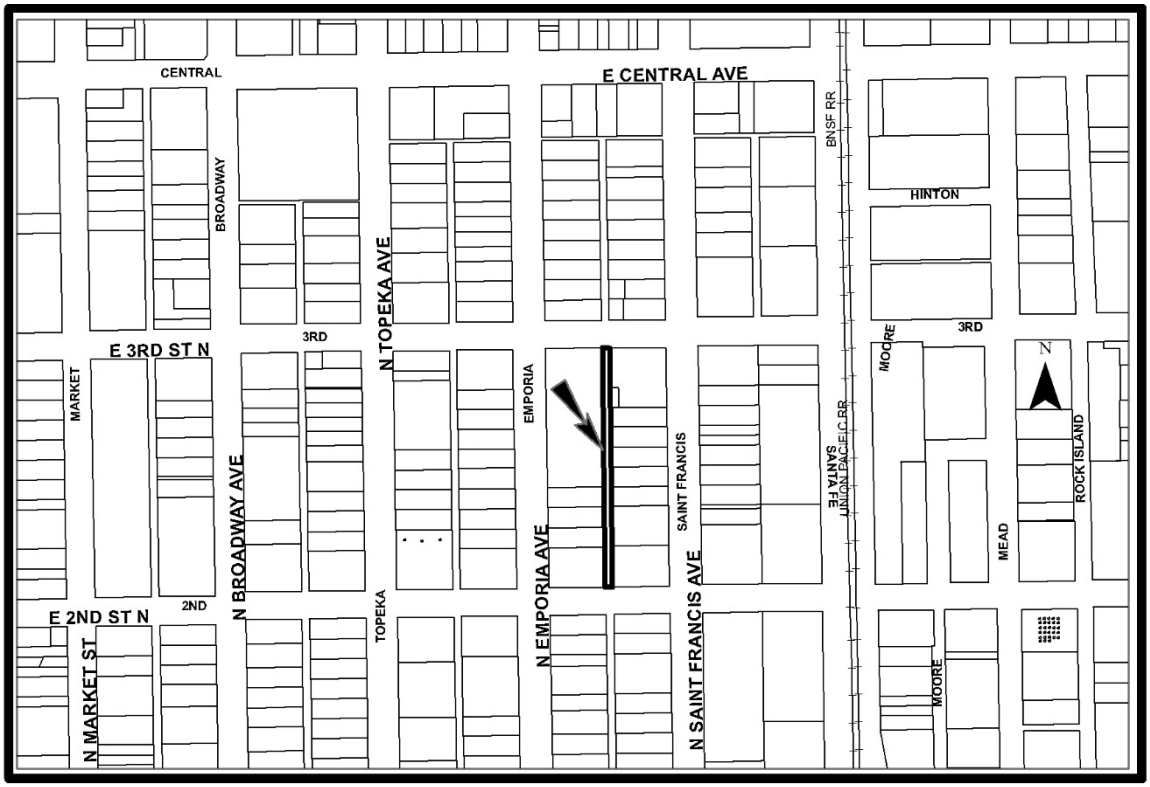
SUBJECT: VAC2015-00019 - Request to Vacate a Platted Alley Generally Located Between Emporia Avenue – 3rd Street – St. Francis Avenue - 2nd Street. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



Background: The applicants are requesting the vacation of the paved, platted 20-foot wide alley right-of-way, abutting Lots 65-43 (odd, Emporia Avenue side), Lots 66-44 (even, was Fourth Avenue now St. Francis Avenue side), the north side of 2nd Street, the south side of 3rd Street, all in the JR Mead Addition. There is a sewer line and manholes, stormwater equipment and power poles and lines located in the alley. No property will be denied access to public street right-of-way if the vacation is approved. All of the abutting property owners have signed the application/petition to vacate the alley. The JR Mead Addition was recorded with the Register of Deeds on September 26, 1870.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, the utility easement dedicated by separate instrument and covenants binding and tying the vacated alley to the abutting private properties. The original Vacation Order, the utility easement dedicated by separate instrument and covenants binding and tying the vacated alley to the abutting private properties will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- A utility easement dedicated by separate instrument
- Covenants binding and tying the vacated alley to the abutting private properties

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTED ALLEY	)	
GENERALLY LOCATED BETWEEN EMPORIA AVENUE – 3RD STREET – ST. FRANCIS AVENUE - 3RD STREET	)	**VAC2015-00019**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 11th day of August, 2015, comes on for hearing the petition for vacation filed by Wichita High, LLC, c/o David Burk, Marketplace Properties LLC, c/o David Burk, United Methodist Open Door, Inc., c/o Dean Smith, Chestnut Properties, c/o Stan Gegen, Pixius Communications LLC, c/o Jay Maxwell, Coordinated Systems & Supplies Inc., David Burke, and Deborah & David Burke (owners), praying for the vacation of the following described platted alley, to-wit:

A 20 foot alley located between Lots 65-43 on Emporia Ave. and Lots 66-44 on St. Francis Ave., between the North right of way (ROW) line on 2nd Street North and the South right of way (ROW) on 3rd Street North, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 28, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the platted alley and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. A 20-foot wide utility easement dedicated by separate instrument will be recorded with this Vacation Order at the Sedgwick County Register of Deeds.

5. Covenants binding and tying the described vacated alley to the abutting private properties will be recorded with this Vacation Order at the Sedgwick County Register of Deeds and the Sedgwick County Appraiser's Office.

6. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

7. The vacation of the described platted alley, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 11th day of August, 2015, ordered that the above-described platted alley, is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

UTILITY AND DRAINAGE EASEMENT

THIS EASEMENT made this 15th day of July, 20 15,

by and between

all of the owners of the lots abutting the alley between Lots 65-43 on Emporia Ave. and Lots 66-44 on St. Francis Ave., between the North right of way (ROW) line on 2nd Street North and the South right of way (ROW) on 3rd Street North, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas

of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar ($1), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of utilities and drainage along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

A 20 foot utility and drainage easement being located on the vacated alley between Lots 65-43 on Emporia Ave. and Lots 66-44 on St. Francis Ave., between the North right of way (ROW) line on 2nd Street North and the South right of way (ROW) on 3rd Street North, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas.

IN WITNESS WHEREOF: The said first parties have signed these presents.

Lots 65-43 on Emporia Ave.

Signature

DAVID BURK, MGR.

(Name, Title) Wichita High LLC.

~~VAC 2015-19~~
VAC 2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas David Burk, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

Lots 47-43 on Emporia Ave.

Signature

Deann Smith, Executive Director
(Name, Title) United Methodist Open Door Inc.

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Deann Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

Lots 66-62 on St. Francis Ave

David Burk, Owner

Deborah Burk, Owner

VAC 2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Dave Burk, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Deborah Burk, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

Lots 62-56 on St. Francis Ave.

David Burk

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas David Burk, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

VAC2015-00019

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

Lots 54 on St. Francis.

Signature

DAVID BURK, MGR.
(Name, Title) Market Place Properties LLC.

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas David Burk, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

Lots 52-48 on St. Francis

Signature

Stan Gegen, President
(Name, Title) Chestnut Properties,LLC.

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Stan Gegen, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

Lots 46-44 on St. Francis

Signature

MANAGING MEMBER

(Name, Title) Pixius Communications,LLC.

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Jay Maxwell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 15th day of July, 2015.

Koni Foster

Notary Public

KONI FOSTER
Notary Public, State of Kansas
My Appointment Expires
July 24, 2018

Restrictive Covenant

THIS DECLARATION, made this 15th day of July 2015, by Pixius Communications, LLC, Hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property:

Even numbered lots 46-44 on St. Francis. and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, and,

NOW, THEREFORE, Declaration hereby declares that, for and in consideration of the recitals, Declaration does hereby covenant and agree as follow:

Even numbered lots 46-44 on St. Francis. and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel. Furthermore, neither parcel shall be sold for separate use.

This covenant shall remain in force until the property is re-platted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenants, condition, and restrictions on the property created and in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers, all on the day and year first above written.

Signature

Managing Member

(Name, Title) Pixius Communications, LLC

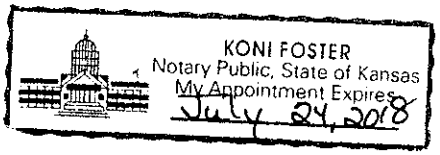
VAC2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Jay Maxwell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Koni Foster
Notary Public



Restrictive Covenant

THIS DECLARATION, made this 15TH day of JULY 2015, by Chestnut Properties, LLC, Hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property:

Even numbered lots 52-48 on St. Francis. and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, and,

NOW, THEREFORE, Declaration hereby declares that, for and in consideration of the recitals, Declaration does hereby covenant and agree as follow:

Even numbered lots 52-48 on St. Francis. and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel. Furthermore, neither parcel shall be sold for separate use.

This covenant shall remain in force until the property is re-platted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenants, condition, and restrictions on the property created and in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers, all on the day and year first above written.

Stan Gegen

Signature

Stan Gegen, President

(Name, Title) Chestnut Properties, LLC

VAC2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Stan Geyer, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Rebecca R. McLean
Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

Restrictive Covenant

THIS DECLARATION, made this 15TH day of JULY 2015, by Market Place Properties, LLC, Hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property:

Lots 54, and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, and,

NOW, THEREFORE, Declaration hereby declares that, for and in consideration of the recitals, Declaration does hereby covenant and agree as follow:

Lot 54, and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel. Furthermore, neither parcel shall be sold for separate use.

This covenant shall remain in force until the property is re-platted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenants, condition, and restrictions on the property created and in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers, all on the day and year first above written.

Signature

DAVID BURK, MGR.

(Name, Title) Market Place Properties, LLC

VAC2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas _David Burk_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

VAC2015-00019

Restrictive Covenant

THIS DECLARATION, made this 15TH day of JULY 2015, by David Burk, Hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property:

Even numbered lots 56-60 and the west 20 feet of lot 62 on St. Francis. and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, and,

NOW, THEREFORE, Declaration hereby declares that, for and in consideration of the recitals, Declaration does hereby covenant and agree as follow:

Even numbered lots 56-60 and the west 20 feet of lot 62 on St. Francis. and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel. Furthermore, neither parcel shall be sold for separate use.

This covenant shall remain in force until the property is re-platted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenants, condition, and restrictions on the property created and in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers, all on the day and year first above written.

By: _____
David Burk, Owner

VAC2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas _David Burk_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Rebecca R. McLean

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

VAC2015-00019

Restrictive Covenant

THIS DECLARATION, made this 15TH day of JULY 2015, by David Burk and Deborah Burk, Hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property:

Even numbered lots 66, 64, and lot 62 except the west 20 feet, on St. Francis and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, and,

NOW, THEREFORE, Declaration hereby declares that, for and in consideration of the recitals, Declaration does hereby covenant and agree as follow:

Even numbered lots 66, 64, and lot 62 except the west 20 feet, on St. Francis and the east 10 feet of the adjacent vacated alley on the west, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel. Furthermore, neither parcel shall be sold for separate use.

This covenant shall remain in force until the property is re-platted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenants, condition, and restrictions on the property created and in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers, all on the day and year first above written.

By: _____
David Burk, Owner

By: _____
Deborah Burk, Owner

VAC2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK COUNTY)

Personally appeared before me a notary public for the State of Kansas _David Burk_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Dated at Wichita, Kansas, this 14 day of July, 2015.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas _Deborah Burk_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

VAC2015-00019

Restrictive Covenant

THIS DECLARATION, made this 15th day of July 2015, by United Methodist Open Door, Inc, Hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property:

Odd numbered lots 47-43 on Emporia Ave. and the west 10 feet of the adjacent vacated alley on the east, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, and,

NOW, THEREFORE, Declaration hereby declares that, for and in consideration of the recitals, Declaration does hereby covenant and agree as follow:

Odd numbered lots 47-43 on Emporia Ave. and the west 10 feet of the adjacent vacated alley on the east, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel. Furthermore, neither parcel shall be sold for separate use.

This covenant shall remain in force until the property is re-platted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenants, condition, and restrictions on the property created and in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers, all on the day and year first above written.

Deann Smith

Signature

Deann Smith, Executive Director

(Name, Title) United Methodist Open Door, Inc

VAC2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas Deann Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

VAC2015-00019

Restrictive Covenant

THIS DECLARATION, made this 15TH day of JULY 2015, by Wichita High, LLC, Hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property:

Odd numbered lots 65-49 on Emporia Ave. and the west 10 feet of the adjacent vacated alley on the east, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, and,

NOW, THEREFORE, Declaration hereby declares that, for and in consideration of the recitals, Declaration does hereby covenant and agree as follow:

Odd numbered lots 65-49 on Emporia Ave. and the west 10 feet of the adjacent vacated alley on the east, all being in JR Meads Addition, to Wichita, Sedgwick County, Kansas, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel. Furthermore, neither parcel shall be sold for separate use.

This covenant shall remain in force until the property is re-platted into a different lot configuration or this Restrictive Covenant is released through a public hearing process.

The covenants, condition, and restrictions on the property created and in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers, all on the day and year first above written.

Signature

DAVID BURK, MGR.

(Name, Title) Wichita High, LLC

VAC2015-00019

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Personally appeared before me a notary public for the State of Kansas _David Burk_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

REBECCA R. McCLEAN
Notary Public - State of Kansas
My Appt. Expires 11-18-2017

VAC2015-00019

Agenda Item No. II-20

City of Wichita
City Council Meeting
August 11, 2015

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3) Terminal Apron Phase IV-B
Budget Initiation and Supplemental Agreement No. 2
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project budget and the supplemental agreement.

Background: The Terminal Apron Phase IV-B project will demolish the gates, concourses and airfield portions of the old terminal and will construct new aircraft strength pavement to serve Gates 10, 11 and 12 of the new terminal. In addition, it includes the construction of an airline ground service equipment area adjacent to Gate 1. A contract for design of this project with Professional Engineering Consultants (PEC) was approved by the Wichita Airport Authority (WAA) on September 9, 2014.

Analysis: Part of this project was initiated by the WAA on June 21, 2011 as part of Air Capital Terminal 3 (ACT 3) program. The remainder of the work is listed as separate projects in the proposed 2015 CIP. The projects were combined into a single construction project after conferring with the Federal Aviation Administration (FAA) and receiving their concurrence and guidance. This coordination will minimize airfield disruption which will lessen the risk to airfield safety. A supplemental agreement with PEC in the amount of $1,232,395 has been prepared to provide construction related services as well as additional design required for the combination of the projects.

Financial Considerations: The ACT 3 budget includes $9,710,600 for a portion of this project. An additional project budget of $4,812,715 is requested to cover the remainder including the FAA-ineligible portions of the project. The services provided by PEC are a covered expense of this budget. This program is funded with Airport Improvement Program grants, Passenger Facility Charge collections, and available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

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

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

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 2

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Remit to Address:
PO Box 92
Wichita, KS 67201

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated September 09, 2014 and Supplemental #1 dated January 20, 2015 for consulting services to be provided by the CONSULTANT in conjunction with the Construction of Terminal Apron Phase IV and the Demolition of the Existing Terminal and Concourses at Dwight D. Eisenhower National Airport (formerly known as The Wichita Mid-Continent Airport), hereinafter called the "PROJECT"; and

WHEREAS, the OWNER desires that the CONSULTANT provide additional design services for a conditioned pre-engineered building to house the airport receiving station, reroute FAA cable outside of Terminal Basement and coordinate with FAA, separate the demolition of the occupied portion of the Terminal Building from the project, and for pre-rebid of the PROJECT.

WHEREAS, the OWNER now desires to proceed with Article I, Exhibit A.(III) Construction Phase Services of the existing Agreement in conjunction with constructing the PROJECT under the title: Existing Terminal Demolition and Reconstruction of Terminal Apron

– Phase 4B [Part 1], FAA AIP Project Number 3-20-0088-0069, City of Wichita Project Number 455-361-8;

WHEREAS, Article I, Exhibit A.(III) of the existing Agreement provides that the Scope of Services and Payment to the CONSULTANT for furnishing Construction Phase Services for the PROJECT shall be established by Supplemental Agreement; and

WHEREAS, it is the desire of both parties that the CONSULTANT provide Construction Phase Services for the PROJECT, and in compliance with the F.A.A. Central Region criteria:

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

I. SCOPE OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. Provide a credit for the unused design services from the original agreement for the Hanger 20 Demolition Architectural Design Phase and the Hangar 20 Demolition Architectural Bid Phase.

2. Provide additional design services for a conditioned pre-engineered building to house the airport receiving station.

3. Provide additional design services to reroute FAA cable outside of Terminal Basement and coordinate with FAA.

4. Provide additional design services to separate the demolition of the occupied portion of the Terminal Building from the project.

5. Provide additional design services for Pre-Rebid Services (Phase 4B Part 1):

   a. Conduct a Pre-Bid Conference that will include a site tour.

   b. Bidding assistance including response to Contractor Questions and preparation of times for including in Addenda

c. Provide to the Owner and Official Engineer's Estimate prior to bid opening.

6. Provide additional design services for schematic costing and concept development for the demo of old terminal building.

B. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of the CONSULTANT's Project Manager.

1. Pre-Construction

a. Conduct Preconstruction Conference per AC 150/5300-9.

b. Develop Construction Observation program per Sponsor's Grant condition.

2. During Construction Provide the Following:

a. Prepare estimate forms for periodic payment to the Contractor.

b. Receive and review Contractor's Quality Control Program and Safety Plan Compliance Document.

c. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.

d. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.

e. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.

f. Conduct acceptance reviews of shop drawings and materials certifications.

g. Assist OWNER with Buy American Preferences compliance.

h. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.

i. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.

j. Conduct Final Inspection of the work.

k. Issue Certificate of Completion when the PROJECT has been completed.

l. Meet with OWNER as requested during construction to review progress.

m. Track pending changes and monthly submit to Owner a report of potential and pending changes.

3. After Construction Provide the Following:

a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident PROJECT Representative.

b. Deliver "Record" drawings to the OWNER in hard copy (black line bond) within 30 days of Substantial Completion. Upon OWNER approval of black line hard copy record drawings, deliver digital form (CD-ROM & pdf full-size) within 30 days. Digital files shall include only those drawings prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (pdf, individual MS Word files when requested) with the "Record" drawings.

c. Provide a "Summary of Test Reports" on the completed work.

d. Prepare "Certificates of Completion" for review by the CONSULTANT's Project Manager and submit same to the OWNER.

e. Develop documentation of the final construction report to address items such as: narrative of work performed, summary of milestone data, contract time, project costs, contract changes, Buy American provision, photos, final inspection. Provide within 30 days of Final Acceptance.

C. RESIDENT ENGINEERING SERVICES. Resident Engineering duties will routinely be the responsibility of the CONSULTANT's Resident PROJECT Representative.

1. During Construction Provide the Following:

a. Provide personnel acceptable to the OWNER to perform technical observation during construction of the PROJECT, including a full-time Resident PROJECT Representative, who shall be supervised by the PROJECT Resident Engineer. The Resident Engineer shall be a registered Professional Engineer with qualifications conforming to the Central Region FAA "Standards for Construction Observation", and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of

materials and equipment by the Resident PROJECT Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for the OWNER against defects and deficiencies in the work; but the furnishing of such resident PROJECT representation shall not make the CONSULTANT responsible for the Contractor's failure to perform the construction work in accordance with the contract documents. The Resident Engineer or Inspector has the authority to reject both unsatisfactory workmanship and materials. The Resident Engineer or Inspector informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.

b. Establish construction layout control points including benchmarks and horizontal control points as may be required. Periodically review and check in field the Contractor's staking notes and layout.

c. Supervise inspection and OWNER responsible testing. Arrange for, conduct (or witness), field, laboratory, and shop tests of construction materials as required by the plans and specifications; determine the suitability of materials; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work. Daily diary of work activities shall be accomplished by using FAA Form 5370-1 or something similar.

d. Photograph existing conditions prior to construction beginning, during construction, and after Project Acceptance. File and document as per FAA requirements.

e. Perform inspection of stormwater systems impacted by construction. Inspections to be performed at least every 14 days, plus within 24 hours of all precipitation events of ½" or greater until full-time inspection is no longer being provided by the Resident Engineer, at which time the OWNER will assume responsibility for performing these inspections until a Notice of Termination is issued to the Contractor.

f. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.

g. Attend all project meetings, develop and provide minutes of project meetings within 7 days after the meeting.

h. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to the CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.

i. Monitor Contractor's compliance with Buy American contract provision.

j. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.

k. Monitor compliance with the Construction Safety and Phasing Plan (CSPP) and the Contractor's Safety Plan Compliance Document (SPCD).

l. Perform on-site Labor Standard Interviews and provide documentation within seven calendar days.

m. Review requests for monthly and final payments to the Contractor, monitor the status of the required supporting documentation, and forward same to the OWNER with recommendations for approval.

n. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to the CONSULTANT'S Project Manager for review and thenceforth to the OWNER for approval.

o. Review work performed by DBE Contractors for conformance with their Contractual responsibilities.

p. Provide on-site and local transportation for the Resident PROJECT Representative and supporting staff to perform the duties.

q. Provide basic testing equipment and supplies for the Resident PROJECT Representative and supporting staff to perform the duties associated with the OWNERS quality assurance testing at the frequency and manner set forth in the specifications.

r. Monitor DBE subcontractors on-site activities regarding utilizing their own forces, equipment and materials.

s. Monitor DBE subcontractors on-site activities to regarding providing commercially useful functions.

t. Verify DBE subcontractors business names on the on-site equipment and vehicles are not covered with paint or magnetic signs.

u. Provide special field office equipment and all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.

v. Receive and prepare recommendations relative to work performed by inspection bureaus and outside commercial testing laboratories for inspection and/or testing of materials or procedures entering into the construction, except that the cost of all such tests and inspections by bureaus and outside commercial testing laboratories, shall be authorized and paid for by the OWNER.

w. Meet with the OWNER as necessary to confer with respect to the duties and project services.

x. Maintain a set of working drawings on the job site that can be used to prepare "as-built" drawings.

y. Attend and conduct a final walk through and inspection of the completed project with the contractor and Owner.

z. Develop punch list and monitor completion of punch list items

aa. Prepare and distribute record of final inspection.

II. TIME OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. The CONSULTANT shall commence work on the PROJECT immediately following authorization by the OWNER to proceed and shall endeavor to complete the additional services in accordance with the design schedule for the existing PROJECT.

B. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

1. CONSULTANT shall commence work on the PROJECT upon receipt of Authorization to Proceed from the OWNER.

2. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this Agreement are based on a Tentative Notice to Proceed #1 (Administrative) (tentatively July 2015) substantial completion for Phase the GSE Area of the project, within 100 calendar days following the date published in Notice to Proceed #2 (tentatively September 2015); final acceptance for the GSE Area of the project, within 105 calendar days following the date published in Notice to Proceed #2, substantial completion for the remaining phases (1-3) of work, within 365 calendar days following the date published in Notice to Proceed #2, and Final Acceptance for the remaining phases (1-3) of the project, within 375 calendar days following the date published in Notice to Proceed #2, exclusive of any delays beyond the control of the CONSULTANT.

III. EXCLUSIONS

A. Review of the Contractor's weekly payroll statements and comparison with the labor Standards Interviews. This will be provided by the Owner.

B. Observation of Contractor activities other than a single shift Monday through Saturday from 15 minutes after sunrise to 15 minutes prior to sunset. If the Contractor is granted permission to work during these excluded time frames, staff will be available for observation but will be considered working outside the scope and therefore eligible for additional fee.

C. Work on Sunday and Owner observed Holidays. If the Contractor is granted permission to work during the excluded days, staff will be available for observation but will be considered working outside the scope and therefore eligible for additional fee.

D. Testing for Sanitary Sewer pressure, simulated flow, pipe deflection, video recording and log, manhole vacuum testing.

E. Storm Water Sewer video recording and log.

F. Water Quality Testing.

G. Documentation, Testing, Inspection, and Certification to satisfy the City of Wichita Private Project requirements.

IV. THE OWNER AGREES

A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities including high speed internet service and the monthly costs associated therewith.

B. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

V. PAYMENT PROVISIONS

A. ADDITIONAL DESIGN SERVICES

1. A credit is provided to the Owner for the unused design services as outlined in Paragraph I.A.1 ADDITONAL DESIGN SERVICES from the original agreement for the Hanger 20 Demolition Architectural Design Phase ($6,498.36) and the Hangar 20 Demolition Architectural Bid Phase ($1,211.76). These items are eligible for FAA AIP funds.

2. Payment to the CONSULTANT for services as outlined in Paragraph I.A.2 ADDITONAL DESIGN SERVICES to provide additional design services to design conditioned pre-engineered building to house the airport receiving station shall be on a basis of a lump sum of $10,524.47 as detailed in Exhibit SA2-A1. This item is eligible for FAA AIP funds.

3. Payment to the CONSULTANT for services as outlined in Paragraph I.A.3 ADDITONAL DESIGN SERVICES to provide a reroute for FAA cable outside of Terminal Basement and coordinate with FAA shall be on a basis of a lump sum of $4,542.15 as detailed in Exhibit SA2-A2. This item is eligible for FAA AIP funds.

4. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.4 ADDITIONAL DESIGN SERVICES to separate the demolition of the occupied portion of the Terminal Building from the project shall be on a basis of a lump sum of $42,436.83 as detailed in Exhibit SA2-A3. This item is not eligible for FAA AIP funds.

5. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.5 ADDITIONAL DESIGN SERVICES for Pre-Rebid Services shall be on a basis of a lump sum of $11,872.93 as detailed in Exhibit SA2-A4. This item is not eligible for FAA AIP funds.

6. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.6 ADDITIONAL DESIGN SERVICES for schematic costing and concept development for the demo of old terminal building shall be on a basis of a lump sum of $5,551.57 as detailed in Exhibit SA2-A5. This item is not eligible for FAA AIP funds.

Total fee for the Additional Design Services is $67,217.83, of which $59,861.33 is not eligible and $7,356.50 is eligible for FAA AIP funds.

B. CONTRACT ADMINISTRATION

Payment to the CONSULTANT for services provided as outlined in Paragraph I.B. CONTRACT ADMINISTRATION shall be generally in accordance with Exhibits SA2-B1 attached, and shall be on the basis of cost, plus a fixed fee for profit of $7,322.08, which shall be limited to 15-percent of the CONSULTANT's direct labor and overhead costs, the total including reimbursable expenses shall not exceed $63,919.72, of which $1,000 is not eligible and $62,919.72 is eligible for FAA AIP funding as shown in the breakdown in Exhibit SA2-B1. The actual breakdown of these costs will based on actual charges associated with the assigned scope of work. This item is eligible for FAA AIP funds except for the Environmental Contract Administration for the asbestos abatement.

C. RESIDENT ENGINEERING SERVICES

Payment to the CONSULTANT for services provided as outlined in Paragraph I.C. RESIDENT ENGINEERING SERVICES shall be generally in accordance with Exhibits SA2-B2 and SA2-C1 attached, and shall be on the basis of cost, plus a fixed fee for profit of $134,645.75, which shall be limited to 15-percent of the CONSULTANT's direct labor and overhead costs, the total including reimbursable expenses shall not exceed $1,101,257.24 all of which is eligible for FAA AIP funds as shown in the breakdown in Exhibit SA2-B1. The actual breakdown of these costs will based on actual charges associated with the assigned scope of work.

Total Fee for Additional Design Services, Contract Administration, and Resident Engineering Services is $1,232,394.79, of which $60,861.33 is not eligible and $1,171,533.46 is eligible for FAA AIP funds.

D. OVERHEAD

For purposes of this Agreement, the CONSULTANT's overhead factor from the annual compliance audit for the fiscal year ending September 2012 shall be fixed at 148.86. The authoritative source of compliance for this audit is Title 48 CFR Part 31 and proof of compliance shall be provided to the Owner prior to the execution of this Supplemental Agreement.

E. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the Contract time as identified in II.A.2 the CONSULTANT shall be deemed to be performing additional services outside of this agreement in which case should the maximum contract amount as set forth in Paragraph V.A. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected. The CONSULTANT shall notify the OWNER a minimum of 45 days in advance of any foreseeable need to perform extra work. CONSULTANT shall notify the Owner when 90% of the total fee has been reached.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by Supplemental Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
"OWNER"

By: _____
Karen Sublett, City Clerk

By: _____
Jeff Longwell, President

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: 7-29-15
Jennifer Magãna
Director of Law

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.
"CONSULTANT"

By: _____
Robert D. Biby, P.E.
Executive Vice President

By: _____
Bradley J. Edmundson, P.E.
Executive Vice President

Attachments:

EXHIBIT SA2-A1: Receiving Station Building
EXHIBIT SA2-A2: Reroute FAA Cables
EXHIBIT SA2-A3: Separate Occupied Building Demo
EXHIBIT SA2-A4: Pre-Rebid Services
EXHIBIT SA2-A5: Schematic Costing & Concept Development Demo Old Bldg.
EXHIBIT SA2-B1: Construction Administration
EXHIBIT SA2-B2: Resident Engineering Services
EXHIBIT SA2-C1: Materials Testing Total Fee.

Project: Terminal Apron Phase IV and Terminal Deconstruction
Location: Wichita, KS
Airport: Wichita Mid-Continent Airport

Exhibit SA2-A1

Date: January 29, 2015

Receiving Station Building - Architectural - GLMV Architecture FAA AIP Eligible

ID	Work Description	Principal	Project Manager	Project Architect	Architect	Project Architect	Design Tech.	Clerical	CAD Machine HOURS as Expense
1	**Architechtctural**								
1.01	**Design of Building floor plans, elevations, door schedules, notes**					10	40		40
1.02	Modify specifications					2			
									CAD Machine HOURS as Expense
	TOTAL HOURS =	0	0	0	0	12	40	0	40
	HOURLY RATES =	$70.00	$46.00	$38.00	$33.00	$38.00	$26.00	$21.00	$18.00
	SUBTOTAL =		$0.00	$0.00	$0.00	$456.00	$1,040.00	$0.00	$720.00

TOTAL HOURS = 40
TOTAL DIRECT LABOR = $1,496.00

EXPENSES (Lump Sum):		
CAD hrs @ $18.00/Hour	40	$720.00

DIRECT LABOR			$1,496.00
OVERHEAD (2013)	170.00%		$2,543.20
SUBTOTAL (Labor and Overhead)			$4,039.20

Receiving Station Building - PEC Engineer

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Project Architect	Design Tech.	Drafter	CAD Machine HOURS as Expense
2	**Electrical**								
1.01	Building Service			4					2
1.02	Building Lighting			1					1
1.03	Building Power			1					1
1.04	Hazardous Location Code Research			1					
1.05	Receiving Station Billing/Control Specification			2					
3	**Mechanical**								
3.01	Provide construction documents for receiving station building, including Heating and Ventilating the space as well as required plumbing utilities within the building, to a point 5'-0" outside the building.			4	6				8
4	**Structural**								
1.00	Provide construction documents for receiving station pit, including grating and curb.		2		14			8	8
1.01	Provide construction documents for metal building foundations, including estimating building reactions.		2		14			8	8
									CAD Machine HOURS as
	TOTAL HOURS =	0	4	13	34	0	0	16	28
	HOURLY RATES =	$45.00	$38.75	$33.80	$25.20		$24.60	$20.20	$18.00
	SUBTOTAL =	$0.00	$155.00	$439.40	$856.80		$0.00	$323.20	$504.00

TOTAL HOURS = 67
TOTAL DIRECT LABOR = $1,774.40

EXPENSES (Lump Sum):		
CAD hrs @ $18.00/Hour	28	$504.00

Engineer Direct Labor			$1,774.40
Engineer Overhead	148.86%		$2,641.37
Engineer Subtotal (Labor and Overhead)			$4,415.77
Architect Subtotal (Labor and Overhead)			$4,039.20
SUBTOTAL (Labor and Overhead)			$8,454.97
PROFIT	10%		$845.50
EXPENSES			$1,224.00
Design Phase TOTAL FEE (Lump Sum)			$10,524.47

Project: Terminal Apron Phase IV and Terminal Deconstruction

Exhibit SA2-A2

Location: Wichita, KS

Airport: Wichita Mid-Continent Airport

Date: January 15, 2015

Electrical Design to Reroute FAA Cables - Professional Engineering Consultants FAA AIP Eligible

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	**Electrical**							
1.01	Site Investigation (Exterior, Basement, FAA Building,Airfield Vault)			8				
1.02	Meet with Local FAA			2				
1.03	Cable Termination Elevations/Details			8			4	4
1.04	Cable Schedule			4				
1.05	Cable Demolition Plans			4			4	4
1.06	Submit to FAA for Review/Address Comments			4			2	2
1.07	Provide Fiber Connectivity to Vault for RVR Equipment			8			4	4
1.08								
1.09								
1.10								
1.11								
1.12								
1.13								
1.14								
1.15								
1.16								
1.17								
TOTAL		0	0	38	0	0	14	14

Exhibit SA2-A2

								CAD Machine HOURS as Expense
TOTAL HOURS =	0	0	38	0	0	14	14
HOURLY RATES =	$45.00	$38.75	$33.80	$25.20	$24.60	$20.20	$18.00
SUBTOTAL =	$0.00	$0.00	$1,284.40	$0.00	$0.00	$282.80	$252.00

TOTAL HOURS = 52

TOTAL DIRECT LABOR = $1,567.20

EXPENSES (Lump Sum):		
CAD hrs @ $18.00/Hour	14	$252.00
TOTAL =		$252.00

DIRECT LABOR			$1,567.20
OVERHEAD (2013)	148.86%		$2,332.93
SUBTOTAL (Labor and Overhead)			$3,900.13
PROFIT	10%		$390.01
EXPENSES			$252.00
Design Phase TOTAL FEE (Lump Sum)			$4,542.15

Project: Terminal Apron Phase IV and Terminal Deconstruction
Location: Wichita, KS
Airport: Wichita Mid-Continent Airport

Exhibit SA2-A3

Date: June 25, 2015

Separate Occupied Terminal Building Demolition - Architectural Non-FAA AIP Eligible

ID	Work Description	Principal	Project Manager	Project Architect	Architect	Project Architect	Design Tech.	Drafter	CAD Machine HOURS as Expense
1	Architechtctural								
1.01	Architechictural	5		66	2		16		16
	TOTAL HOURS =	5		66	2		16		16
	HOURLY RATES =	$70.00	$46.00	$38.00	$33.00	$38.00	$26.00	$21.00	$18.00
	SUBTOTAL =			$2,508.00	$66.00		$416.00		$288.00

TOTAL HOURS = 89
TOTAL DIRECT LABOR = $2,990.00

EXPENSES (Lump Sum):			
CAD hrs @ $18.00/Hour	16	$288.00	
DIRECT LABOR			$2,990.00
OVERHEAD (2013)	170.00%		$5,083.00
SUBTOTAL (Labor and Overhead)			$8,073.00

Separate Occupied Terminal Building Demolition - Environmental

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Project Architect	Design Tech.	Drafter	CAD Machine HOURS as Expense
1	Environmental								
3.01	Environmental	1		7					
	TOTAL HOURS =	1		7					
	HOURLY RATES =	$32.66	$28.33	$23.32	$19.25		$18.00	$18.00	$18.00
	SUBTOTAL =			$163.24					

TOTAL HOURS = 8
TOTAL DIRECT LABOR = $163.24

EXPENSES (Lump Sum):			
CAD hrs @ $18.00/Hour			
DIRECT LABOR			$163.24
OVERHEAD (2013)	247.00%		$403.20
SUBTOTAL (Labor and Overhead)			$566.44

Pre-Rebid Services Engineer

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Project Architect	Design Tech.	Drafter	CAD Machine HOURS as Expense
1	Engineering								
1.01	Civil	6		66	2		16		16
1.02	Electrical	6		86			52		52
1.03	Mechanical	3		14					
1.04	Structural	10	38		2		48		48
	TOTAL HOURS =	25	38	166	4		116		116
	HOURLY RATES =	$45.00	$38.75	$33.80	$25.20		$24.60	$20.20	$18.00
	SUBTOTAL =	$1,125.00	$1,472.50	$5,610.80	$100.80		$2,853.60		$2,088.00

TOTAL HOURS = 349
TOTAL DIRECT LABOR = $11,162.70

EXPENSES (Lump Sum):			
CAD hrs @ $18.00/Hour	116	$2,088.00	
Engineer Direct Labor			$11,162.70
Engineer Overhead	148.86%		$16,616.80
Engineer Subtotal (Labor and Overhead)			$27,779.50
Architect Subtotal (Labor and Overhead)			$8,073.00
Environmental Subtotal (Labor and Overhead)			$566.44
SUBTOTAL (Labor and Overhead)			$36,418.94
PROFIT	10%		$3,641.89
EXPENSES			$2,376.00
Pre-Rebid Phase TOTAL FEE (Lump Sum)			$42,436.83

Project: Terminal Apron Phase IV and Terminal Deconstruction — Exhibit SA2-A4

Location: Wichita, KS

Airport: Wichita Mid-Continent Airport — Date: June 25, 2015

Pre-Rebid Services Architectural Non-FAA AIP Eligible

ID	Work Description	Principal	Project Manager	Project Architect	Architect	Project Architect	Design Tech.	Drafter	CAD Machine HOURS as Expense
1	**Architechtctural**								
1.01	Prepare Agenda		1	10			5		
1.02	Answer questions from bidders		1	3					
1.03	Prepare official engineer's estiamtate		1	1					
1.04	Prepare "As-Awarded" Conformed Drawings								
1.05	Attend Pre-Rebid Meeting		1						
	TOTAL HOURS =		4	14			5		
	HOURLY RATES =	$70.00	$46.00	$38.00	$33.00	$38.00	$26.00	$21.00	$18.00
	SUBTOTAL =		$184.00	$532.00			$130.00		

TOTAL HOURS = 23

TOTAL DIRECT LABOR = $846.00

EXPENSES (Lump Sum):			
CAD hrs @ $18.00/Hour			
DIRECT LABOR			$846.00
OVERHEAD (2013)	170.00%		$1,438.20
SUBTOTAL (Labor and Overhead)			$2,284.20

Pre-Rebid Services Environmental

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Project Architect	Design Tech.	Drafter	CAD Machine HOURS as Expense
1	**Environmental**								
3.01	Prepare Agenda			1	1				
3.02	Answer questions from bidders				1				
3.03	Prepare official engineer's estiamtate								
3.04	Prepare "As-Awarded" Conformed Drawings								
3.05	Attend Pre-Rebid Meeting			1	1				
	TOTAL HOURS =			2	3				
	HOURLY RATES =	$32.66	$28.33	$23.32	$19.25		$18.00	$18.00	$18.00
	SUBTOTAL =			$46.64	$57.75				

TOTAL HOURS = 5

TOTAL DIRECT LABOR = $104.39

EXPENSES (Lump Sum):			
CAD hrs @ $18.00/Hour			
DIRECT LABOR			$104.39
OVERHEAD (2013)	247.00%		$257.84
SUBTOTAL (Labor and Overhead)			$362.23

Pre-Rebid Services Engineer

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Project Architect	Design Tech.	Drafter	CAD Machine HOURS as Expense
1	**Engineering**								
1.01	Prepare Agenda		17	36			3	18	21
1.02	Answer questions from bidders		4	6					
1.03	Prepare official engineer's estiamtate		4	3				2	2
1.04	Prepare "As-Awarded" Conformed Drawings								
1.05	Attend Pre-Rebid Meeting		4						
	TOTAL HOURS =		29	45			3	20	23
	HOURLY RATES =	$45.00	$38.75	$33.80	$25.20		$24.60	$20.20	$18.00
	SUBTOTAL =		$1,123.75	$1,521.00			$73.80	$404.00	$414.00

TOTAL HOURS = 97

TOTAL DIRECT LABOR = $3,122.55

EXPENSES (Lump Sum):			
CAD hrs @ $18.00/Hour	23	$414.00	
Engineer Direct Labor			$3,122.55
Engineer Overhead	148.86%		$4,648.23
Engineer Subtotal (Labor and Overhead)			$7,770.78
Architect Subtotal (Labor and Overhead)			$2,284.20
Environmental Subtotal (Labor and Overhead)			$362.23
SUBTOTAL (Labor and Overhead)			$10,417.21
PROFIT	10%		$1,041.72
EXPENSES			$414.00
Pre-Rebid Phase TOTAL FEE (Lump Sum)			$11,872.93

Project: Terminal Apron Phase IV and Terminal Deconstruction
Location: Wichita, KS
Airport: Wichita Mid-Continent Airport

Exhibit SA2-A5

Date: June 25, 2015

Schematic Costing and Concept Development for the Demo of Old Terminal Building - Professional Engineering Consultants FAA AIP Eligible

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	**Electrical**							
1.01	Schematic Costing and Concept Development			60				
TOTAL		0	0	60	0	0	0	0

Exhibit SA2-A5

								CAD Machine HOURS as Expense
TOTAL HOURS =	0	0	60	0	0	0	0
HOURLY RATES =	$45.00	$38.75	$33.80	$25.20	$24.60	$20.20	$18.00
SUBTOTAL =	$0.00	$0.00	$2,028.00	$0.00	$0.00	$0.00	$0.00

TOTAL HOURS = 60
TOTAL DIRECT LABOR = $2,028.00

EXPENSES (Lump Sum):		
CAD hrs @ $18.00/Hour	0	$0.00
TOTAL =		$0.00

DIRECT LABOR			$2,028.00
OVERHEAD (2013)	148.86%		$3,018.88
SUBTOTAL (Labor and Overhead)			$5,046.88
PROFIT	10%		$504.69
EXPENSES			$0.00
Design Phase TOTAL FEE (Lump Sum)			$5,551.57

ENGINEERING FEE ESTIMATE

EXHIBIT "SA2-B1"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT
Existing Terminal Demolition and Reconstruction of Terminal Apron – Phase 4B [Part 1] Rebid

LOCATION
Wichita Dwight D. Eisenhower National Airport

WORK ITEM
Construction Phase Services - 375 Calendar Day Contract Time

PROJECT NO.
FAA AIP No. 3-20-089-0069
COW No. 455-361-8 PEC No. 14044-004

DATE
25 June 2015

DESCRIPTION
Total Fees Construction Administration Services

(I) SALARY COSTS		Non-FAA AIP Eligible		FAA AIP Eligible		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL/PROJECT MGR	$46.50 / hr.		$ -		$ -		$ -
2. RESIDENT ENGINEER	$46.50 / hr.		$ -		$ -		$ -
3. (BLANK)	$46.50 / hr.		$ -		$ -		$ -
4. CIVIL PROJECT ENGINEER	$43.50 / hr.		$ -	140	$ 6,090.00	140	$ 6,090.00
5. DESIGN ENGINEER	$37.50 / hr.		$ -	290	$ 10,875.00	290	$ 10,875.00
6. DESIGN TECHNICIAN	$28.00 / hr.		$ -		$ -		$ -
7. DRAFTER	$20.00 / hr.		$ -		$ -		$ -
8. CAD OPERATOR	$26.50 / hr.		$ -	100	$ 2,650.00	100	$ 2,650.00
9. SR/GEOTECH ENGINEER	$32.00 / hr.		$ -		$ -		$ -
10. STAFF/FIELD ENGINEER	$20.00 / hr.		$ -		$ -		$ -
11. LAB SUPERVISOR/MANAGER	$37.50 / hr.		$ -		$ -		$ -
12. FIELD ENGINEER	$34.50 / hr.		$ -		$ -		$ -
13. INSPECTOR	$25.50 / hr.		$ -		$ -		$ -
14. INSPECTOR (OT)	$38.25 / hr.		$ -		$ -		$ -
15. INSPECTOR	$25.50 / hr.		$ -		$ -		$ -
16. INSPECTOR (OT)	$38.25 / hr.		$ -		$ -		$ -
17. INSPECTOR	$25.50 / hr.		$ -		$ -		$ -
18. INSPECTOR (OT)	$38.25 / hr.		$ -		$ -		$ -
19. LAB TECHNICIAN	$20.30 / hr.		$ -		$ -		$ -
20. LAB TECHNICIAN (OT)	$30.45 / hr.		$ -		$ -		$ -
21. ADMINISTRATIVE ASSISTANT	$16.24 / hr.		$ -		$ -		$ -
SUBTOTAL		0	$ -	530	$ 19,615.00	530	$ 19,615.00
(II) OVERHEAD 1.4886 X (I)			$ -		$ 29,198.89		$ 29,198.89
(III) SUBTOTAL [I + II]			$ -		$ 48,813.89		$ 48,813.89
(IV) FIXED FEE 15%			$ -		$ 7,322.08		$ 7,322.08
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	$495.00 / mo.		$ -		$ -		$ -
2. TRAVEL PER MILE	$0.57 / mile		$ -	1375	$ 783.75	1,375	$ 783.75
3. LAB TESTING	$ 33,715 / ea.		$ -		$ -		$ -
4. CELL PHONES (AT COST)	$60.00 / mo.		$ -		$ -		$ -
5. CAD PER HOUR	$18.00 / hr.		$ -	100	$ 1,800.00	100	$ 1,800.00
6. PRINTING (AT COST.)	$500.00 / ea.		$ -		$ -		$ -
7. SPECIAL INSP. SERVICES	$ - / ea.		$ -		$ -		$ -
8. ARCHITECTURAL CA (AT COST)	$ 4,200 / ea.		$ -	1	$ 4,200.00	1.00	$ 4,200.00
9. ENVIRONMENTAL CA (AT COST)	$ 1,000 / ea.	1.00	$ 1,000.00		$ -	1.00	$ 1,000.00
SUBTOTAL			$ 1,000.00		$ 6,783.75		$ 7,783.75
(VI) TOTAL FEE FOR PROJECT (III + IV + V)			$ 1,000.00		$ 62,919.72		$ 63,919.72

ENGINEERING FEE ESTIMATE

EXHIBIT "SA2-B2"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT
Existing Terminal Demolition and Reconstruction of Terminal Apron – Phase 4B [Part 1] Rebid

LOCATION
Wichita Dwight D. Eisenhower National Airport

WORK ITEM
Construction Phase Services - 375 Calendar Day Contract Time

PROJECT NO.
FAA AIP No. 3-20-089-0069
COW No. 455-361-8 PEC No. 14044-004

DATE
25 June 2015

DESCRIPTION
Total Fees Resident Engineering Services

(I) SALARY COSTS		Non-FAA AIP Eligible		FAA AIP Eligible		Total	
POSITION TITLE	RATE	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT	MAN HOURS	AMOUNT
1. PRINCIPAL/PROJECT MGR	$46.50 / hr.		$ -	574	$ 26,691.00	574	$ 26,691.00
2. RESIDENT ENGINEER	$46.50 / hr.		$ -	3219	$ 149,683.50	3219	$ 149,683.50
3. (BLANK)	$46.50 / hr.		$ -		$ -		$ -
4. CIVIL PROJECT ENGINEER	$43.50 / hr.		$ -		$ -		$ -
5. DESIGN ENGINEER	$37.50 / hr.		$ -		$ -		$ -
6. DESIGN TECHNICIAN	$28.00 / hr.		$ -		$ -		$ -
7. DRAFTER	$20.00 / hr.		$ -		$ -		$ -
8. CAD OPERATOR	$26.50 / hr.		$ -		$ -		$ -
9. SR/GEOTECH ENGINEER	$32.00 / hr.		$ -	8	$ 256.00	8	$ 256.00
10. STAFF/FIELD ENGINEER	$20.00 / hr.		$ -	22	$ 440.00	22	$ 440.00
11. LAB SUPERVISOR/MANAGER	$37.50 / hr.		$ -	49	$ 1,837.50	49	$ 1,837.50
12. FIELD ENGINEER	$34.50 / hr.		$ -		$ -		$ -
13. INSPECTOR	$25.50 / hr.		$ -	2273	$ 57,961.50	2273	$ 57,961.50
14. INSPECTOR (OT)	$38.25 / hr.		$ -	1083	$ 41,424.75	1083	$ 41,424.75
15. INSPECTOR	$25.50 / hr.		$ -	1560	$ 39,780.00	1560	$ 39,780.00
16. INSPECTOR (OT)	$38.25 / hr.		$ -	698	$ 26,698.50	698	$ 26,698.50
17. INSPECTOR	$25.50 / hr.		$ -		$ -		$ -
18. INSPECTOR (OT)	$38.25 / hr.		$ -		$ -		$ -
19. LAB TECHNICIAN	$20.30 / hr.		$ -	486	$ 9,865.80	486	$ 9,865.80
20. LAB TECHNICIAN (OT)	$30.45 / hr.		$ -	110	$ 3,349.50	110	$ 3,349.50
21. ADMINISTRATIVE ASSISTANT	$16.24 / hr.		$ -	167	$ 2,712.08	167	$ 2,712.08
SUBTOTAL		0	$ -	10,492	$ 360,700.13	10,249	$ 360,700.13
(II) OVERHEAD 1.4886 X (I)			$ -				$ 536,938.21
(III) SUBTOTAL [I + II]			$ -				$ 897,638.34
(IV) FIXED FEE 15%			$ -				$ 134,645.75
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT
1. OFFICE EQUIPMENT	$495.00 / mo.		$ -	19	$ 9,405.00	19	$ 9,405.00
2. TRAVEL PER MILE	$0.57 / mile		$ -	38,795	$ 22,113.15	38,795	$ 22,113.15
3. LAB TESTING	$ 33,715 / ea.		$ -	1.00	$ 33,715.00	1.00	$ 33,715.00
4. CELL PHONES (AT COST)	$60.00 / mo.		$ -	54	$ 3,240.00	54	$ 3,240.00
5. CAD PER HOUR	$18.00 / hr.		$ -		$ -	0	$ -
6. PRINTING (AT COST.)	$500.00 / ea.		$ -	1.00	$ 500.00	1.00	$ 500.00
7. SPECIAL INSP. SERVICES	$ - / ea.		$ -		$ -		$ -
8. ARCHITECTURAL CA (AT COST)	$ 4,200 / ea.		$ -		$ -		$ -
9. ENVIRONMENTAL CA (AT COST)	$ 1,000 / ea.		$ -		$ -		$ -
SUBTOTAL			$ -		$ 68,973.15		$ 68,973.15
(VI) TOTAL FEE FOR PROJECT (III + IV + V)			$ -				$ 1,101,257.24

Exhibit SA2-C1
Date: 25 June 2015

Project: Existing Terminal Demolition and Reconstruction of Terminal Apron – Phase 4B [Part 1] Rebid
Location: Wichita, KS.
Airport: Dwight D. Eisenhower National Airport
FAA AIP Project Number 3-20-0088-0069, City of Wichita Project Number 454-361-8

PEC No. 14044-004

SOILS TESTING (Subgrade and Backfill)			
LABORATORY SOIL TESTS			
Nuclear Gauge	$15.00 day	20 days	$ 300.00
Moisture Content (ASTM D-2216 / microwave)	$21.00 each	20 each	$ 420.00
Atterberg Limits (ASTM D-4318)	$72.00 each	4 each	$ 288.00
Moisture-Density Curves (ASTM D-698/1557)	$134.00 each	4 each	$ 536.00
One Point Curve Checks (ASTM D-698/1557)	$52.00 each	12 each	$ 624.00
SOILS TESTING (Lime Treated Subgrade)			
Nuclear Gauge	$15.00 day	8 days	$ 120.00
Moisture Content (ASTM D-2216 / microwave)	$21.00 each	8 each	$ 168.00
Atterberg Limits (ASTM D-4318)	$72.00 each	16 each	$ 1,152.00
Moisture-Density Curves (ASTM D-698/1557)	$134.00 each	2 each	$ 268.00
One Point Curve Checks (ASTM D-698/1557)	$52.00 each	8 each	$ 416.00
Lime Determination (ASTM D-4253/4254)	$567.00 each	2 each	$ 1,134.00
CONTROLLED LOW SLUMP MATERIAL TESTING			
Concrete Testing Equipment	$10.00 day	3 days	$ 30.00
Plastic Cylinder Molds	$2.00 each	9 each	$ 18.00
Compression Tests of Cylinders, ASTM C-39**	$22.00 each	9 each	$ 198.00
BITUMINOUS TREATED DRAINAGE LAYER TESTING			
Sieve Analysis, less than 1 inch (ASTM C-136/C-117)	88 each	14 each	$ 1,232.00
Ignition Oven Test, Asphalt Cement Content only	155 each	14 each	$ 2,170.00
AGGREGATE TESTING			
GENERAL			
Moisture-Density Curves (ASTM D-698/1557)	$134.00 each	1 each	$ 134.00
Sieve Analysis, less than 1 inch (ASTM C-136/C-117)	$46.00 each	12 each	$ 552.00
Sieve Analysis, greater than than 1 inch (ASTM C-136/C-117	$88.00 each	2 each	$ 176.00
Moisture Content, ASTM C-566	$21.00 each	5 each	$ 105.00
ASPHALTIC CONCRETE TESTING			
Cold Feed Gradation	$52.00 each	2 each	$ 104.00
Core Density / Thickness Measurement	$26.00 each	6 each	$ 156.00
PORTLAND CEMENT CONCRETE TESTING			
Concrete Testing Equipment	$10.00 day	31 days	$ 310.00
Plastic Cylinder Molds	$2.00 each	12 each	$ 24.00
Compression Tests of Cylinders, ASTM C-39**	$22.00 each	12 each	$ 264.00
Flexural Strength of 6" x 6" x 22" beams, ASTM C-78**	$46.00 each	496 each	$ 22,816.00

**Compressive and Flexural Strength tests will be billed when specimens are fabricated or delivered to Laboratory.

ESTIMATED TOTAL OF DIRECT EXPENSES: $ 33,715.00
Costs will be billed only if used.

The rates shown above are effective for services through December 31, 2015, and are subject to revision thereafter.

RECEIVED
JUN 30 2015
PURCHASING

City of Wichita
City Council Meeting
August 11, 2015

TO: Wichita Airport Authority

SUBJECT: Steven Aviation Joint Venture
Non-Commercial Private 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: Mike Steven and Brandon Steven have formed a joint venture called Steven Aviation Joint Venture (Steven Aviation) to construct an aircraft storage hangar. Mike Steven and Brandon Steven each own several aircraft and currently lease aircraft storage space from commercial operators on both Wichita Dwight D. Eisenhower National Airport (Airport) and Colonel James Jabara Airport.

Analysis: Steven Aviation is now desirous of entering into an agreement with the Wichita Airport Authority (WAA) to lease 52,534 square ft. of land on the Airport to construct a non-commercial storage hangar with office space. The hangar will be located at the northeast portion of the Airport along the east side of Taxiway H. The construction and operation of non-commercial private hangars complies with the WAA's Minimum Standards for Aeronautical Activities. The estimated construction cost to build the hangar is $1.72 million. The hangar will be built with private financing from the tenant, but the title to the facility will vest with the WAA. The initial term of the lease is 20 years with four, five-year option terms.

Financial Considerations: The land rental rate of $0.2081 per square ft. will result in new initial annual revenue to the WAA of $10,932 for use of the land. The land rental rate will increase five percent for every five-year period, which is consistent with the WAA's published land rental rate schedule.

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

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

Attachments: Agreement.

WICHITA AIRPORT AUTHORITY

LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

STEVEN AVIATION JOINT VENTURE

Non-Commercial Private Hangar Operator
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

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THIS LEASE AGREEMENT ("Agreement") is entered into this 11th day of August, 2015, between The Wichita Airport Authority, Wichita, Kansas ("LESSOR") and Steven Aviation Joint Venture ("LESSEE").

WHEREAS, LESSOR is a 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 individual, or an entity authorized to operate in the state of Kansas that desires to lease a parcel of land defined below ("Premises") on the campus of the Airport from LESSOR under the terms and conditions set forth below in this Lease Agreement ("Agreement") for the purpose of constructing a non-commercial private hangar by LESSEE on the Premises;

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

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 6535 Pueblo Court, consisting more or less of 52,534 sq. ft. of land (Premises), as set forth and shown on the attached 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 are in good and tenantable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

During the Term of this Agreement, LESSOR may re-measure various areas within and around the Premises, in an effort to more accurately reflect improvements, additions and modifications. In the event the square footage of the Premises identified herein differs from the Premises square footage determined by such re-measurement, the parties agree to enter into an amendment to this Agreement to modify the Premises description to reflect the actual square footage of the Premises subject to the provisions of this Agreement. If the actual square footage of the Premises is determined to differ from than the square footage of the defined Premises the current fees and

charges shall be re-calculated. Thereafter, LESSEE's monthly fees and charges shall be based upon the re-measured square footage. The parties agree that any increase or decrease in the monthly fees and charges payable resulting from re-measurement of the Premises shall not be applied retroactively. The Director may execute an amendment to this Agreement on behalf of LESSOR to reflect the adjusted monthly fees and charges.

2. INITIAL TERM

The term of this Agreement shall commence on September 1, 2015, and shall continue for a period of twenty (20) years ("Initial Term"), with the Initial Term expiring on August 31, 2035, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERMS

This Agreement may be renewed at the LESSEE's option for four (4), 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 then current Option Term. If LESSEE is in default of any obligation under this Agreement then any notice attempting to exercise the Option Term(s) shall be void. In addition, if LESSEE exercises either the Third Option Term or Fourth Option Term (as such terms are hereinafter defined), as a condition precedent to the exercise of such options, LESSEE shall make any improvements to the Premises as may be reasonably requested by LESSOR in order to bring the Premises up to date; provided, however, such improvements shall not be major capital improvements.

The first Option Term shall commence on September 1, 2035, and expire on August 31, 2040. The second Option Term shall commence on September 1, 2040 ("Second Option Term"), and expire on August 31, 2045. The third Option Term shall commence on September 1, 2045, and expire on August 31, 2050 ("Third Option Term"). The fourth Option Term shall commence on September 1, 2050, and expire on August 31, 2055 ("Fourth Option Term").

The Initial Term and any Option Term are sometimes collectively referred to herein as the "Term."

4. LAND RENT DURING INITIAL TERM

Upon commencement of this Agreement, LESSEE shall pay to LESSOR Land Rent for the Premises described in Section 1. The Land Rent shall be calculated as follows:

INITIAL TERM 6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2015	-	08/31/2020	.2081	10,932.33	911.03
09/01/2020	-	08/31/2025	.2185	11,478.68	956.56
09/01/2025	-	08/31/2030	.2294	12,051.30	1,004.27
09/01/2030	-	08/31/2035	.2409	12,655.44	1,054.62

5. FACILITY RENT DURING OPTION TERM(S)

Facility rental for all facilities shall commence at the beginning of the Second Option Term. Facility rental for all facilities, structures, fixtures and improvements on the real estate during the Second Option Term period, the Third Option Term period, and the Fourth Option Term period, if exercised, shall be set at the then-current market value of such facilities, structures, fixtures and improvements as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and experience with the local commercial property market**.** The appraiser shall be selected by agreement of the parties. In the event that the parties cannot agree on this selection within 15 days after notice is given for exercise of the Second Option Term, the Third Option Term, and the Fourth Option Term, then this appraiser role shall be filed by designation of the chairperson of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

6. LAND RENT DURING OPTION TERMS

FIRST OPTION TERM 6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2035	-	08/31/2040	.2529	13,285.85	1,107.15

SECOND OPTION TERM 6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2040	-	08/31/2045	.2655	13,947.78	1,162.31

THIRD OPTION TERM 6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2045	-	08/31/2050	.2788	14,646.48	1,220.54

FOURTH OPTION TERM 6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2050	-	08/31/2055	.2927	15,376.70	1,281.39

7. 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.

LESSEE shall pay a fuel flowage fee to LESSOR on fuels or propellant delivered to and dispensed by LESSEE on the Airport. LESSEE shall maintain and report accurate and complete records of fuel dispensed. LESSEE shall furnish to LESSOR for each calendar month a statement showing total fuel gallons dispensed, which shall be submitted to the LESSOR by the fifteenth (15th) day of the month following each calendar month. LESSEE agrees to pay fuel flowage fees to LESSOR by the fifteenth (15th) day of the month following each calendar month of service.

LESSOR shall have the right, at all reasonable times, to inspect and audit all records such as fuel dispensing logs, or other similar report.

The LESSOR reserves for itself the right to charge any other provider, whether commercial, non-commercial, retailer, wholesaler, or for company or personal use, a fuel flowage fee for all fuels or propellant delivered to and dispensed on the Airport, which fee may be adjusted from time to time through its Schedule of Fees and Charges. In the event of such an adjustment, LESSOR shall provide LESSEE sixty (60) days prior written notice. LESSEE is aware of and agrees to pay the Fuel Flowage Fees established in the Schedule of Fees and Charges and all properly noticed adjustments.

8. 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:

Steven Aviation Joint Venture
Attn: Branson Steven
7333 E. Kellogg
Wichita, Kansas 67207

Or

Chelsea@brandonstevenmotors.com

or such other address as designated in writing.

9. FUEL FACILITIES AND EQUIPMENT

LESSEE may construct and maintain at its own expense fuel storage and distribution facilities on the Premises. LESSEE may only construct, operating, maintain a fuel storage and distribution facility and conduct self-fueling operations that meet or exceed all applicable Federal, State, local and fueling industry laws, ordinances, standards and regulations, as well as National Fire Protection Association (NFPA) 407 – Standard for Aircraft Fuel Servicing, NFPA 30 – Flammable and Combustible Liquids, Airport Rules and Regulation and Standard Operating Procedures as currently adopted or as may be amended, or any such successor or otherwise applicable regulations. LESSEE shall maintain in force any and all licenses, permits and operating certificates required for the operation of the fuel facilities. The LESSEE shall provide to LESSOR, at LESSOR's request, copies of all current certificates and permits.

Any fuel storage and distribution facilities installed by LESSEE shall be above-ground storage tanks and supporting piping and plumbing containing a minimum of 10,000 gallons capacity of turbine aviation fuel (Jet-A) and/or 100 octane aviation grade gasoline (Avgas) as anticipated to be used by the LESSEE, along with properly metered and filtered fixed dispensers. No mobile fuel storage and dispensing equipment shall be permitted. LESSEE may choose to contract or

arrange services with a fixed base operator licensed and permitted to provide services on the Airport to install and operate self-service fuel storage and distribution facilities on the Premises with the prior written approval of the LESSOR.

LESSEE agrees that it will adhere to the following fuel facility operational requirements at all times:

LESSEE will maintain and operate the facilities in a safe, clean, orderly condition at all times.

LESSEE shall maintain sufficient fixtures, equipment, tools, accessories, and supplies, and employ personnel to safely and legally operate the facilities.

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.

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, and shall from time to time as reasonably required by LESSOR, state or local government, or insurance underwriter conduct appropriate tests of the system.

Storage and distribution of auto fuels is prohibited.

LESSEE shall provide initial and on-going recurrent training to its employees on legal and proper procedures in the operation and maintenance of the fuel facilities, including but not limited to:

1) product delivery testing and acceptance
2) product quality control
3) storage
4) fire prevention and safety
5) environmental/spill prevention best management practices
6) 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, penalties, mitigation and remediation costs 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 payment, response, notifications, 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.

1) 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).

10. 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.

11. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as a Non-Commercial Private Hangar Operator (PHO), shall have the right to store upon the Premises aircraft owned by the LESSEE or its joint venture members, in full or in fraction, or lease aircraft, and the same shall be under the control of the LESSEE or its joint venture members. LESSEE shall have the right for private non-commercial purposes only, to store, fuel, maintain, repair, adjust, clean, and otherwise service its own aircraft by LESSEE'S own employees, contractors and subcontractors in accordance with all applicable local, state, federal laws, ordinances, standards and regulations as well as LESSOR's Rules and Regulations, Standard Operating Procedures, and Minimum Standards for Aeronautical Activity as set forth and shown on the attached Exhibit "B" (incorporated by reference). LESSEE shall provide to LESSOR, at LESSOR's request a Certificate of Registration for each aircraft owned and under the control of the LESSEE or its joint venture members. If aircraft are leased, LESSEE shall, upon request, provide the LESSOR with copies of all aircraft leases.

LESSEE shall have the right of ingress and egress, 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 and the City of Wichita Charter Ordinance, it is understood and agreed that the Premises shall be used and occupied only for aviation purposes or purposes incidental or related thereto in support of PHO activities.

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.

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.

12. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 11, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises or any other location at the Airport:

(a) Commercial catering, restaurant and/or lounge concessions.
(b) Flight Schools, Chartering, Air Taxi;
(c) Commercial (for hire) ground transportation;
(d) Commercial "paid" parking;
(e) Commercial hotel or lodging;
(f) Commercial outdoor advertising;
(g) Sale or lease of non-aviation products and services;
(h) Sale of aviation fuels, or other fuel or lubricant products;
(i) Sale of airframe and powerplant maintenance or modification services;

(j) Sale of aircraft, airframe, powerplant or accessory parts and components;
(k) Storage or parking of aircraft, vehicles or equipment or other personal property not owned or leased by LESSEE or its joint venture members;
(l) Storage of non-aeronautical personal property not directly supporting a PHO and the storage and support of aircraft or maintenance of the Premises;
(m) Subleasing or sharing of hangar, office, shop, fueling equipment, or ramp space with companies or persons not a party to this Agreement;
(n) Any services associated with or resembling fixed-base operation services;
(o) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
(p) Automobile rental service;
(q) Any activity considered by LESSOR to not be aviation purposes or purposes incidental or related thereto.

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 for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, or 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 and 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 53 General Provisions, granted to airborne aircraft.

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.

13. 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.

14. 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 the LESSEE's or its joint venture member's owned or leased aircraft and all personal property, equipment and fixtures directly related to and supporting the LESSEE's conduct of a PHO;

(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; and

(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.

15. 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 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 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 the 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 53, 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.

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 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 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 an 18,000 sq. ft. facility located at 6535 Pueblo Court on the Premises shown on the attached Exhibit "A". 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 facility on 6535 Pueblo Court has not commenced within twelve (12) months from the commencement of the Term of this Agreement. Such failure to commence construction shall be treated as an event of default under

Section 33, TERMINATION 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 facilities on 6535 Pueblo Court within twelve (12) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

If the Agreement is terminated due to failure to commence or complete the construction as set forth in this Section, LESSEE shall, at LESSOR's election and at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as it 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, TERMINATION 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 or designated representatives including the contractor and the consultants shall meet with LESSOR for a pre-design meeting to discuss the project, applicable criteria and standards, schedule, utility requirements, etc. LESSEE shall provide proposed changes to the LESSOR for review and approval. 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. LESSOR reserves the right to observe the work from time to time however this shall not take away from the LESSEE's responsibilities. Post construction documentation shall include a copy of all testing results and corrective actions taken.

LESSEE shall construct and maintain at its own expense, paved taxiway access to the Airport's existing taxiway system. 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 on the Premises. LESSEE shall construct and maintain at its own expense paved vehicle access road and, at that time, the LESSOR shall inspect and notify the

LESSEE of required maintenance before the LESSOR assumes maintenance responsibility. Corrective maintenance shall include all damage except for normal wear and tear. LESSEE shall warrant the work for two years from project completion and shall provide, on contractor and consultant letterheads assurance the work was constructed, inspected and tested as designed and approved by the LESSOR.

LESSOR agrees to install the primary electrical system, taxiway edge lighting system and transformer at its own expense to serve the Premises as set forth and shown on the attached Exhibit "A". LESSEE agrees to have a qualified inspector on site during critical activities. LESSEE shall notify LESSOR in advance a schedule of times and described activities, which inspector shall be involved in. LESSEE shall warrant the work for two years from project completion and shall provide, on contractor and consultant letterheads assurances the work was constructed, inspected and tested as designed and approved by the LESSOR.

LESSOR grants free of charge to LESSEE access to fill material, approximately 13,000 c. y. of the loose fill material, and LESSEE may take possession of the loose fill material located north of Harry Street and East of Ridge Road and necessary for construction of improvements on the Premises as set forth and shown on the attached Exhibit "C". The taking of possession of fill material by LESSEE, and at LESSEE's sole expense, shall in itself constitute acknowledgement that LESSEE agrees to accept the fill material in its presently existing condition, "as is," "where is," and that LESSOR offers no implied or express warranty or assurance of the suitability of said fill material for purposes intended by the LESSEE. The LESSOR shall have no financial or other obligations for transportation of fill material to the Premises. The stockpile and access shall be restored to pre-taking conditions and, as a minimum, the stockpile slopes shall be graded and grass established on the disturbed areas to the satisfaction of the LESSOR.

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. No runoff shall be allowed to leave the leasehold. LESSOR shall have the option to conduct such construction as needed to insure compliance with the storm water management plan. In the event of any negative impact due to LESSEE's construction, LESSOR shall be entitled to complete restoration work 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 approval of all plans and specifications and upon approval and issuance of required building permits by the Metropolitan Area Building and Construction Department, 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 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 according to the 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 shall 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 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 Section 18, DESIGN AND CONSTRUCTION, construction period.

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 shall not be held to any duty of care regarding such inspections, if conducted.

22. 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. LESSEE shall obtain written consent before commencing demolition and restoration. Failure to obtain this consent shall entitle the LESSOR 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

LESSEE acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LESSOR, improvements are for the enhancement of LESSEE's use of the Premises. LESSEE has no agency authority to act on behalf of LESSOR for any such construction. 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 termination of this Agreement, and allow Lender(s) the same opportunity as the LESSEE under this 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

During the Term of this Agreement, LESSEE agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed (1) upon the Premises and facilities, (2) upon property owned or possessed by LESSEE and its joint venture members and situated on the Premises, and (3) upon LESSEE's interest in or use of the Premises. LESSEE shall defend, indemnify and save LESSOR and the City of Wichita, Kansas harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation on the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE shall 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. 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 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 ascribed 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 shall 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, 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 11 and 12 of this Agreement, and shall 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 (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 non-commercial 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 for the Term of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company meeting the reasonable approval of the LESSOR. Policy deductible amounts also require reasonable approval of the LESSOR.

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. All policy deductibles shall be shown on the certificate of insurance and meet the approval of the LESSOR.

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 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 LESSEE's 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) <u>WORKERS' COMPENSATION</u>
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) <u>AUTOMOBILE LIABILITY</u>

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	$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:

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

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 twelve month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 33, TERMINATION BY LESSOR.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses of LESSEE-owned personal property. LESSOR shall not provide such insurance coverage for LESSEE-owned personal property, 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 49, 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

twelve 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 LESSOR's negligence.

33. 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.

34. 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 and eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred and 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 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 and 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 49, 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 its original condition, subject to reasonable wear and tear, and keep the Premises 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 within all improvements placed thereon.

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

(a) Exterior of all structures and improvements on the Premises.
(b) Interior of all structures and improvements on the Premises.
(c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.
(d) Repair or replacement of any damaged or failed pavement and/or sub-grade on the Premises.
(e) Repair or replacement of damaged or failed pavement taxiway entrance connectors.
(f) Repair or replacement of any damaged or failed vehicle access road until future development south of the Premises then at that time vehicle access road pavement responsibilities shall cease.
(g) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.
(h) 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.
(i) 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.
(j) 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.
(k) 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 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 shall 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 shall 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 the AOA 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;
(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 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. 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 will 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.

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, TERMINATION 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 AOA, and Security Identification Display Area, 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 shall 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 shall 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 shall 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 shall 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, 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. ENVIRONMENTAL ASSESSMENT

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

A "Phase-I" environmental site assessment and "Phase-II" environmental site assessment shall be conducted, at LESSEE's 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 and LESSEE. 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 Substances affecting the Premises that occurs by reason of the migration, 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.

47. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it shall not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises and storage tank or within the vicinity, shown on the attached Exhibit A, 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 Agreement 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 (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 ninety (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, 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, 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 Agreement 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.

48. 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, joint venture members, 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 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.

49. 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 to LESSOR of an amount equal to the fair market value of the property immediately prior to damage or destruction, less the proceeds from the insurance policies related to such damage or destruction received by LESSOR shall be applied for LESSEE's account so that it may pay such fair market value.

50. 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 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 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 shall 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.

51. 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.

52. NONDISCRIMINATION

The LESSEE agrees that it shall 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.

53. 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 the 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 shall include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR shall 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 shall 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 shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which shall 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 shall 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 shall 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 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 the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR shall 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 assigns, that it shall not make use of the 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 shall 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 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 shall 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 shall require that its covered suborganizations provide assurances to the LESSEE that they similarly shall undertake affirmative action programs, and that they shall require assurances from their suborganizations, 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 shall 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 the 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.

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, manager, 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.

54. 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.

55. 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 53.

56. 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) day notice by LESSOR or LESSEE.

57. 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. 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;
d) replacing all broken glass; and
e) return to LESSOR all keys and security access and I.D. Media to all doors and gates.

LESSEE, at LESSEE's expense, shall remove prior to the termination or expiration of this Agreement 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.

58. 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.

59. 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 this 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.

60. AMENDMENT

This Agreement constitutes the entire agreement between the parties for the lease of the 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.

61. 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 _____
Jeff Longwell, President
"LESSOR"

STEVEN AVIATION JOINT VENTURE

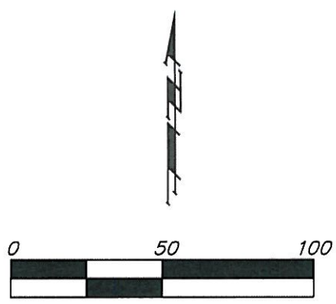
By:_____
Brandon Stevens, Manager
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____

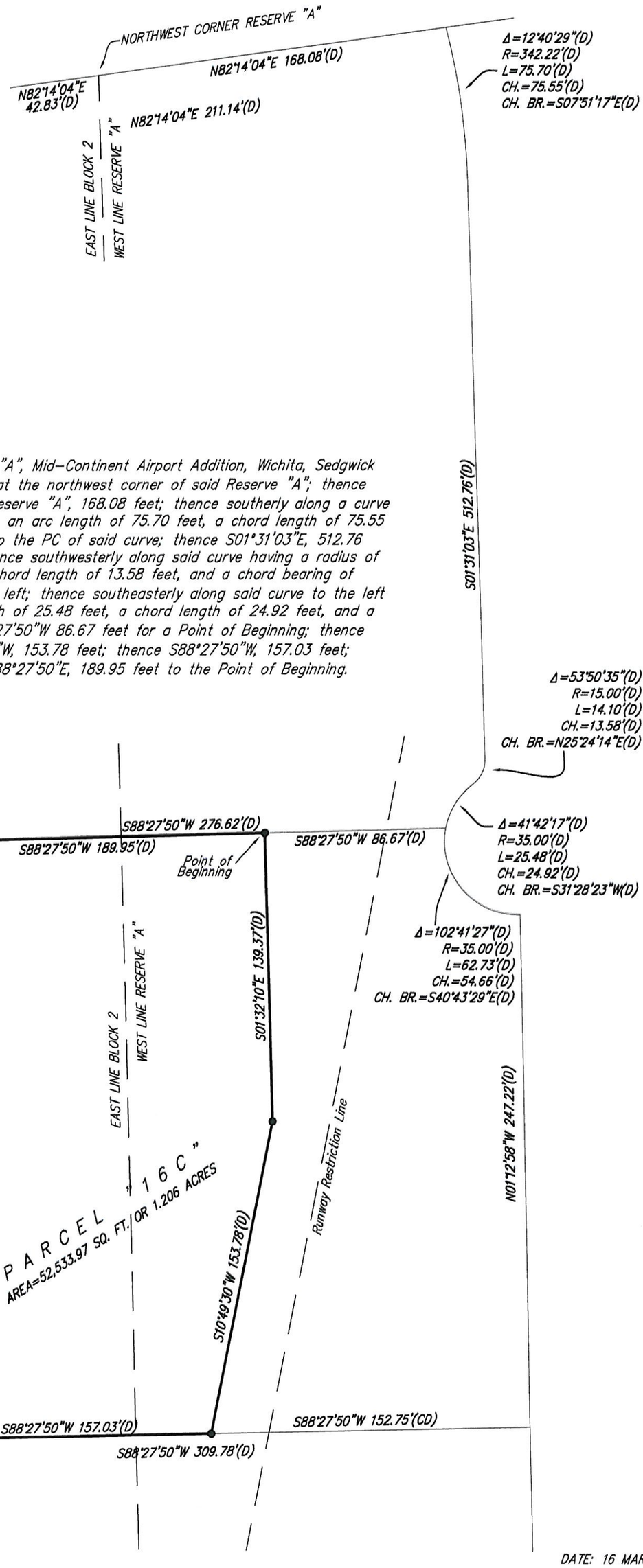
Director of Law

EXHIBIT "A"

Baughman
ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE
(316)-262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

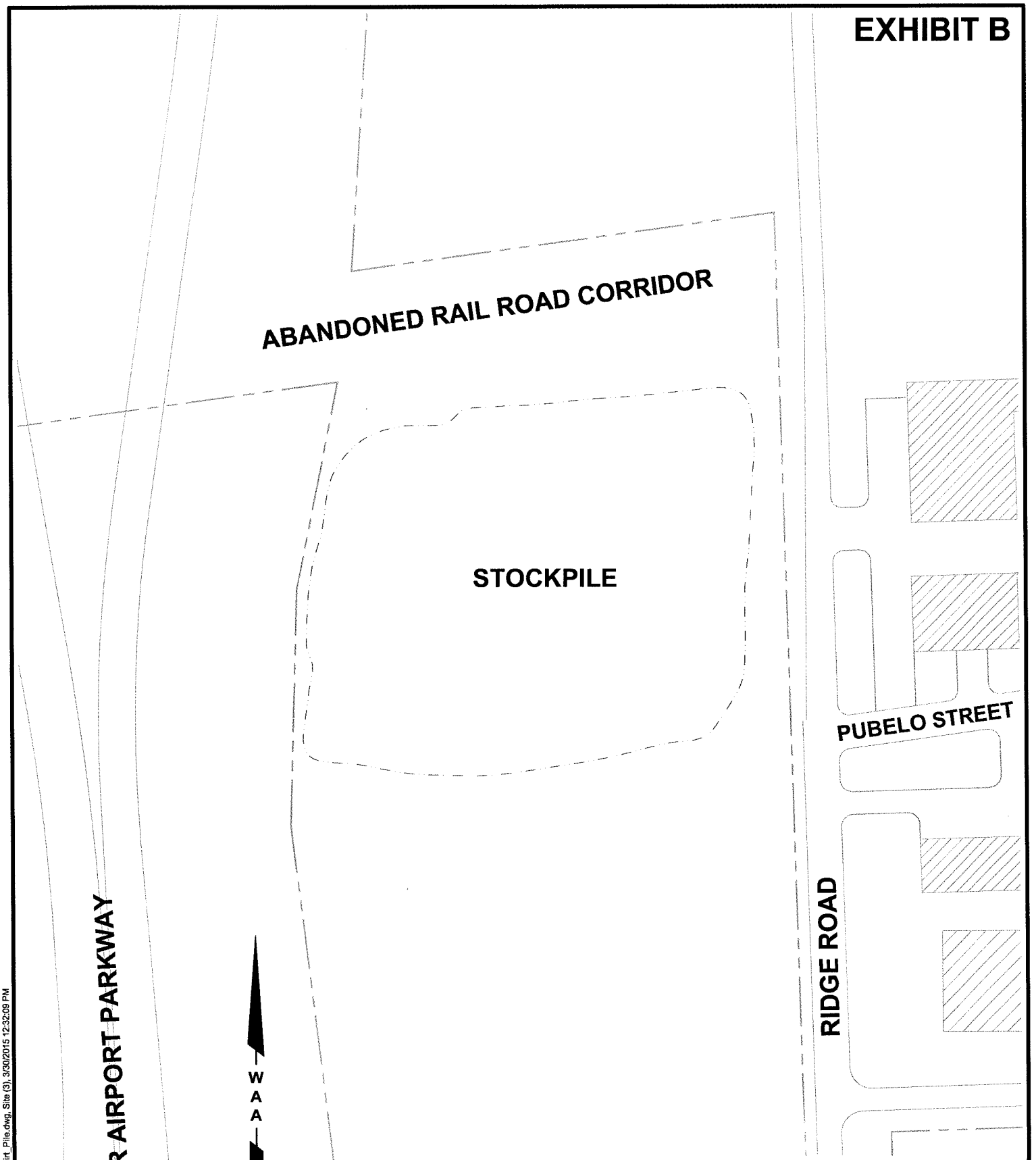


● = PARCEL CORNER
(D) = Described



DATE: 16 MARCH 2015

EXHIBIT B



SOIL STOCKPILE

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/30/15		1" = 120'	1 of 1

D:\Drawings\215-Hangars\HANGAR38_Steven\Dirt_Pile.dwg, Site (3), 3/30/2015 12:32:09 PM

EXHIBIT C

AFFIDAVIT OF TENANT

The undersigned acknowledge and agree that the Wichita Airport Authority (the "Lessor") will be relying upon this Affidavit of Tenant in connection with the Lease Agreement by and between the Wichita Airport Authority and Steven Aviation Joint Venture dated as of August 4, 2015 (the "Lease"). Accordingly, the undersigned do hereby represent and warrant to Lessor as follows:

1. Steven Aviation Joint Venture is a joint venture between Steven Brothers Aviation, LLC, a Kansas limited liability company, and Steven Aviation L.L.C., a Kansas limited liability company (the "Joint Venturers").

2. The Joint Venturers have entered into a Joint Venture Agreement dated as of August 4, 2015.

3. The sole purpose of the Joint Venture is to enter into the Lease with the Lessor for property located at 6535 Pueblo Court, Wichita, Kansas (the "Premises").

4. The Joint Venture Agreement provides that each of the Joint Venturers agrees to comply with all the terms of the Lease, including, without limitation, the restrictions contained in the Lease providing that only aircraft owned by the Joint Venturers may be stored upon the Premises.

IN WITNESS WHEREOF, the undersigned have executed this Affidavit of Tenant as of the dates set forth below.

STEVEN BROTHERS AVIATION, LLC
By: Steven Enterprises, L.L.C., Member

By:_____
Brandon Steven, Member

STEVEN AVIATION L.L.C.

By:_____
Michael E. Steven, Member

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015, by Brandon Steven, Member of Steven Enterprises, L.L.C., the sole Member of Steven Brothers Aviation, LLC.

_____
Notary Public

My appointment expires:
_____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015, by Michael E. Steven, Member of Steven Aviation L.L.C.

_____
Notary Public

My appointment expires:
_____

City of Wichita
City Council Meeting
August 11, 2015

TO: Wichita Airport Authority

SUBJECT: Parking Facilities Program Professional Services
Supplemental Agreement No. 2
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the professional services supplemental agreement.

Background: On June 21, 2011, the Wichita Airport Authority (WAA) approved the Parking Facilities Program and adopted the budget. On February 7, 2012, a professional services agreement with Carl Walker, Inc. was approved for design and related services for $3,524,889. On April 2, 2013, a construction contract with Crossland Construction was approved through the Board of Bids in the amount of $33,917,971. On August 6, 2013, Supplemental Agreement No. 1 was approved with Carl Walker, Inc. for Special Inspections and sub-surface soil sampling.

Analysis: This agreement addresses added engineering services for electrical modifications, support for construction issues, and aesthetics consulting for the design team. The agreement also covers extended services duration due to the project exceeding the anticipated construction schedule.

Financial Considerations: The supplemental agreement is for a not-to-exceed amount of $216,507. This fee was anticipated and is within the cost parameters of the approved Program budget. This Program is funded with Airport cash or through the issuance of General Obligation bonds repaid with Airport revenue.

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

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

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

CARL WALKER INC., "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated February 7, 2012 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Parking Garage, Consolidated Rental Car Facility and Surface Parking Lots.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

Reference Exhibit SA2-1.

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, B, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the fee specified herein; the total including reimbursable expenses shall not exceed $216,506.58. Refer to Exhibit SA 2-1 for the fee summary schedule.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement, unless modified herein, and shall remain in full force and effect. The parties agree that the original Contract terms are

similarly incorporated into Supplemental Agreement No. 2 and that the terms of the original Agreement and all prior supplemental agreements are re-adopted by this Agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2015.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Jeff Longwell, President
"OWNER"

By: _____
Victor White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTEST:

Carl Walker, Inc.

3211 Internet Blvd, Suite 220

Frisco, TX 75034

By: _____
Gary Cudney, P.E., President and CEO

_____
Fabio Serrato, P.E., Principal

ATTACHMENTS: EXHIBIT SA2-1 Scope of Services for Supplemental Agreement No. 2

Carl Walker

Supplemental Agreement No. 2 Summary of Requested Additional Fees		
Service Description	**Labor Fee (Not-to-Exceed)**	**Labor Fee (Lump Sum)**
2.1 Art & Aesthetic Consulting Services (Billing Phase 11-4)	--	$14,878.00
2.2 Auger-cast Piles Additional Engineering (Billing Phase 13-6)	--	$4,056.50
2.3 RCCSB Design Guidelines (Billing Phase 14-6)	--	$7,000.00
2.4 Slab Concrete Additional Engineering (Billing Phase 15-6)	--	$4,325.00
2.5 Additional Construction Administration Services Due to Increase Construction Schedule (Billing Phase 10-6) Through 8/31/2015	$58,753.59	$77,550.14
2.6 Additional Resident A/E Services Due to Increase Construction Schedule (Billing Phase 10-7) Through 8/31/2015	$137,279.15	--
2.7 Deleted Package #39 (ATCT Lot) Resident A/E Services (Billing Phase 20-7) and Post-construction services (Billing Phase 20-8)	--	($94,690.00)
2.8 Resident Landscape Architect Additional Services (Billing Phase 30-7)	$3,990.00	--
2.9 Electrical Engineering Additional Services #1 – RAC IT/Comm Room and Garage Underground Electrical Modifications (Billing Phase TBD)	--	$14,043.00
2.10 Electrical Engineering Additional Services #2 – Site Electrical Communications Duct Modifications (Billing Phase TBD)	--	$9,900.00
2.11 Electrical Engineering Additional Services #3 – Garage Loop Detector Electrical Revisions (Billing Phase TBD)	--	$4,284.00
2.12 Electrical Engineering Additional Services #4 – Addition of Emergency Phones (Billing Phase TBD)	--	$5,886.00
2.13 Electrical Engineering Additional Services #5 – Addition of Security Cameras (Billing Phase TBD)	--	$950.00
2.14 Electrical Engineering Additional Services #6 - Review RAC Agency Electrical Layout Submittal (Billing Phase TBD)	--	$2,250.00
2.15 Electrical Engineering Additional Services #7 – Metering for RAC Kiosks (Billing Phase TBD)	--	$800.00
2.16 Electrical Engineering Additional Services #8 – Security Camera Conduit and Boxes (Billing Phase TBD)	--	$1,300.00
2.17 Electrical Engineering Additional Services #9 Phone Cabinet Location (Billing Phase TBD)	--	$400.00
2.18 Carl Walker's Fee Associated with Additional Electrical Engineering Services (Items 2.7 through 2.10 above)	--	$2,520.00
2.19 Mid-Continent Drive Modifications	--	$10,762.00
2.20 Remaining Fee For Special Inspection Services (Billing Phase 12-6)	--	($15,000.00)
2.21 Remaining Fee for Public Relations Consultant (Bothner & Bradley)	--	($10,166.80)
2.22 Warranty Review A/E Services at 11 months	--	($24,564.00)
TOTAL	$200,022.74	$16,483.84
TOTAL ADDITIONAL FEE REQUESTED	**$216,506.58**	

City of Wichita
City Council Meeting
August 11, 2015

TO: Wichita Airport Authority

SUBJECT: ACT 3 Apron Phase IV
FAA Grant Application and Reimbursable Agreement
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant application and reimbursable agreement with the Federal Aviation Administration (FAA) on a sole source basis.

Background: On June 21, 2011, the Wichita Airport Authority (WAA) approved the budget for the Air Capital Terminal 3 (ACT 3) program, which included the Terminal Apron Phase IV project. This work will demolish the gates, concourses and airfield portions of the old terminal and will construct new aircraft strength pavement to serve Gates 10, 11 and 12 of the new terminal and also construct an airline ground service equipment area adjacent to Gate 1. A separate grant from the FAA was accepted at the July 28, 2015 WAA meeting for $11,004,184 to fund this project.

Analysis: There are some minor additional work elements in this project that were not permitted by FAA procedural rules from being included in the funding of the previous grant. This work will require the relocation of five federal communications transmitter/receiver cables. It will also require electronics engineering support by the FAA before and after the cut-over to the new cables, and bringing up any equipment that may have gone off-line due to the transition. The FAA is a sole source for this work. FAA grant funds have been offered for this work and staff has prepared a grant application for submittal to the FAA.

Financial Considerations: The Reimbursable Agreement developed by the FAA indicates the cost of the work is $99,700. The full amount is required to be paid as a lump sum prior to the start of the work. If the work does not use the full amount of the pre-payment, the excess will be refunded to the Airport. The approved Apron Phase IV project budget will cover the cost of this agreement and will be reimbursed at the 90% level of eligibility through the FAA grant. The remainder of the expense is included in the project budget.

Legal Considerations: The Reimbursable Agreement has been reviewed and approved as to form by the Law Department. City Code Section 2.64.020 allows a sole source purchase when services are available from only one vendor. The grant application has also been reviewed and approved as to form by the Law Department. Application and utilization of this grant is within the Wichita Airport Authority's statutory powers. The application complies with FAA procedural requirements.

Recommendations/Actions: It is recommended that the WAA approve the reimbursable agreement and the grant application along with the receipt of funds, and authorizing the Director of Airports to sign all the documents related to the grant.

Attachments: Reimbursable Agreement and Grant application.

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	JUL 2 3 2015
Airport/Planning Area	**Wichita Dwight D Eisenhower National**
AIP Grant Number	**3-20-0088-070-2015**
DUNS Number	**124970641**

TO: **Wichita Airport Authority, Kansas**
(herein called the "Sponsor")

FROM: **The United States of America**
(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 9, 2015, for a grant of Federal funds for a project at or associated with the Wichita Dwight D Eisenhower National Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Wichita Dwight D Eisenhower National Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron - Reimbursable Agreement to Relocate FAA Cables

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2015, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$89,730**.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $-0- for planning

   $89,730 for airport development or noise program implementation

   $-0- for land acquisition.

   The source of this Grant may include funding from the Small Airport Fund.

2. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements**. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 14, 2015**, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   B. Requirement for Data Universal Numbering System (DUNS) Numbers

      1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

      2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

      3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

    B. May be increased by not more than 15 percent for development projects;

    C. May be increased by not more than 15 percent for land project.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment**. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

    A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

        1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

        2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

        3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

    B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

        1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:

   a. Associated with performance under this agreement; or

   b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 17, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. Airport-Owned Visual or Electronic Navigation Aids in Project. The Sponsor agrees that it will:

A. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
B. Prior to commissioning, assure the equipment meets the FAA's standards; and
C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Jim A. Johnson
(Typed Name)

Manager, Airports Division
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this_____day of _____,_____.

Wichita Airport Authority, Kansas
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Official Representative)

Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,_____.

By: _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	- Select One -
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Application Identifier:
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: 3-20-0088-0070-2015

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Wichita Airport Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653	*c. Organizational DUNS: 124970641

d. Address:

* Street1: 2173 Air Cargo Road
Street 2:
* City: Wichita, KS 67209
County: Sedwick
* State: Kansas
Province:
Country: USA
*Zip/ Postal Code: 67209

e. Organizational Unit:

Department Name: Department of Airports	Division Name: Airport Engineering

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
First Name: Victor
Middle Name:
* Last Name: White
Suffix:

Title: Director of Airports

Organizational Affiliation:
City of Wichita - Wichita Airport Authority

* Telephone Number: (316) 946-4700
Fax Number: (316) 946-1898

* Email: vwhite@wichita.gov

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: 3-20-0088-0070-2015

Title: Terminal Apron Phase IVB FAA Cable Movement

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Wichita, Sedgwick County, Kansas

* 15. Descriptive Title of Applicant's Project:

During Apron Phase IVB the existing terminal concourses will be removed and a portion of the air carrier ramp will be reconstructed with aircraft strength pavement to allow the remainder of the new terminal concourse to be accessible for passenger aircraft. Due to this reconstruction the FAA communication cables will need to be relocated.

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 4th

*b. Program/Project: 4th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2015

*b. End Date: 12/31/2016

18. Estimated Funding ($):

*a. Federal	89,730.45
*b. Applicant	9,970.05
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	99,700.50

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Victor

Middle Name:

*Last Name: White

Suffix:

*Title: Director of Airports

*Telephone Number: (316) 946-4700

Fax Number: (316) 946-1898

* Email: vwhite@wichita.gov

*Signature of Authorized Representative: Victor S. White

*Date Signed: 07/09/2015

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☑ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☑ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐ Yes ☑ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐ Yes ☑ No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? ☐ Yes ☑ No	Check one: State ☐ Local ☐ Regional ☐ Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☑ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☑ No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☑ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☑ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☑ No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Wichita Airport Authority will affirmatively work to obtain appropriate zoning by Sedgwick County to restrict the use of land in the immediate vicinity of Dwight D. Eisenhower National Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities which produce smoke, dust, gaseous fumes and electrical interference or glaring impairing pilot visibility.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority has the Fee Simple Title to all land comprising Dwight D. Eisenhower National Airport, free and clear.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout: Functional

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses	99,700.50		99,700.50
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	99,700.50		99,700.50
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	99,700.50		99,700.50
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	99,700.50		99,700.50
20. Federal Share requested of Line 19			89,730.45
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			89,730.45
23. Grantee share			9,970.05
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	$ 99,700.50	$	$ 99,700.50

SECTION C – EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	
a. Securities	$
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	9,970.05
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	9,970.05
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. **TOTAL**	$

SECTION E – REMARKS

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Apron IV, Phase B

AIRPORT : Dwight D. Eisenhower National

1. Objective:

Phase IV will remove the existing terminal concourses and construct a portion of the air carrier ramp. New aircraft strength pavement will be constructed to allow the remainder of the new terminal concourse to be accessible for passenger aircraft. This reconstruction will require the FAA communication cables be relocated.

2. Benefits Anticipated:

Allow uninterrupted communication to the tower.

3. Approach: (See approved Scope of Work in Final Application)

Work will be phased to provide less disruption for tenants and airfield operations.

4. Geographic Location:

Wichita, Kansas

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Victor White, A.A.E.
2173 Air Cargo Road
Wichita, Ks 67209
316-946-4700

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Wichita Airport Authority

Airport: Dwight D. Eisenhower National

Project Number: 3-20-0088-0070-2015

Description of Work: Apron 4B FAA Cable movement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.

   ☐ Yes ☐ No ☑ N/A

2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.

   ☐ Yes ☐ No ☑ N/A

3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.

   ☐ Yes ☐ No ☑ N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).

   ☐ Yes ☐ No ☑ N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.

   ☑ Yes ☐ No ☐ N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.

   ☑ Yes ☐ No ☐ N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.

   ☐ Yes ☐ No ☑ N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.

   ☐ Yes ☐ No ☑ N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.

   ☐ Yes ☐ No ☑ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 9th day of July, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: Victor S. White

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Wichita Airport Authority

Airport: Dwight D. Eisenhower National

Project Number: 3-20-0088-0070-2015

Description of Work: Apron 4B FAA Cable Movement

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

   Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

   ☑ Yes ☐ No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

   ☑ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 9th day of July, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: Victor S. White

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Wichita Airport Authority

Airport: Dwight D. Eisenhower National

Project Number: 3-20-0088-0070-2015

Description of Work: Apron 4B FAA Cable movement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

   ☑ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

   a. The dangers of drug abuse in the workplace
   b. The sponsor's policy of maintaining a drug-free workplace
   c. Any available drug counseling, rehabilitation, and employee assistance programs
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

   ☑ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

   ☑ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:

   a. Abide by the terms of the statement

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

   ☑ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

   ☑ Yes ☐ No ☐ N/A

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended

   b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

   ☑ Yes ☐ No ☐ N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

   ☑ Yes ☐ No ☐ N/A

Site(s) of performance of work:

Location 1
Name of Location: Dwight D. Eisenhower National Airport
Address: 2299 Eisenhower Airport Parkway Wichita, KS 67209

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 9th day of July, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: Victor S. White

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Wichita Airport Authority

Airport: Dwight D. Eisenhower National

Project Number: 3-20-0088-0070-2015

Description of Work: Apron 4B FAA Cable Movement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.

   ☑ Yes ☐ No ☐ N/A

2. For all contacts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.

   ☑ Yes ☐ No ☐ N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts

   ☐ Yes ☐ No ☑ N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
   c. Publicly opened at a time and place prescribed in the invitation for bids
   d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☐ Yes ☐ No ☑ N/A

5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
   a. Written request to use competitive proposal procurement method
   b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.

   ☐ Yes ☐ No ☑ N/A

6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project

   ☐ Yes ☐ No ☑ N/A

7. All construction and equipment installation contracts contain or will contain provisions for:
   a. Access to Records
   b. Buy American Preferences
   c. Civil Rights (General Provisions and Title VI Assurances)
   d. Federal Fair Labor Standards
   e. Occupational Safety and Health Act requirements
   f. Seismic Safety (applies only to projects that include buildings)
   g. State Energy Conservation Requirements (as applicable)
   h. U.S. Trade Restriction
   i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)

   ☐ Yes ☐ No ☑ N/A

8. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
   a. Davis-Bacon and Related Acts
   b. Copeland "Anti-Kickback" Act

   ☐ Yes ☐ No ☑ N/A

9. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving

☐ Yes ☐ No ☑ N/A

10. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8

    c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.

    d. All Contracts - Provisions that address termination for cause and termination for convenience

☐ Yes ☐ No ☑ N/A

11. All contracts exceeding $25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

☐ Yes ☐ No ☑ N/A

12. Contracts exceeding the simplified acquisition threshold (currently $150,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107

    c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J)

    d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

☐ Yes ☐ No ☑ N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

    a. Only one qualified person/firm submits a responsive bid

    b. The contract is to be awarded to other than the lowest responsible bidder

    c. Life cycle costing is a factor in selecting the lowest responsive bidder

    d. Proposed contract prices are more than 10% over the sponsor's cost estimate

    ☑ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 9th day of July, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: Victor S. White

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: Wichita Airport Authority

Airport: Dwight D. Eisenhower National

Project Number: 3-20-0088-0070-2015

Description of Work: Apron 4B FAA Cable Movement

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.

   ☑ Yes ☐ No ☐ N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:

   a. Work in progress
   b. Quality and quantity of materials delivered
   c. Test locations and results
   d. Instructions provided the contractor
   e. Weather conditions
   f. Equipment use
   g. Labor requirements
   h. Safety problems
   i. Changes required

   ☑ Yes ☐ No ☐ N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.

   ☑ Yes ☐ No ☐ N/A

4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).

   ☑ Yes ☐ No ☐ N/A

5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.

   ☑ Yes ☐ No ☐ N/A

6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.

   ☑ Yes ☐ No ☐ N/A

7. Payments to the contractor were or will be made in compliance with contract provisions as follows:

   a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
   b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.

   ☐ Yes ☑ No ☐ N/A

8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.

   ☑ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.

   ☑ Yes ☐ No ☐ N/A

10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.

    ☑ Yes ☐ No ☐ N/A

11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.

    ☐ Yes ☐ No ☑ N/A

12. Applicable close out financial reports have been or will be submitted to the FAA.

    ☑ Yes ☐ No ☐ N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☑ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 9th day of July, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: Victor S. White

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Wichita Airport Authority

Airport: Dwight D. Eisenhower National Airport

Project Number: 3-20-0088-0070-2015

Description of Work: Apron 4B FAA Cable Movement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).

   ☑ Yes ☐ No ☐ N/A

2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

   ☐ Yes ☐ No ☑ N/A

3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.

   ☐ Yes ☐ No ☑ N/A

4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.

   ☑ Yes ☐ No ☐ N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.

   ☑ Yes ☐ No ☐ N/A

6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.

   ☐ Yes ☐ No ☑ N/A

7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.

   ☑ Yes ☐ No ☐ N/A

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.

   ☑ Yes ☐ No ☐ N/A

9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.

   ☑ Yes ☐ No ☐ N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.

    ☐ Yes ☐ No ☑ N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 9th day of July, 2015.

Name of Sponsor: Wichita Airport Authority

Name of Sponsor's Designated Official Representative: Victor White

Title of Sponsor's Designated Official Representative: Director of Airports

Signature of Sponsor's Designated Official Representative: Victor D. White

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

   It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

t. Copeland Anti-kickback Act - 18 U.S.C. 874.1

u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and

authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and

changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor

(except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

   1) Operating the airport's aeronautical facilities whenever required;

   2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

   1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

   1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisorycirculars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

Agreement Number
AJW-FN-CSA-15-3065

NON-FEDERAL LIMITED DESIGN AND IMPLEMENTATION REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

WICHITA AIRPORT AUTHORITY
Wichita Dwight D. Eisenhower National Airport
WICHITA, KS

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the WICHITA AIRPORT AUTHORITY (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

WHEREAS, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and WICHITA AIRPORT AUTHORITY.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and

JUL 29 2015

implementation services to support the Sponsor's project identified below. The scope of this Agreement is limited to technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover additional work beyond the scope of this Limited Agreement. Therefore, this Agreement is titled:

Limited Design and Implementation Reimbursable Agreement for Wichita KS ICT Multi-Disciplne Cable Relocation at Wichita Dwight D. Eisenhower National Airport

This Agreement is in whole or in part funded with funding from an AIP grant [x] Yes [ ]No. If Yes, the grant date is: July 2015 and the grant number is: 3-19-0088-070-2015. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Air Traffic Organization, Central Services Area, NavAids Engineering Center, Kansas City, Missouri will perform the scope of work included in this Agreement. Brad Urey is the Program Implementation Manager (PIM) and liaison with the Sponsor and can be reached at (817) 222-4029. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at (817) 222-4395.

B. Sponsor:

WICHITA AIRPORT AUTHORITY
ATTN: John Oswald
2173 AIR CARGO ROAD
Wichita, KS 67209

Telephone: 316-946-4715
Email: joswald@wichita.gov

ARTICLE 5. Reserved

ARTICLE 6. Reserved

ARTICLE 7. Estimated Costs

The fully-loaded estimated FAA cost associated with this Agreement is $$99,700.50.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend 36 months beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location.The mailing address is:

   FAA Mike Monroney Aeronautical Center
   Attn: AMK-323, Reimbursable Project Team
   P.O. Box 25082
   Oklahoma City, OK 73125

   The overnight mailing address is:
   FAA Mike Monroney Aeronautical Center
   Attn: AMK-323, Reimbursable Project Team
   6500 S. MacArthur Blvd.
   Oklahoma City, OK 73169

Telephone: 405-954-3002

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

WICHITA AIRPORT AUTHORITY
Attn: John Oswald
Director of Engineering
2173 AIR CARGO ROAD
Wichita, KS, 67209
joswald@wichita.gov
316-946-4715

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by an appropriate written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Reserved

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications

thereto, and, accordingly, that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**WICHITA AIRPORT AUTHORITY**	
SIGNATURE	_____	SIGNATURE	_____
NAME	_____	NAME	_____
TITLE	Contracting Officer	TITLE	_____
DATE	_____	DATE	_____

Approved as to form this 7-29-15

Jennifer Magnuson
Director of Law