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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 16, 2016

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on August 9, 2016

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.

None

II. CONSENT AGENDA ITEMS 1 THROUGH 19

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. Encroachment Ordinance.

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

IV. NEW COUNCIL BUSINESS

1. Building Facade Improvements at 100 S. Market. (District I)

RECOMMENDED ACTION: Approve the final statement of cost, place the ordinance on first reading and authorize the necessary signatures.

2. Petition to Approve a Community Improvement District for Downtown Hilton CID. (District I)

RECOMMENDED ACTION: Accept the petition and adopt the resolution setting a public hearing on September 6, 2016 for consideration of the establishment of a Community Improvement District and authorize the necessary signatures.

3. Quarterly Financial Report for the Period Ended June 30, 2016.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the period ended June 30, 2016.

4. Central Standard Brewing One Year Anniversary - Community Events with Alcohol Consumption. (District I)

RECOMMENDED ACTION: Adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Central Standard Brewing One Year Anniversary event, August 27, 2016 and authorize the necessary signatures.

5. Builders Plus Block Party and Open House - Community Event with Alcohol Consumption. (District I)

RECOMMENDED ACTION: Adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Builders Plus Block Party and Open House on August 26, 2016 and authorize the necessary signatures.

6. Paratransit Service Request for Proposals.

RECOMMENDED ACTION: Reject all Paratransit proposals, endorse implementation of the Paratransit Transition Plan, and authorize the additional positions necessary to implement the Transition Plan

7. Ordinance Amending Sections 6.02.020 and 6.02.030 of the Code of the City of Wichita Pertaining to the Animal Advisory Board.

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

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

Andra Martin 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

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 15, 2016.

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

2. Applications for Licenses:

<u>Special Event</u>	<u>2016</u>	<u>(Consumption On-Premise)</u>
LaFamilia Senior Community Center	September 24, 2016	841 W. 21st St. North

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u>	<u>2016</u>	<u>(Consumption on Premises)</u>
Michelle Suddeth	Delano Barbeque Co. **	710 W. Douglas Ave.

<u>Renew</u>	<u>2016</u>	<u>(Consumption off Premises)</u>
Cecilia Pinon	El Super Del Centro South***	1560 S. Main

**General/Restaurant (need 50% or more gross revenue from sale of food)

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

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

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Revised Petitions for Improvements to Serve Fox Ridge Plaza Addition. (District V)
b. Petition for Waterline Improvements to Serve Silver Springs 2nd Addition. (District V)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

6. Consideration of Street Closures/Uses:

- a. Community Events - Crawl for Cancer. (District IV)
- b. Community Events - Kidzcope 5K. (District II)
- c. Community Events - Race for Freedom. (District VI)
- d. Community Events - Central Standard Brewing One Year Anniversary. (District I)
- e. Community Events - Builders Plus Block Party and Open House. (District I)
- f. Community Events - Wichita Burger Battle. (District I)
- g. Community Events - Kansas Fallen Firefighter's Memorial. (District III)

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.

7. Agreements/Contracts:

- a. Kansas Department of Transportation Supplemental Agreement No. 1 for Improvements to 127th Street East between 13th and 21st Streets North. (District II)

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

8. Minutes of Advisory Boards/Commissions:

Wichita Employees' Retirement Board and Police & Fire Retirement Board, July 7, 2016
Bicycle and Pedestrian Advisory Board, July 11, 2016

RECOMMENDED ACTION: Receive and file.

9. Funding for Improvements to Sewage Treatment Plant One.

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

10. Senior Management Report for the Quarter Ended June 30, 2016.

RECOMMENDED ACTION: Receive and file.

11. 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.

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

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

13. Notice of Intent to Use Debt Financing - Terminal Demolition Project - Wichita Dwight D. Eisenhower National Airport.

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

14. Second Reading Ordinances: (First Read August 9, 2016)

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.

None

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.

Andra Martin, 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.

15. *FlightSafety International, Inc - Supplemental Agreement No. 3 - Wichita Dwight D. Eisenhower National Airport.

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

16. *Forty Five Enterprises, LLC D/B/A Leadfoot Express Transport - Cargo Building Supplemental Agreement No. 1 - Wichita Dwight D. Eisenhower National Airport.

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

17. *Wichita Air Services, Inc. - Commercial Hangar Operator Use and Lease Agreement - 3324 Jabara Road - Colonel James Jabara Airport.

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

18. *Terminal Demolition Project - Budget Initiation - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the project budget.

19. *Air Capital Terminal 3 (ACT 3) Terminal Apron Phase IV-B - Budget Adjustment and Change Order No. 2 - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the project budget increase and Change Order No. 2 and authorize the necessary signatures.

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council
SUBJECT: Encroachment Ordinance (All Districts)
INITIATED BY: Department of Park & Recreation
AGENDA: Unfinished Business

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

Background: City Ordinance 9.03.250 is not specific regarding encroachments on park property and has proven to be unenforceable for the protection of park land. There are currently numerous encroachments on park land throughout the City. The proposed ordinance amendments have been presented to the Board of Park Commissioners and were approved on March 14, 2016.

Analysis: The Board of Park Commissioners along with Park & Recreation staff, are recommending the adoption of the proposed ordinance which provides for a new addition, Chapter 9.05, in the City Code. This establishes that existing encroachments may be eligible for a permit, with an annual fee of \$200. There is an approval process for these existing encroachments, which are only valid under the current ownership. The proposed ordinance provides for criminal penalties and establishes a process for encroachment removal and abatement. There will be no permits allowed for parks with land restrictions, such as: parks created with Land and Water Conservation funds, Housing and Urban Development- Parks in Cities funds, etc. The permit holder must acquire general liability insurance and agree to hold the City harmless for any issues arising from the encroachment.

Financial Considerations: There is an annual fee of \$200 in addition to the \$50 filing fee and \$25 permit application fee. Any fees collected will offset staff time and Sedgwick County Records filing fees.

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

Recommendation/Action: It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

Attachments: Ordinance, Permit Agreement, Permit Application, and Memorandum of Encroachment.

First Published in the Wichita Eagle on August 26, 2016

CLEAN

8/08/16

ORDINANCE NO. 50-306

AN ORDINANCE CREATING CHAPTER 9.05 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PROHIBITION OF ENCROACHMENTS UPON PARK PROPERTY AND THE PENALTY THEREFOR, PERMITS FOR CERTAIN ENCROACHMENTS AND THE PROCESS THEREFOR, AND REPEALING SECTION 9.03.250 OF THE CITY CODE PERTAINING TO THE PROHIBITION AGAINST STORING PERSONAL PROPERTY ON PARK PROPERTY.

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

SECTION 1. The title to Chapter 9.05 of the Code of the City of Wichita, Kansas shall read as follows:

“Chapter 9.05. Encroachments upon Park Property.”

SECTION 2. Section 9.05.010 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Definitions. – The following words and phrases, whenever used in this Chapter, shall be defined as follows:

- (a) ‘Board’ means the Board of Park Commissioners of the City of Wichita.
- (b) ‘City’ means the City of Wichita, Kansas.
- (c) ‘Council’ means the Wichita City Council.
- (d) ‘Director’ means the Director of the City of Wichita Park and Recreation Department or designee.

- (e) ‘Encroachment Permit’ means the authority to maintain an encroachment upon Park Property in the City of Wichita pursuant to and within the limitations of the provisions of this Chapter.
- (f) ‘Notice of Encroachment’ means a document filed with the Register of Deeds of Sedgwick County, Kansas to give notice that an Encroachment Permit has been issued for an encroachment upon Park Property by the City of Wichita pursuant to the terms of this Chapter.
- (g) ‘Park Property’ means any real property owned by or under the control of the City of Wichita or the Board of Park Commissioners that is designated for use as a park or recreational facility by the City Council.
- (h) ‘Person’ means any individual, corporation, partnership, association, firm, joint venture, company or other state franchised business entity such as a professional association, limited liability company, limited liability partnership or other organization of any kind.”

SECTION 3. Section 9.05.020 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Definition of Encroachment upon, below, over or across Park Property, deemed unlawful. It is unlawful for a person to commit or engage in any of the following acts, allow to occur any of following described activities, or maintain or allow to exist any of the following described structures, objects or other material thing upon, below, over or across any Park Property, and, for the purposes of this Chapter, shall be defined as an encroachment thereon:

- (a) No person shall erect, construct, install, or place any structure, building, driveway, improvement, shed, fence, wall, dog run, dog house, tree house, playhouse, play equipment, TV or radio reception device, machinery, equipment,

or apparatus of any type, whether stationary or moveable and whether permanent or temporary in character, or stockpile, store or place any organic or inorganic material used for the construction of such items.

- (b) No person shall perform, cause or authorize any mowing, trimming, cutting, or grooming of Park Property, or perform any similar grounds maintenance for any purpose, or in any like manner encroach onto Park Property from privately or publicly owned lands.
- (c) No person shall place, stockpile or store any gravel, stone, dirt, sand, wood, firewood, lumber or any other organic or inorganic material.
- (d) No person shall place any electrical wire, conduit, or pipe, or any public service or private utility, into, upon, above, across or beneath Park Property.
- (e) No person shall plant vegetation or construct or maintain any form of planting bed, vegetable garden or landscaping of any kind.
- (f) No person shall utilize Park Property for access to private or commercial property for any reason.
- (g) No person shall allow, authorize, build, construct, or place the discharge point of any sump pump, pool, water feature, or foundation drainage, or any storm water management measures, including but not limited to swales, drains and contouring, that directs or is intended to direct sump pump or foundation drainage discharge, onto Park Property. All discharge of sump pumps and foundation drainage adjacent to Park Property, shall be setback from the Park Property line, in such a manner that the water flow is discharged onto the originating property and flows in accordance with City and State of Kansas drainage law.

- (h) No person shall erect, construct, install or place any memorial such as, but not limited to, flowers, memorabilia, mementos, religious symbols or signs.”

SECTION 4. Section 9.05.030 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Exceptions. The provisions of Section 9.05.010 shall not apply to any person who has a written agreement with the City or the Board, including, but not limited to, a lease, easement or an Encroachment Permit issued pursuant to the provisions of Section 9.05.040 which allows an encroachment otherwise prohibited by Section 9.05.020, but only to the extent of the terms and conditions set forth in such written agreement, lease, easement or Encroachment Permit.”

SECTION 5. Section 9.05.040 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Permits for existing encroachments – Standards, conditions and term for issuance of same.

- (a) Any unlawful encroachment as described in Section 9.05.020, and amendments thereto, upon Park Property that is in existence upon the date of passage of this ordinance shall be subject to review by the Director, who shall compile a list thereof. The Director shall conduct a review of all existing encroachments subject to written standards developed for such purpose. These standards shall include, but not be limited to, the physical characteristics of the encroachment, the size of the encroachment, the purpose for or the use of the encroachment and whether the encroachment poses a public safety hazard. Additionally, an Encroachment Permit will not be granted allowing an encroachment to exist upon Park Property that is in violation of any land or deed restriction or is or has been

acquired and/or developed with Federal financial assistance provided by the National Park Service of the United States Department of the Interior in accordance with the Land & Water Conservation Fund Act of 1965, and amendments thereto. If a determination is made after review that an Encroachment Permit may be issued for the continued existence of the encroachment, written notice shall be served upon the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment by certified mail, return receipt requested, or by personal service. The notice shall describe the encroachment and provide options as set forth paragraphs (b), (c), (d), (e), (f) and (g) of this Section regarding the continued existence of the encroachment.

- (b) The recipient of the notice described in paragraph (a) herein shall have forty five (45) calendar days from the date of the notice to respond in writing thereto and inform the Director of such person's intentions regarding maintaining the encroachment. Should the recipient elect to apply for an Encroachment Permit to maintain the encroachment, application for the permit must be made, and all conditions set forth in subparagraph (d) must be met, within forty five (45) additional calendar days from the date of the response to the Director, provided, however, that an extension of one forty five (45) calendar day time period shall be granted if recipient demonstrates that due diligence is being exercised in making application for, and complying with the required conditions for such permit. If the recipient of the notice described in paragraph (a) herein fails to respond to the notice or fails to complete an application for and comply with the conditions for

an Encroachment Permit within the required period of time, the option to obtain an Encroachment Permit shall no longer be available to the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment. A Notice to Abate shall be sent to such person, following the process set forth in Section 9.05.060 of this Code.

- (c) An Encroachment Permit shall become null and void and subject to revocation by the Director upon the sale or any change of ownership of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment.
- (d) An Encroachment Permit shall be issued to an applicant only if each of the following conditions are met:
 - (1) The encroachment must be in existence upon the effective date this ordinance to be eligible for an Encroachment Permit. No encroachment that comes into existence after the effective date this ordinance shall be eligible for such a permit.
 - (2) The encroachment must not present a public safety hazard. No Encroachment Permit will be issued if the existence thereof creates or causes a public safety hazard.
 - (3) The applicant must pay the required fee for the Encroachment Permit and must allow the Director access to the applicant's property as necessary to photograph and otherwise document the encroachment as it exists at the time the Encroachment Permit is issued.

(4) The applicant must sign an agreement to indemnify, hold harmless and defend the City, the Council, the Board, and any of its agents or employees from and against any and all loss, damage, liability, cost or expense which arises, or is alleged to have arisen due to the existence of the encroachment.

(5) The applicant must acquire, at such applicant's own expense, general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence). The City shall be named as an additional insured under said policy and such policy shall properly protect and indemnify the City in an amount not less than aforesaid. The issuer may not cancel the insurance thereof without at least thirty (30) days advance written notice to the Director of Park and Recreation. A copy of such policy shall be furnished to City with the application for an Encroachment Permit and at the time of each annual renewal of such permit.

(6) The applicant shall not, nor permit anyone else to enlarge or expand the encroachment in any manner, nor shall such person erect, construct, install or place any encroachment in addition to that allowed by the Encroachment Permit required herein.

(7) The applicant shall sign a Notice of Encroachment which shall be in a form prepared and approved by the City Attorney, and shall be filed with the Office of the Register of Deeds for Sedgwick County, Kansas. This document is intended to serve as notice to any subsequent purchaser of the property which is

associated with the Encroachment Permit that the permit is null and void and subject to revocation and the encroachment subject to abatement upon any sale or change of ownership of said property.

(8) The encroachment for which an Encroachment Permit is issued shall be subject to any utility excavation or other work that must be done at the location of the encroachment by the City or any utility operating under a City franchise. It shall be the responsibility of the permit holder to remove any or all of the encroachment, if necessary, for such work to proceed. Additionally, should damage to the encroachment occur during such utility excavation or other work, the City or utility operating under a City franchise will not be responsible for the repair or replacement of such encroachment if the encroachment is thereafter allowed by this Chapter.

(9) The encroachment for which an Encroachment Permit is issued shall be subject to any redevelopment, change of use or to meet other needs of the Wichita Park and Recreation Department regarding the Park Property where the encroachment is located, as determined by the Council or the Board.

(10) The applicant shall be subject to any additional terms, conditions and/or limitations placed upon the existing encroachment and made a part of the Encroachment Permit by the Director, however, the applicant may, upon written request to the Director, obtain a hearing before either the Director or a designated hearing officer regarding such additional terms and conditions provided the request is received by the Director within ten (10) business days from the date of

the issuance of the Encroachment Permit. Any hearing requested shall proceed in accordance with the provisions of Section 9.05.080(a) of this Code.

- (e) An Encroachment Permit shall be valid for a term of one year from the date of issuance and must be renewed on an annual basis, with payment of the required fee and subject to all requirements set forth in paragraph (d) of this Section. Renewal must be made no later than thirty (30) calendar days following the expiration date of the permit being renewed.
- (f) The Director is authorized, with the approval of the Board, to implement an application process for the Encroachment Permit required by this Section and setting any fees therefor.
- (g) An Encroachment Permit shall be revoked by the Director, if any of the following shall occur:
 - (1) Failure of any holder of an Encroachment Permit to maintain continued compliance with any of the conditions for obtaining such permit as set forth in paragraph (d) of this Section;
 - (2) Failure of any holder of an Encroachment Permit to renew said permit within the time limits set forth in paragraph (e) of this Section;
 - (3) The sale or change of ownership of the real property associated with an Encroachment Permit; or
 - (4) A determination by the Council or the Board regarding redevelopment of or changes in the use of the Park Property where the encroachment is located, in order to meet the needs of the Department of Park and Recreation.

(h) Written notice of the revocation of an Encroachment Permit by the Director shall be provided to the permit holder along with a Notice to Abate pursuant to the procedure set forth in Section 9.05.060 of this Code. The notice shall include the reason for revocation of the Encroachment Permit and a statement that the recipient may, upon written request to the Director, obtain a hearing before either the Director or a designated hearing officer, provided the request is received by the Director within ten (10) business days from the date of the notice of revocation. Any hearing requested shall proceed in accordance with the provisions of Section 9.05.080(a) of this Code. The provisions of the Notice to Abate shall be stayed pending the hearing on the permit revocation.”

SECTION 6. Section 9.05.050 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Existing encroachments not eligible for permit. If the review of an encroachment in existence at the time of the passage of this ordinance results in a determination by the Director that an Encroachment Permit shall not be issued for the continued existence of the encroachment, a written Notice to Abate shall be sent to the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment, following the process set forth in Section 9.05.060 of this Code.”

SECTION 7. Section 9.05.060 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Notice to Abate. (a) Whenever any officer or City employee authorized to enforce the provisions of this Chapter determines that there has been a violation of any of the

provisions of Section 9.05.020 of this Code, and/or that an encroachment upon Park Property has occurred, written notice shall be given to the owner and/or occupant of the property upon which the encroachment is located or that is associated with or adjacent to the encroachment. If the violation or encroachment is not associated with any real property other than Park Property, written notice shall be given to the person committing the violation and/or responsible for maintaining the encroachment.

(b) The notice shall include the following information:

- (1) The address and/or legal description of the real property associated with the violation and/or encroachment, if any;
- (2) The nature of the violation and/or encroachment, with sufficient information that would reasonably allow the recipient to determine the nature of the violation and to allow for self-abatement;
- (3) That the violation and/or encroachment shall be abated by the recipient within a designated time period, not exceeding thirty (30) calendar days from the date of the notice, provided that an extension of one thirty (30) calendar day time period shall be granted to the recipient of the Notice to Abate provided that the recipient makes such request in writing to the Director prior to the expiration of the initial thirty (30) calendar day time period and demonstrates that due diligence is being exercised in abating the violation and/or encroachment;
- (4) That the recipient, upon written request to the Director, may obtain a hearing before either the Director or a designated hearing officer regarding the Notice to Abate, provided the request is received by the Director

within ten (10) business days from the date of the Notice to Abate, which hearing shall proceed in accordance with the provisions of Section 9.05.080(a) of this Code;

- (5) That failure to comply with the Notice to Abate may result in the City abating the violation and/or encroachment with the assessment of costs made against any real property associated with the violation and/or encroachment, or by filing an action seeking judgment against the recipient thereof;
 - (6) That failure to pay such assessments within thirty (30) calendar days of the notice of costs shall result in the filing of a lien against any real property associated with the violation and/or encroachment or the filing of an action seeking judgment against the recipient thereof, or both; and
 - (7) That such violation is subject to criminal prosecution.
- (c) Except as provided by Subsection (d), the Notice to Abate shall be served on the person or persons responsible for the violation and/or encroachment or the owner of any real property associated with the violation and/or encroachment by certified mail, return receipt requested, or by personal service, or if the any real property associated with the violation and/or encroachment is unoccupied and the owner is a nonresident, then by mailing a notice by certified mail, return receipt requested, to the last known address of the owner.
- (d) If the intended recipient has failed to accept delivery or otherwise failed to effectuate receipt of the Notice to Abate sent pursuant to this Section, the City may serve the Notice to Abate by such methods including, but not limited to, door

hangers, conspicuously posting the Notice to Abate on the property, personal notification, or first class mail.

- (e) If the Notice to Abate cannot be conveniently served as set forth in Subsections (c) and (d) of this Section, service is to be made upon the intended recipient by at least one publication in the official newspaper of the City, such publication to contain the conditions and reasons of the Notice to Abate.
- (f) If an officer or employee authorized to enforce violations of this Chapter determines that a violation exists, the officer or employee may issue a Notice to Appear in Municipal Court for such violation. No other procedures or notice are required as a prerequisite to the issuance of a Notice to Appear.”

SECTION 8. Section 9.05.070 of the Code of the City of Wichita, Kansas is hereby Created to read as follows: **“Abatement of nuisance by City; notice of costs; assessment and collection.**

- (a) If the recipient of the Notice to Abate fails to comply with the terms therein and within the period of time designated in the notice, or fails to comply with the notice after a hearing on the matter, then the City may abate the violation and/or encroachment in a reasonable manner, which may include going upon the real property associated with the violation and/or encroachment. The City shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property or for damages to property in the reasonable exercise of its duty to the public to abate the violation and/or encroachment. The City may use its own employees or contract for services for such abatement.

(b) If the City takes action to abate the violation, it shall provide a Notice of Costs to the recipient of the Notice to Abate. The Notice of Costs shall be delivered by certified mail, return receipt requested, at the last known mailing address of the recipient; or if the property associated with the violation and/or encroachment is vacant or unoccupied, the Notice of Costs shall also be posted on the property in a reasonable manner. The recipient shall have thirty (30) calendar days from the date of the Notice to make full payment. The Notice of Cost shall state:

- (1) The address or legal description of the property, if any;
- (2) The nature of the violation, including relevant ordinances;
- (3) The nature of the work performed to abate the violation and/or encroachment;
- (4) The costs incurred for the abatement of the violations and/or encroachment in either a lump sum or in itemized form;
- (5) That the notice is a demand for payment within thirty (30) calendar days from the date of notice;
- (6) That failure to pay the entire amount within thirty (30) calendar days shall allow the City to file a lien against the associated property or to pursue litigation for the recovery of the costs, or both;
- (7) That such additional remedies to recover costs shall include additional amounts including additional administrative costs, attorneys' fees when applicable, and interest;
- (8) That payment shall be made by check or money order made payable to the City of Wichita, Kansas, with no post-dating of the check, and sent to the

address as stated within the notice with a written indication of the purpose for the payment and the address of the property where the violation and/or encroachment occurred. Partial payments will not be accepted and shall be considered as non-payments.

- (c) If the payment of costs is not made within the thirty (30) calendar day period, the City may levy a special assessment for such costs against the lot or piece of land associated with the violation and/or encroachment. The City Clerk at the time of certifying other City taxes to the County Clerk shall certify the aforesaid costs, to be extended by the County Clerk on the tax roll of the county against the lot or parcel of ground, and it shall be collected by the County Treasurer and paid to the City as other City taxes are collected and paid. Provided further, the City may collect the costs in the manner provided at K.S.A. 12-1,115 and amendments thereto, by bringing an action in the appropriate court as a personal debt. The City may pursue both assessment and collection at the same time until the full cost, including applicable interest, court costs, attorneys' fees, and any other reasonable costs associated with the action have been paid in full.
- (d) Any assessment charged pursuant to this Subsection shall be in addition to and not in lieu of any other penalties or remedies provided for in this Chapter or any other applicable ordinance of the City and/or law of the State of Kansas.”

SECTION 9. Section 9.05.080 of the Code of the City of Wichita, Kansas is hereby created to read as follows: “**Hearing by the Director, Appeals.** (a) If a written request for a hearing is made within the (10) business day period as provided in Sections 9.05.040(d)(10), 9.05.040(h) and 9.05.060(b)(4) of this Chapter, then a hearing shall be

scheduled within ten (10) business days before the Director or a designated hearing officer. The Director or hearing officer shall receive evidence, review the facts relevant to the matter being heard and prepare a written order. The order shall be sent by United States mail addressed to the person requesting the hearing within ten (10) business days of the hearing, unless otherwise stated at the hearing. The order shall describe the relevant facts and provide any specific Code provision(s) or written review standard(s) being relied upon and any relevant information as deemed necessary by the Director or designated hearing officer. The Director or designated hearing officer may approve, overrule or modify the decision or determination that is the topic of the hearing request.

(b) The decision of the Director or designated hearing officer may be appealed by a party to the hearing by filing with the City Clerk a written notice of appeal within ten (10) business days of the date of the written order of the Director or designated hearing officer. The notice of appeal shall specify the name and address of the appellant, the date of the hearing from which the appeal is being taken and shall state a factual basis for the appeal. Upon receipt of a complete and filed notice of appeal, the City Clerk shall proceed as follows:

- (1) If the appeal involves an encroachment occurring upon, below, over or across Park Property to which title is held in the name of the Board of Park Commissioners pursuant to Section 5 of Charter Ordinance No. 125 of this Code and amendments thereto, the notice of appeal should be forwarded by the City Clerk to the Board President, who shall schedule a hearing before the Board at the next regularly scheduled Board meeting.

- (2) If the appeal involves an encroachment occurring upon, below, over or across Park Property to which title is held in the name of the City of Wichita pursuant to Section 5 of Charter Ordinance No. 125 of this Code and amendments thereto, the City Clerk shall schedule a hearing before the Council no later than 30 days from the date of the filing of the Notice of Appeal with the City Clerk.
- (c) Any appeal shall stay any action regarding the violation and/or encroachment or an Encroachment Permit until the matter is heard by either the Board or the Council. The Board or the Council may approve, overrule or modify the decision of the Director or designated hearing officer.
- (d) The decision of the Board or the Council may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay action regarding the violation and/or encroachment or the Encroachment Permit or other determination made or imposed by the Board or the Council.”

SECTION 10. Section 9.05.090 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Enforcement – Personnel authorized. In addition to all law enforcement officers, the following personnel employed by the City shall have the power to enforce the provisions of this Chapter:

- (a) Director of Park and Recreation or designee;

- (b) All Fire Department personnel;
- (c) Director of Public Works and Utilities or designee; and
- (d) Zoning administrator or designee.”

SECTION 11. Section 9.05.100 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Penalty for Violation. Any person who is convicted of a violation of any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00). Each day that any violation of this Chapter occurs shall constitute a separate offense and shall be punishable hereinafter as a separate violation. Provided, however, that if upon trial of any person found guilty of a violation of any of the provisions of this Chapter it shall appear to the court that the violation and/or encroachment complained of as proscribed in this Chapter is continuing, the court shall enter such order as it shall deem appropriate to cause the nuisance to be abated.”

SECTION 12. Section 9.05.110 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Violations not exclusive. Violations of this Chapter are in addition to any other violation enumerated within the ordinances of the Code of the City and in no way limits the penalties, actions or abatement procedures which may be taken by the City for a violation of this title which is also a violation of any other ordinance of the City or statute of the State of Kansas. Additionally, violations of this Chapter shall not limit or impede in any manner the ability of the City to bring an action in the District Court of the Eighteenth Judicial District or any other appropriate court having jurisdiction to enjoin any violation of the provisions of this Chapter.”

SECTION 13. Section 9.05.120 of the Code of the City of Wichita, Kansas is hereby created to read as follows:

“Severability. Should any section, clause, sentence, or phrase of this ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any remaining provisions herein.”

SECTION 14. The original of Section 9.03.250 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 15. This ordinance shall be included in the code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official City paper.

PASSED PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of August, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and
Director of Law

ENCROACHMENT PERMIT AGREEMENT

This Encroachment Permit Agreement (hereinafter “Agreement”) is made and entered into by and between the City of Wichita, Kansas (hereinafter “City”), a Kansas municipal corporation and _____ (hereinafter “Permit Holder”).

WHEREAS the Permit Holder has applied for an Encroachment Permit pursuant to Section 9.05.____ of the Code of the City of Wichita, Kansas (hereinafter “the Code”) for an encroachment being maintained by Permit Holder which encroaches upon the premises of _____ Park, and

WHEREAS the encroachment for which a permit is being sought by Permit Holder is set forth in detail in the Encroachment Permit Application (hereinafter “the Application”), a copy of which is attached to this agreement and made a part of as if fully set out herein; and

WHEREAS the Director of Park and Recreation (hereinafter “Director”) has reviewed said Application and has found that the encroachment meets the standards and conditions set forth in Section 9.05.040 of the Code and should be approved and a permit to maintain such encroachment granted to Permit Holder conditioned upon the terms of this Agreement. Specifically, the Director finds that the encroachment was inexistence at the time of the passage of Ordinance No. _____ by the City, that the physical characteristics of the encroachment are suitable for a permit to be issued, that the encroachment does not at this time pose a public safety hazard and that the encroachment does not violate any land or deed restriction nor does it encroach upon Park Property that has been acquired and/or developed with Federal financial assistance provided by the National Park Service of the United States Department of the Interior in accordance with the Land & Water Conservation Fund Act of 1965, and amendments thereto.

NOW THEREFORE, in consideration for the City granting an Encroachment Permit for the continued existence of the encroachment as set forth in the Application, the Permit Holder hereto agrees as follows:

1. **Term.** The term of this Agreement and the Encroachment Permit issued pursuant to this Agreement shall commence on the _____ day of _____, 2016 and shall be valid through the _____ day of _____, 2017, which is one calendar year.
2. **Fee.** The fee for an Encroachment Permit shall be \$200, payable on or before the execution of this Agreement and each year thereafter. This fee shall not be pro-rated or refundable.

3. **Access to Property.** During the term of this Agreement, Permit Holder agrees to allow City staff access to Permit Holder's property as necessary to view or otherwise document the encroachment.
4. **Indemnification.** By signing this Agreement, Permit Holder agrees to indemnify, hold harmless and defend the City, the Council, the Board, and any of its agents or employees from and against any and all loss, damage, liability, cost or expense which arises, or is alleged to have arisen due to the existence of the encroachment.
5. **Liability insurance.** Permit Holder agrees to acquire, at Permit Holder's own expense, general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence). The City shall be named as an additional insured under said policy and such policy shall properly protect and indemnify the City in an amount not less than aforesaid. The issuer may not cancel the insurance thereof without at least thirty (30) days advance written notice to the Director. Permit Holder agrees to furnish a copy of such policy to the City upon the execution of this Agreement and additional copy shall be furnished to City at the time of each annual renewal of this Agreement.
6. **No expansion.** Permit Holder shall not, nor permit anyone else to enlarge or expand the encroachment in any manner, nor shall such person erect, construct, install or place any encroachment in addition to that allowed by the Encroachment Permit issued pursuant to this Agreement.
7. **Memorandum of Encroachment Permit.** Permit Holder agrees to sign a Memorandum of Encroachment Permit Agreement which shall be in a form prepared and approved by the City Attorney, and which shall be filed with the Office of the Register of Deeds for Sedgwick County, Kansas to serve as notice that the Encroachment Permit is null and void and subject to revocation and the encroachment subject to abatement upon any sale or change of ownership of the property associated with the encroachment. The costs associated of filing said Memorandum shall be paid by the Permit Holder.
8. **Encroachment subject to utility work.** Permit Holder agrees and understands that the encroachment for which this Encroachment Permit is issued shall be subject to

any utility excavation or other work that must be done at the location of the encroachment by the City or any utility operating under a City franchise. It shall be the responsibility of the permit holder to remove any or all of the encroachment, if necessary, for such work to proceed. Additionally, Permittee understands that should damage to the encroachment occur during such utility excavation or other work, the City or utility operating under a City franchise will not be responsible for the repair or replacement of such encroachment.

9. **Encroachment subject to charge of use by City.** Permit Holder agrees that the encroachment for which this Encroachment Permit is issued shall be subject to any redevelopment, change of use or to meet other needs of the Wichita Park and Recreation Department regarding _____ Park, as determined by the City Council or the Board of Park Commissioners.
10. **Additional terms and conditions.** (If applicable) By signing this Agreement, Permit Holder agrees to be subject to [list any additional terms and/or conditions if any], subject to the hearing process set forth in Section 9.05.040(d)(10) of the Code.
11. **Renewal of Agreement and Permit.** This Agreement and the accompanying Encroachment Permit must be renewed by Permit Holder on an annual basis for the encroachment to continue in existence. Renewal shall be accomplished by payment of the required fee and execution of a new Agreement setting forth the terms and conditions of such renewal. Application for renewal of this Agreement and the Encroachment Permit must be made by Permit Holder no later than thirty (30) calendar days following the expiration date of this Agreement.
12. **Revocation of Encroachment Permit.** By signing this Agreement, Permit Holder acknowledges and understands that the Encroachment Permit shall be revoked by the Director if any of the following shall occur:
 - (a) Failure of Permit Holder to maintain continued compliance with any of the conditions for obtaining the Encroachment Permit set forth in this Agreement;
 - (b) Failure of Permit Holder to renew said Encroachment Permit and Agreement within (30) calendar days following the expiration date of this Agreement.
 - (c) The sale or change of ownership of the real property associated with the Encroachment Permit; or

(d) A determination by the City Council or the Board of Park Commissioners regarding redevelopment of or changes in the use of _____ Park.

13. **Consequences of revocation of Encroachment Permit.** Permit Holder understands that should the Encroachment Permit granted pursuant to his Agreement be revoked, the encroachment will be subject to abatement and any other remedies set forth in chapter 9.05 of the Code.
14. **Assignment.** This Agreement cannot be assigned, sublet or transferred in any manner by Permit Holder.
15. **Third party rights.** It is specifically agreed between the City and Permit Holder that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
16. **Governing law.** This Agreement shall be interpreted according to the laws of the State of Kansas.
17. **No arbitration.** The City and Permit Holder shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration.
18. **NOTICES.** Any notice required or allowed by this Agreement shall be deemed sufficiently given if personally delivered, sent by registered or certified mail, return receipt requested, or sent via telefacsimile to the party to who said notice is directed. Notices sent by registered or certified mail, return receipt requested, shall be deemed to have been made 72 hours after the date said notice is postmarked to the addressee, postage prepaid. Notices sent by telefacsimile shall be deemed to have been given on the day sent and, if illegible, shall, at the receiving party's request, be re-sent until the receiving party receives a legible telefacsimile. Until changed by written notice given by either party to the other, the addresses or the parties shall be as follows:

Park & Recreation Department
City of Wichita, Kansas
11th Floor, City Hall
455 N. Main
Wichita, Kansas 67202
FAX: (316) 858-7767

Permit Holder
(address)

Wichita, Kansas 67208
FAX: _____

PERMIT HOLDER:

Date

DEPARTMENT OF PARK AND RECREATION

Troy Houtman, Director

Date

CITY OF WICHITA, KANSAS

Robert Layton, City Manager

Date

ENCROACHMENT PERMIT APPLICATION

Director of Park and Recreation
Department of Park and Recreation
City Hall, 11th Floor, 455 North Main
Wichita, Kansas 67202

I request permission for the existing encroachment identified as _____ (short description of encroachment, such as “flower garden” or “shed” or “fence” _____

and more fully described in the enclosed plans, drawings and photographs, in Park Property _____, adjacent to or otherwise associated with my property addressed

as _____ in accordance with the enclosed plans, drawings, and photographs. The legal description of my property at this address is as follows:

Lot: _____ Block: _____

Addition: _____

I understand that I must abide by all of the terms and conditions set forth in Chapter 9.05 of the code of the City of Wichita, and amendments thereto, and specifically with the requirements set forth in Section 9.05.040. I further understand that I must enter into a separate Encroachment Permit Agreement with the City of Wichita or the Board of Park Commissioners should permission for the encroachment set forth above be granted.

I agree to pay the \$200 Encroachment Permit fee plus \$50 for the recording of the Memorandum of Encroachment Permit Agreement upon approval of my Encroachment Permit. I understand that the Encroachment Permit fee is due and payable on an annual basis in order to maintain the Encroachment Permit in accordance with Chapter 9.05 of the City Code.

I understand that only encroachments identified prior to _____ by the Department of Park and Recreation are eligible for approval. I further understand that approved encroachments may not be altered in size or location and that alteration of an encroachment is grounds for revocation of an Encroachment Permit as set forth in Chapter 9.05 of the code of the City of Wichita.

I understand that an encroachment permit will not be granted in a park that is limited by land restrictions and as listed on the reverse side of this application.

I agree the information provided in this application is accurate to the best of my knowledge and belief and I have attached the \$25 Permit Application Fee which I understand is Non-Refundable.

(Signatures on reverse)

Property Owner – Signature

Property Owner – Printed

Telephone Number

Date

Address

Fax

City, State, Zip

Email Address

APPROVED:

Director Park and Recreation

Date

The below listed Parks are NOT ELIGIBLE for Permits for Encroachment due to restrictions of federal funding programs:

Land Water Conservation Fund

Housing and Urban Development –
Parks in Cities

Boston
Brownthrush
Buffalo
Cessna East & West
Chisholm Creek
Evergreen
Harrison
Kiwanis
Linwood – North & South
McAdams
Orchard
Osage
Pawnee Prairie
Planeview
Riverside – South & Central
Sim
Southview
Stearman – LWCF offset
Swanson
Sycamore
Watson
West Douglas
Wichita Skatepark

Dr. Glen Dey (Grove)
Emporia
Evergreen
Murdock
Piatt

This Instrument was Prepared By
And When Recorded Mail to:
Park & Recreation Department of
the City of Wichita, Kansas
11th Floor, City Hall
455 N. Main
Wichita, KS 67202

MEMORANDUM OF ENCROACHMENT PERMIT AGREEMENT

This Memorandum of Encroachment Permit Agreement (“Memorandum”), is made this _____ day of _____, 20____, by and between the City of Wichita, Kansas, a municipal corporation, (“City”) or [Park Board], and _____ (“Permit Holder(s)”).

RECITALS:

WHEREAS, City/Board is the owner of certain real property located at _____ and commonly known as [ie: Watson Park] (“the Park Property”); and

WHEREAS, the Permit Holder(s) is/are the owner(s) of certain real property located at _____; and

WHEREAS, the Permit Holder(s) has encroached upon the Park Property by causing or allowing _____; and

WHEREAS, the Permit Holder(s) has/have been granted an Encroachment Permit from the City/Board dated _____, which is renewable on an annual basis from this date. A copy of the Encroachment Permit Agreement is maintained at _____ and all of its terms are incorporated in this Memorandum as thought fully set forth herein; and

WHEREAS, the City/Board and the Permit Holder(s) desire to file this Memorandum of record in the office or the Register of Deeds of Sedgwick County, Kansas, in order to provide record notice to third parties of Permit Holder(s) encroachment on the Park Property;

NOW THEREFORE, for and in consideration of the granting of the Encroachment Permit, and for other good and valuable consideration, the receipt and adequacy and sufficiency of which are expressly acknowledge by the parties, the City/Board and the Permit Holder(s) agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. City/Board agrees to allow and permit the Permit Holder(s) the temporary right to maintain said encroachment for a period of one calendar year from the date of this Memorandum.
2. During the term of this Memorandum, the Permit Holder(s) agrees to allow the City staff access to Permit Holder(s) property as reasonably necessary to view or otherwise document the encroachment.
3. Permit Holder(s) agree(s) to maintain at Permit Holder(s) own expense liability insurance as specified in the Encroachment Permit Agreement.
4. Permit Holder(s) agrees that no expansion of the encroachment, in any way, is permitted and if such expansion does occur, the Encroachment Permit becomes void.
5. Permit Holder(s) agrees and understands that the said encroachment is subject to any utility work that is necessary at the location of the encroachment and that if any damage occurs to the said encroachment during said utility work by the City or any utility operating under a City franchise, the Permit Holder(s) will be solely responsible for the repair or replacement of such encroachment, if thereafter allowed.
6. This Memorandum contains only selected provisions of the Encroachment Permit Agreement and reference is made to the full text of said Agreement for all of the applicable terms and conditions. This Memorandum does not, in any way, amend or supersede the terms and conditions of the Encroachment Permit Agreement.

IN WITNESS WHEREOF, the City/Board and the Permit Holder(s) have executed this Memorandum the day and year first written above.

PERMIT HOLDER:

Date

**DEPARTMENT OF PARK AND RECREATION
CITY OF WICHITA, KANSAS**

Troy Houtman, Director

Date

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council
SUBJECT: Building Facade Improvements – 100 S. Market (District I)
INITIATED BY: Office of Urban Development
AGENDA: New Business

Recommendation: Approve the statement of cost and first reading of the ordinance.

Background: Since 2001, the City has provided a Façade Improvement Program. It is available to properties in defined areas, including the City’s core area. On June 16, 2015, the City Council authorized maximum special assessments for façade improvements at 100 south Market in an amount not to exceed \$195,000. Construction of the façade improvements is now complete. It is now necessary to approve the statement of costs and amend the assessment ordinance to reflect the final assessment amount prior to bonding.

Analysis: For purposes of establishing the final assessment amount, an ordinance has been prepared reflecting the final costs upon completion of the façade project. Final costs of the project include architectural/engineering fees, City administrative charges, interim financing costs, estimated costs of issuance related to permanent financing, and a one-year debt service reserve based upon permanent financing assumptions. Upon adoption of the ordinance by the governing body, the ordinance will be published and a notice of the final assessment amount will be mailed to the affected property owner.

State statutes provide the City Council authority to use special assessment funding for the projects. Pursuant to K.S.A. 12-6a01 *et seq.*, if the final cost of completed improvements are less than the maximum amount of the assessment as set forth in the Original Maximum Assessment Ordinance, it is necessary to reduce the assessment to an amount equal to the final cost of the improvements.

Financial Considerations: The final assessment amount to be paid by special assessments totals \$170,216. Taxable General Obligation Special Assessment Bonds will be issued in September 2016, with special assessments levied against the improved property.

Legal Considerations: The authorizing ordinance adjusting the special assessments to reflect the final costs of the project has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the final statement of cost, place the ordinance on first reading and authorize the necessary signatures.

Attachments: Statement of Cost
Ordinance

(Published in The Wichita Eagle on August 26, 2016)
ORDINANCE NO. 50-307

AN ORDINANCE ADJUSTING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – (100 SOUTH MARKET IMPROVEMENT DISTRICT)).

WHEREAS, pursuant to Resolution No. 15-157 (the “Resolution”), the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) has authorized, pursuant to K.S.A. 12-6a01 *et seq.* (the “Act”) the creation of an improvement district (the “Improvement District”) and the construction of the following improvements therein:

Construction of improvements to area walls on public ways or land abutting thereto consisting of façade improvements (the "Improvements") at 100 South Market.

WHEREAS, pursuant to the Act and Ordinance No. 50-026 (the “Original Assessment Ordinance”), the Governing Body has levied special assessments against certain property in the City in connection with the Improvements at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, *Section 1* of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in *Exhibit A* to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements.

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

Section 1. Assessment Adjustments. Pursuant to the Act and *Section 1* of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied in the amounts and assessed against the lots, pieces and parcels of land liable therefor as described in *Exhibit A* to this Ordinance, which is incorporated herein by reference. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

Section 2. Notification. The City Clerk is hereby authorized and directed to: (a) mail a Notice of Adjusted Assessment to the owners of property assessed for the Improvements pursuant to the Original Assessment Ordinance; and (b) return to any property owners that prepaid the special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in force from and after its passage by the Governing Body and publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the City Council of the City on August 23, 2016 and **SIGNED** by the Mayor.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

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Exhibit A

**(FAÇADE IMPROVEMENTS – 100 SOUTH MARKET FAÇADE IMPROVEMENT DISTRICT)
RESOLUTION NO. 15-157**

Description of Property	Amount of Maximum Assessment
LOTS 113 AND 115, ON DOUGLAS AVE., WM. GRIEFFENSTEIN'S ADDITION TO THE TOWN OF WICHITA, SEDGWICK COUNTY, KANSAS	\$170,216
Commonly known as 100 South Market	

Approved /Accepted by City Council

Wichita, Kansas

August 16, 2015

This _____

City Clerk
Wichita, Kansas

OCA# 766050
Project# 491050

Dear City Clerk:

Following is the cost of constructing:
Façade Improvements at 100 S. Market

Lump Sum Contract Amount	\$175,992.00
Change Orders	\$0.00
Recording Façade Documents	\$0.00
Project Administration	\$3,519.84
Publication	\$0.00
Abstract	\$20.00
Construction Cost	<u>\$179,531.84</u>
Idle Fund Interest	\$593.65
Temporary Finance Cost	\$0.00
Finance Administration	\$2,991.00
1 Year Debt Service reserve	<u>\$17,100.00</u>
TOTAL COST	\$200,216.49

Respectfully Submitted,

Scot Rigby, Assistant City Manager

Property: \$170,216.49
City: \$30,000.00

Fall 2016

Max.Assessment Ordinance: \$195,000.00
Resolution No. 15-157

Assumptions:

Administration	2%
Temporary Financing	2%
Cost of Issuance	2%
Idle funds	0.041%
Months from cost	8
Monthly temp note cost	NA
Months of temp notes	NA

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Petition to Approve a Community Improvement District for Downtown Hilton CID (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: Wichita Downtown Hotel, LLC, (WDH), has the former Commerce Plaza building at 401 east Douglas under contract for purchase. WDH proposes to redevelop the property into a minimum 120 room Hilton Garden Inn which will include at least 6,000 square feet of ground floor commercial space and a rooftop bar. The project will include the complete renovation of the existing building and construction of additional rooms on the parking lot to the east. WDH has requested assistance from the City for the redevelopment of the project and is currently working on a development agreement related to the project. The proposed agreement includes Community Improvement District (CID) financing, Industrial Revenue Bonds (IRBs) for sales tax exemption, a parking agreement for spaces in the State Office Building Garage to the south and an easement to allow construction of a skywalk between the hotel and garage.

A development agreement defining the City and Developer's responsibilities will be presented to the City Council on September 6th. The September 6th meeting will include a public hearing regarding the CID, IRBs, parking agreement and development agreement. The City Policy requires that a CID petition include a public purpose statement, limits the maximum eligible reimbursement of CID revenue, requires that a notice of public hearing be provided to any existing occupants within the district, and requires signs to be posted next to store entrances.

In order to consider the CID as part of the development agreement on September 6, the City Council must adopt a resolution setting the public hearing. The developer has submitted a petition for creation of the Downtown Hilton Community Improvement District for the land at 401 East Douglas. The petition is signed by 100% of the land owners comprising the district.

Analysis: The developer controls the land within the proposed CID. The project will revitalize a vacant building along the Douglas corridor and continue the development of Downtown Wichita. The project includes Hilton Garden Inn with at least 120 rooms, 6,000 square feet of commercial space on the first floor and a rooftop bar on the newly constructed building. The estimated total cost of the project is \$14,400,000, a portion of which will be paid by CID. The maximum eligible amount for reimbursement by the CID identified in the petition is \$930,000 based on the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is one and a half percent (1.5%) which will be distributed on a pay-as-you-go basis for up to 10 years.

In addition to the CID, the developer has requested additional incentives for the project. WDH has requested the use of Industrial Revenue Bonds for a sales tax exemption on the costs of construction. The Developer is also requesting the use of the State Office Building garage for tenant parking and an

easement to construct a skywalk between the garage and hotel. A development agreement that fully describes the developer's responsibilities and includes the afore mentioned incentives will be presented for consideration at the September 6th public hearing.

To establish a CID, the City Council must first adopt a resolution which states that the Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then 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. Given this process, the earliest date a public hearing may be held for this project would be September 6, 2016. 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 CID 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 five percent (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 (\$930,000) has been reimbursed or the 10-year term has expired, whichever is earlier.

Legal Considerations: State law allows Community Improvement Districts to be established by Ordinance following a public hearing. The petition and resolution have been approved by the Law Department as to form.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on September 6, 2016 for consideration of the establishment of a Community Improvement District and authorize the necessary signatures.

Attachments: Resolution and Petition

On motion duly made, seconded and carried, the meeting thereupon adjourned.
(Published in the *Wichita Eagle* on August 19, 2016 and August 26, 2016)

RESOLUTION NO. 16-217

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 "Downtown Hilton 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 owner of all of the real property within the proposed Downtown Hilton CID and the contractor purchaser of such real property; and

WHEREAS, the proposed Downtown Hilton CID is located North of Kellogg Drive on the on the southeast corner of Douglas and Topeka Avenues within the City; and

WHEREAS, the petition proposes that the City impose a one percent (1.5%) CID Sales Tax within the Downtown Hilton 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. **Petition.** The Governing Body hereby finds that the Petition is in compliance with the provisions of the Act.

2. **Public Hearing.** Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Downtown Hilton CID and the imposition by the City of a one percent (1.5%) CID Sales Tax within the Downtown Hilton CID shall be held on September 6, 2016, 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.

3. **Description of the Project.** The general nature of the proposed community improvement district project (“Project”), is the design, engineering, constructing, furnishing and equipping of a hotel, including a rooftop bar/restaurant and ground floor commercial space, together with related real property improvements, the City’s administrative costs in establishing the District and other items permitted to be financed within the district under the Act.

4. **Estimated Costs of the Proposed Project.** The total estimated cost of the Project is Fourteen Million Two Hundred Thousand Dollars (\$14,200,000), of which the maximum amount eligible for reimbursement is Nine Hundred Thirty Thousand Dollars (\$930,000) exclusive of the City’s administrative costs.

5. **Proposed Method of Financing.** The Project within the proposed Downtown Hilton CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a one percent (1.5%) CID Sales Tax up to a maximum amount of \$930,000, plus the City’s administrative costs, within the proposed Downtown Hilton CID. . No assessments will be levied on property within the proposed Downtown Hilton CID.

6. **Boundaries of the Proposed Downtown Hilton CID.** A legal description of the proposed Downtown Hilton CID is set forth in **Exhibit A** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Downtown Hilton CID is attached hereto as **Exhibit B** and incorporated herein by reference.

7. **Notice of Public Hearing.** Notice of such public hearing shall be given by publication of this Resolution once a week for two consecutive weeks in the official City newspaper, the last publication being not less than seven (7) days prior to the public hearing. In addition, the Clerk shall cause a copy of this Resolution by certified mail to all owners of property within the proposed District, such mailing to occur not less than ten (10) days prior to the public hearing

8. **Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas, on August 16, 2016.

(SEAL)

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

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. _____ of the City of Wichita, Kansas, adopted by the governing body on _____, 2016, as the same appears of record in my office.

DATED: _____, 2016.

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOTS 25, 27, 29, 31, 33, 35 AND 37, ON DOUGLAS AVENUE, IN N.A. ENGLISH'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

EXHIBIT B
MAP OF DISTRICT



COMMUNITY IMPROVEMENT DISTRICT PETITION

RECEIVED

AUG 09 '16

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1) The undersigned, Seneca Property LLC, as owner of record, whether resident or not, of 100% of the land area and 100% of the assessed value of the proposed community improvement district to be located within the City of Wichita, Kansas (the "City"), and Wichita Downtown Hotel, LLC, as contractor purchaser of such the real property, do hereby petition the City to create a community improvement district pursuant to the provisions of K.S.A. 12-6a26 *et seq.*, as amended (the "Act"). In furtherance of such request, the petitioners state in as follows:

- (a) **General Nature of the Proposed Project:** The general nature of the proposed community improvement district project ("**Project**"), is the design, engineering, constructing, furnishing and equipping of a hotel, including a rooftop bar/restaurant and ground floor commercial space, together with related real property improvements, the City's administrative costs in establishing the District and other items permitted to be financed within the district under the Act.
- (b) **Public Purpose:** The public purpose of the Project is to encourage significant economic activity in the City by refurbishing and expanding a vacant building in downtown. The project will increase the property tax value as well as continue the revitalization of the Douglas Avenue Corridor and Project Downtown.
- (c) **Estimated Cost:** The total estimated cost of the Project is Fourteen Million Two Hundred Thousand Dollars (**\$14,200,000**), of which the maximum amount eligible for reimbursement is **Nine Hundred Thirty Thousand Dollars (\$930,000)** exclusive of the City's administrative costs. See attached "**Exhibit A3**" for a detailed budget.
- (d) **Proposed Method of Financing:** The cost of the proposed Project is proposed to be financed by "Pay-as-you-go financing," as defined in the Act, and paid from the fund of the City identified in K.S.A. 12-6a34. The City will pay not to exceed \$930,000 to the developer and owner of the Project, or its successor(s) from the proceeds of the Sales Tax described below.
- (e) **Proposed Amount of Sales Tax:** A community improvement district sales tax (the "Sales Tax") in the amount of 1.50% is proposed in the District for the purpose of financing the costs of the Project. It is proposed that the Sales Tax will expire 10 years from the date its collection begins.
- (f) **Proposed Method and Amount of Assessment if any:** No assessments are proposed hereunder.

(g) **Map and Legal Description of the Proposed District.** A map generally outlining the boundaries of the proposed District is attached as **Exhibit A-2** hereto, and incorporated by reference herein. The legal description of the property to be contained in the proposed District is attached as **Exhibit A-1** hereto, and incorporated by reference herein

It is requested that the improvement hereby petitioned be made with notice and public hearing, pursuant to City policy.

Names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first, and that the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.

[SIGNATURES FOLLOW ON PAGES BELOW]

Exhibit A-1
Legal Description of District

LOTS 25, 27, 29, 31, 33, 35 AND 37, ON DOUGLAS AVENUE, IN N.A. ENGLISH'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

Exhibit A-2
Map of District

[District boundaries shown in bold outline.]



Exhibit A-3
Project Budget

<u>Description</u>	<u>Cost</u>
Site Acquisition and Engineering	\$ 1,500,000
Demolition	\$ 250,000
Construction Hotel	\$ 6,250,000
Construction Retail	\$ 1,000,000
Furniture/Fixture Hotel/Retail	\$ <u>3,000,000</u>
	Subtotal: \$ 12,000,000
	20% Contingency: \$ <u>2,400,000</u>
	Total: \$ 14,400,000

**City of Wichita
City Council Meeting
August 16, 2016**

TO: Mayor and City Council
SUBJECT: Quarterly Financial Report for the Period Ended June 30, 2016
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's website. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise, internal service and pension trust funds, consistent with generally accepted accounting principles. The Quarterly Financial Report may not reflect all the transactions that relate to activities through June 30, 2016.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the period ended June 30, 2016.

Attachment: Quarterly Financial Report

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Central Standard Brewing One Year Anniversary - Community Event with Alcohol Consumption (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the resolution to allow alcohol consumption during the Central Standard Brewing One Year Anniversary event, August 27, 2016.

Background: A Community Event Application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the Central Standard Brewing One Year Anniversary event, scheduled for August 27, 2016. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event earlier today; area businesses and residents have been notified of the street closure, which are depicted on the attached map. The TED will include a portion of the 100 block of S. Greenwood from the north curb line of English Street, extending north for approximately 87 feet to a point even with the north property line of Central Standard Brewing, located at 156 S. Greenwood. Upon review of the application for this community event and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

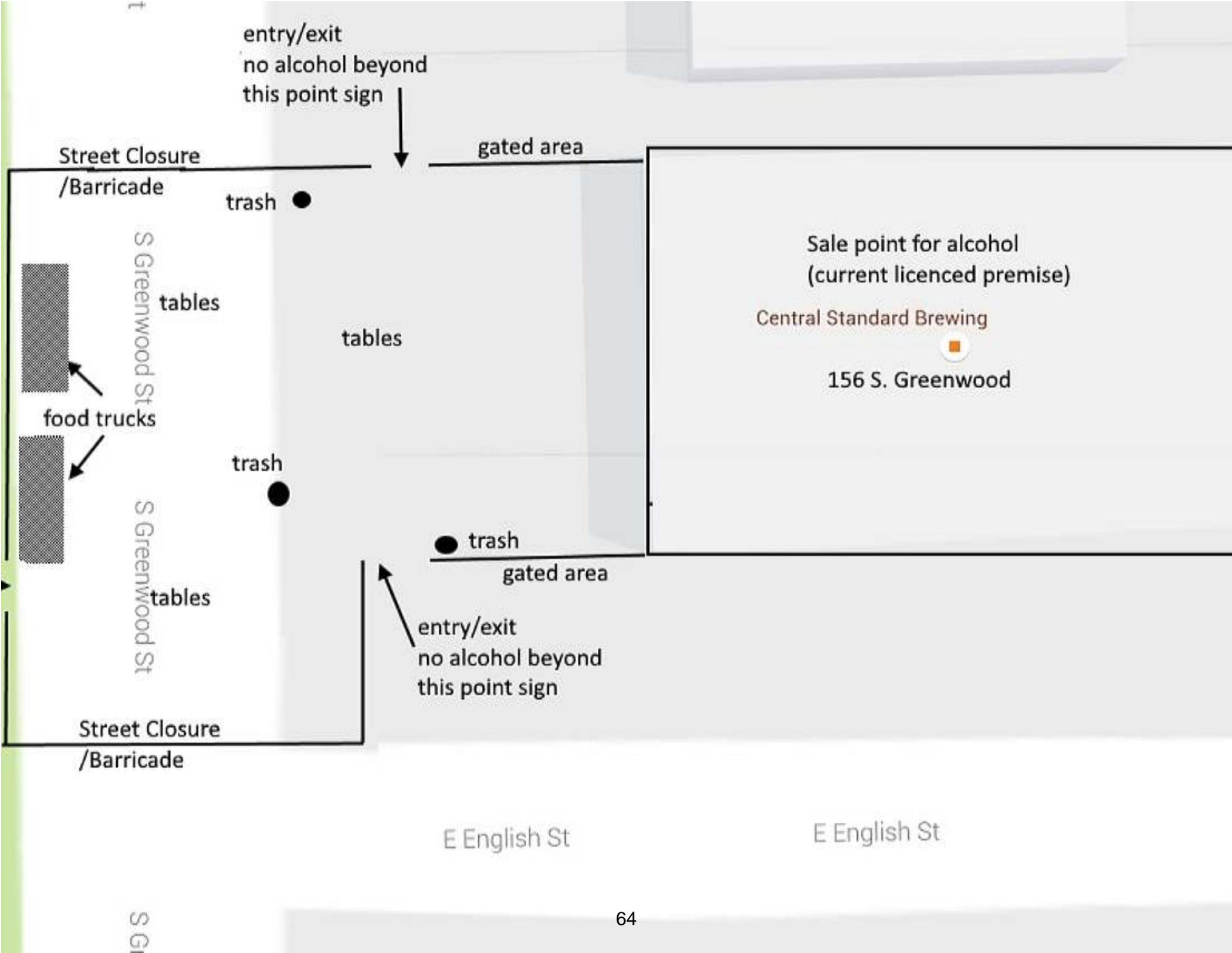
Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth the criteria, which must be considered for approval of a proposed community event. Those factors applicable to this event include findings that the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States; and that closures of public streets have been approved by the City Council. Applying this criteria, staff has reviewed the application of Central Standard Brewing for a community event with consumption of alcoholic liquor allowed, finds that such criteria has been met and recommends approval of the event permit.

Financial Consideration: There are no financial considerations.

Legal Consideration: The Law Department has prepared the proposed resolution and approved as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Central Standard Brewing One Year Anniversary event, August 27, 2016 and authorize the necessary signatures.

Attachments: Resolution and map of proposed sites for consumption of alcoholic liquor for the Central Standard Brewing One Year Anniversary event



RESOLUTION NO. 16-218

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING CENTRAL STANDARD BREWING ONE YEAR ANNIVERSARY COMMUNITY EVENT

WHEREAS, the City Council has approved as a community event Central Standard Brewing One Year Anniversary to occur on August 27, 2016.

WHEREAS, the City Council has approved the 100 block of South Greenwood Avenue to be closed to vehicular traffic from the north curb of English Street for approximately 87 feet to the north, to a point even with the north property line of Central Standard Brewing, located at 156 S. Greenwood. Such street closure shall be approved from 11:00 a.m. to 12:00 midnight on Saturday, August 27, 2016 with the consumption of alcoholic liquor allowed thereon from 12:00 noon to 11:00 p.m. on Saturday, August 27, 2016.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at Central Standard Brewing 1 Year Anniversary has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of Central Standard Brewing One Year Anniversary to occur from 12:00 noon to 11:00 p.m. on Saturday, August 27, 2016, as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 16th day of August, 2016.

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

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Builders Plus Block Party and Open House - Community Event with Alcohol Consumption (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the resolution to allow alcohol consumption during the Builders Plus Block Party and Open House on August 26, 2016.

Background: A Community Event Application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the Builders Plus Block Party and Open House, scheduled for August 26, 2016. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event, which are depicted on the attached map. The TED will include the 100 block of North Pennsylvania Avenue from the north curb of East Douglas Avenue to the south curb of on East 1st Street North. Upon review of the application for this community event and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth criteria, which must be considered for approval of a proposed community event. Those factors applicable to this event include findings that the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States; and that closures of public streets have been approved by the City Council. Applying this criteria, staff has reviewed the application of Builders Plus Construction for a community event with consumption of alcoholic liquor allowed and finds that such criteria has been met and recommends approval of the event permit.

Financial Consideration: There are no financial considerations.

Legal Consideration: The Law Department has prepared the proposed resolution and approved as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Builders Plus Block Party and Open House on August 26, 2016 and authorize the necessary signatures.

Attachments: Resolution and map of proposed sites for consumption of alcoholic liquor for the Builders Plus Block Party and Open House event.

RESOLUTION NO. 16-219

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING BUILDERS PLUS BLOCK PARTY AND OPEN HOUSE COMMUNITY EVENT

WHEREAS, the City Council has approved as a community event Builders Plus Block Party and Open House to occur on August 26, 2016.

WHEREAS, the City Council has approved the 100 block of North Pennsylvania Avenue to be closed to vehicular traffic for this event from the north curb of East Douglas Avenue to the south curb of East First Street North. Such street closure shall be approved from 2:00 p.m. to 9:00 p.m. on Friday, August 26, 2016 with the consumption of alcoholic liquor allowed thereon from 4:00 p.m. to 8:00 p.m. on Friday, August 26, 2016.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at Builders Plus Block Party and Open House has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of Builders Plus Block Party and Open House to occur from 4:00 p.m. to 8:00 p.m. on August 26, 2016.

ADOPTED by the governing body of the City of Wichita, Kansas, this 16th day of August, 2016.

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

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Paratransit Service Request for Proposals

INITIATED BY: Wichita Transit

AGENDA: New Business

Recommendation: Approve the recommendation to reject all proposals, implement the Paratransit Transition Plan, and authorize three additional positions.

Background: Wichita Transit directly operates a fleet of 24 paratransit vans and contracts with five agencies to provide additional paratransit services in the Wichita city limits. Wichita Transit is responsible for providing transportation services in a coordinated and cost effective manner and for ensuring compliance with the Americans with Disabilities Act (ADA). Reviews of the contracting agencies completed in 2014 and 2015 by RLS & Associates (RLS) revealed compliance issues among the agencies and that Wichita Transit had not completed a competitive procurement for the contracted services. On October 6, 2015, the City Council approved a contract for Mobility Management. RLS was tasked with developing a new model for providing paratransit services and creating a transition plan to implement the model. The first step was to distribute an RFP for paratransit services to be provided by a single provider. Next, RLS reviewed the ADA eligibility certification process, policies, and associated documents, and implemented improvements with the help of an advisory committee of stakeholders. The goal of the Transition Plan was to rebuild a compliant, coordinated paratransit service delivery model that would be cost effective and would reach more of those in the community in need of such services.

Analysis: Wichita Transit initiated a request for proposal (RFP) to seek a single paratransit provider. RLS was engaged to assist Wichita Transit in the completion of the RFP. Transit staff met with agencies and sought local and national proposers. The RFP sought a provider to supply paratransit drivers, administration and management staff. Wichita Transit would provide vehicles, vehicle maintenance, fuel, facilities, contract oversight, and continue to manage the ADA eligibility certification process. Two proposals were received from MV Transportation and First Transit. Both firms have national reputations as paratransit and public transportation providers. MV Transportation was the top proposal based on the selection committee's review of proposals and oral interviews. Both proposals indicated that the desired level of service could only be accomplished by use of additional staff in scheduling and supervision. A cost comparison indicated that the services could be provided more cost effectively, while using the same operational model, by keeping the services in-house. The recommendation to reject all proposals and keep the services in-house will:

- Combine all services under the operation of Wichita Transit;
- Establish an improved ADA eligibility process;
- Realign service provisions to keep complementary ADA services with Wichita Transit and let agencies take responsibility of associated non-eligible trips;
- Introduce a travel training program to improve mobility options for the disabled; and
- Add professional staff to manage mobility coordination and operations.

The recommended action was unanimously approved by the Transit Advisory Board on July 22, 2016. The Wichita Sedgwick County Access Advisory Board approved a resolution of support for the Transition Plan on July 27, 2016.

Financial Consideration: MV Transportation proposed a first year cost of \$3,629, 683 to provide paratransit services. Wichita Transit staff believed that MV proposed fewer staff than would be required to operate 66,000 annual revenue hours. When a cost analysis was done to compare Wichita Transit costs to that of MV's costs, MV staffing was increased to 46 drivers to be equal to the proposed number of drivers needed to provide 66,000 revenue hours of service. The MV cost was adjusted to \$3,928,908, making the difference in cost between Wichita Transit and MV even greater. All other costs remained the same. The cost for Wichita Transit to provide the same service is estimated at \$3,481,389, a savings over the MV proposal (adjusted for driver numbers) of \$447,000. The main factors contributing to the cost difference are: (1) Number of administrative and management staff proposed; (2) Insurance; (3) Overhead; and (4) Profit. Implementation of the Transition Plan would require an additional three Wichita Transit paratransit staff and up to 20 additional van driver positions. The new staff positions would include:

- Transportation Development Coordinator, to undertake ADA certification activities and travel training activities.
- Customer Service Clerk II, to manage reserving, scheduling, and dispatching additional trips.
- Operations Supervisor I, to assist drivers and clients with daily service and road supervision.

The additional cost for the positions is included in the proposed cost for Wichita Transit to operate all eligible services in-house.

Legal Consideration: The RFP solicitation allows the City to use the information and plans provided by proposers in any manner the City sees fit, and to reject all bids if so desired. Wichita Transit staff has used the information from the proposals to recommend an operating model that is more cost effective than either proposal, while accomplishing the desired outcomes. The Law Department has reviewed and approved this course of action.

Recommendation/Actions: It is recommended that the City reject all Paratransit proposals, endorse implementation of the Paratransit Transition Plan, and authorize the additional positions necessary to implement the Transition Plan.

Attachments:

- Wichita Transit Paratransit Transition Plan
- Wichita Sedgwick County Access Advisory Board Resolution of Support

Paratransit Transition Recommendation

Background

The need to establish a new model for providing paratransit service was identified by Wichita Transit as a priority in the development of the 2016 and 2017 City of Wichita operating budgets. Wichita Transit has developed a formal recommendation for transitioning to a new model for providing paratransit services.

Under the current model of providing service, Wichita Transit allocates a portion of funding for paratransit services to support the cost of transportation services for five private non-profit agencies. In 2013 Wichita Transit retained the services of RLS & Associates (RLS) to conduct a Paratransit Service Review to examine agency compliance with Federal regulations and service performance. The review identified areas for improvement to be implemented in 2014 and 2015 including contractor oversight, improved FTA compliance, and service coordination. The actions below are necessary for Wichita Transit to remain in compliance with FTA regulations and to improve cost effectiveness:

- Establish paratransit operations with one entity either in-house or through a competitive procurement to improve cost effectiveness, coordination and compliance.
- Review and improve the ADA complementary transit eligibility forms and process.
- Recertify all ADA clients with an FTA compliant certification process.
- Engage in public outreach to expand eligible ADA services equitably to the community.

In late 2015, RLS was retained for a second time in order to implement the above listed actions. With the help of RLS, Wichita Transit began the process of moving away from financially supporting private non-profit agencies and updating the paratransit eligibility process to meet FTA guidelines. Wichita issued an RFP seeking a single paratransit provider. Two proposals were received from national firms that specialize in providing transit and paratransit services: First Transit and MV Transportation. After reviewing the proposals, it was determined that it is more cost effective to maintain paratransit operations in house. The analysis led to a recommendation to transition all eligible ADA complementary paratransit trips to Wichita Transit.

Wichita Transit has developed a transition plan to complete efforts to bring the system into compliance through reorganized service provisions. Below is a description of activities to complete the Paratransit service transition.

Transition Plan

The transition plan will consist of three primary activities:

- Eligibility and recertification process
- Staff preparation to assume operating responsibility

- Agency transition process
- Public Outreach

Eligibility and Recertification Process

- Eligibility forms, the review and appeal process will be completed by late July.
- All Wichita Transit paratransit staff will be trained in proper ADA certification. The Access Advisory Board and the ADA appeals committee will be invited to participate in the training process.
- In August, Wichita Transit will begin the recertification process for all ADA clients. This effort will begin with agencies.
- Recertification will be made more efficient with the assistance of RLS to recertify agency clients during the first 60 days. Staff can assume the responsibility after the initial effort.
- Paratransit operations staff will initiate a travel training program. Travel trainers will teach potential ADA clients how to ride the bus. The process will provide a better understanding of an applicant's capabilities during the recertification process and support the goal to encourage as many persons as possible to learn and use the fixed route transit system.

Staff Preparation to Assume Operating Responsibility

- Paratransit staff will be increased to provide division oversight and management, manage the ADA eligibility process, and provide additional scheduling and street supervision needs. The vacant Mobility Manager position will be filled to manage the division. Three new paratransit division positions are being recommended and will be posted for hire upon City Council approval of the Transition Plan. New positions include the following:
 - Transportation Development Coordinator (Eligibility Certifier/Travel Trainer)
 - Customer Service Clerk II (Reservationist/Scheduler/Dispatcher)
 - Operations Supervisor I (Paratransit)
- Staff will work with existing agencies to identify trips that will be transitioned. Trips that meet the definition of complementary paratransit trips will be transitioned. Specialized transportation will remain the responsibility of the agencies.
- All paratransit administrative staff will receive software training to be fully knowledgeable on the latest capabilities offered by the scheduling software.

Agency Transition Process

Beginning October 1, Wichita Transit will have transitioned eligible trips from the agencies to Wichita Transit. Trips will be transitioned as the system has capacity and additional van drivers will be hired in response to trips being transitioned. Wichita Transit will meet with agencies to provide the following transition information and timelines.

- Agencies will be asked to work with Wichita Transit to identify trips to be transitioned prior to October 1 to minimize disruption to existing clients.

- Subscription trips will continue to be the responsibility of agencies providing the program.
- Clients whose disability requires a level of care beyond that which would be expected if someone were riding the fixed route bus will remain the responsibility of agencies.
- Wichita Transit will schedule all trips, therefore Wichita Transit rules and policies will apply.

Public Outreach

Wichita Transit staff will develop a process to provide transportation information to all affected populations about the availability of ADA complimentary services.

Resolution of Support

Whereas, the Wichita Sedgwick County Access Advisory Board has reviewed the proposed Wichita Transit Paratransit Transition Plan, including a re-certification of its user base and reallocation of its services to general transportation needs; and

Whereas the Transition Plan as proposed promises to bring Wichita Transit paratransit operations into compliance with Federal Transportation Agency regulatory requirements; and

Whereas, the Transition Plan will have the focus of reaching out to a wider user base to maximize general public transportation opportunities for persons with disabilities in the community; and

Whereas, the proposed plan for in-house delivery of services appears to provide the most cost efficient delivery of services to the general public, and do so within existing budget authority; therefore

Be it resolved by the Wichita Sedgwick County Access Advisory Board that the Wichita Transit Paratransit Transition Plan is worthy of this Board's support, and this Board recommends that the Wichita City Council approve the Transition Plan upon its presentation for City Council consideration.

Passed unanimously on July 28, 2016.


Craig Perbeck, Acting Board Chairperson

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Ordinance Amending Sections 6.02.020 and 6.02.030 of the Code of the City of Wichita Pertaining to the Animal Advisory Board
(All Districts)

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: The Animal Advisory Board was instituted in 2015 in response to growing interest in animal control issues throughout the city. As the board has developed, it has become apparent that the board should have greater flexibility in its duties and responsibilities in order to meet the needs and demands of the community. Mayor Longwell requested that the ordinance be reviewed for potential amendments to increase the flexibility of the board to be more responsive to community concerns.

Analysis: Removing the specific duties from Section 6.02.030 will allow the board to adjust its focus as the citizens' priorities change. The amendments will allow the board flexibility to address a broader range of animal control issues. The Animal Advisory meetings are attended by a large number of citizens and working groups will be added so community voices can be heard. Adding an additional board member will insure that all Districts are adequately represented, while keeping the professional and technical expertise of a veterinarian as a board member.

Financial Considerations: None.

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

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

Attachments: Ordinance.

First Published in The Wichita Eagle on August 26, 2016

OCA 083303
CLEAN

8/16/16

ORDINANCE NO. 50-308

AN ORDINANCE AMENDING CHAPTER 6.02.020 AND 6.02.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ANIMAL CONTROL ADVISORY BOARD AND REPEALING THE ORIGINAL OF SAID SECTIONS.

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

SECTION 1. Section 6.02.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Section 6.02.020. – Composition:

The animal control advisory board shall consist of seven at-large members appointed by the City Council with a goal of having one member from a certified local rescue group. In addition to his or her choice of an at-large member, the mayor shall choose an eighth member who is a licensed or retired veterinarian. The Animal Control Advisory Board shall be assisted by a designated representative of the City of Wichita to serve as the non-voting, secretary of the board and at least one representative from Animal Control to serve as advisor. All appointed board members must meet the provisions of Section 2.12.010 of the Municipal Code for the City of Wichita, Kansas. The board shall elect its own chairman and make such rules as are necessary for the conduct of its business and shall be subject to the provisions of Section 2.12.020 of the Municipal Code for the City of Wichita, Kansas.

SECTION 2. Section 6.02.030 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Section 6.02.030. – Purpose.

The board shall provide recommendations to the Wichita Police Department, Division of Animal Control to encourage responsible pet ownership, ensure the humane treatment of all animals and promote public safety through the recommendation of the animal control ordinances of the City of Wichita, Kansas. The board shall have no authority relative to the interpretation of the administrative provisions of the Municipal Code for the City of Wichita, Kansas nor shall the board be empowered to waive requirements of this Code.

SECTION 3. The originals of Section 6.02.020 and 6.02.030 of the Code of the City of Wichita, Kansas, is hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of August, 2016.

Jeff Longwell, Mayor

ATTEST:

Approved as to Form:

Karen Sublett, City Clerk

Jennifer Magana, Director of Law and City Attorney

First Published in The Wichita Eagle on _____

OCA 083303
DELINEATED

8/16/16

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 6.02.020 AND 6.02.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ANIMAL CONTROL ADVISORY BOARD AND REPEALING THE ORIGINAL OF SAID SECTIONS.

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

SECTION 1. Section 6.02.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Section. 6.02.020. - Composition.

The animal control advisory board shall consist of ~~representatives of the Wichita Police Department, including the Animal Control Section, as determined by the Chief of Police. A designated representative of the Animal Control Section shall serve as the non-voting, secretary of the board. The board shall consist of seven at-large members to be appointed by the City Council, pursuant to the provision of Section 2.12.030 of the Municipal Code for the City of Wichita, Kansas, with a goal of having one member being a licensed veterinarian and one member from a certified local rescue group. In addition to his or her choice of an at-large member, the mayor shall choose an eighth member who is a licensed or retired veterinarian. The Animal Control Advisory Board shall be assisted by a designated representative of the City of Wichita Animal Control Section shall to serve as the non-voting, secretary of the board and at least one representative from Animal Control to serve as advisor.~~ All appointed board members must meet the provisions of Section 2.12.010 of the Municipal Code for the City of Wichita, Kansas. The

board shall elect its own chairman and make such rules as are necessary for the conduct of its business and shall be subject to the provisions of Section 2.12.020 of the Municipal Code for the City of Wichita, Kansas.

SECTION 2. Section 6.02.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Section 6.02.030. - Purpose ~~and duties.~~

~~(a) Purpose.~~ The board shall provide recommendations to the Wichita Police Department, Division of Animal Control to encourage responsible pet ownership, ensure the humane treatment of all animals and promote public safety through the recommendation of the animal control ordinances of the City of Wichita, Kansas. The board shall have no authority relative to the interpretation of the administrative provisions of the Municipal Code for the City of Wichita, Kansas nor shall the board be empowered to waive requirements of this Code.

~~(b) Duties.~~ The board's duties and responsibilities shall include:

- ~~1. Provide education to the community through neighborhood meetings and distribution of materials pertaining to ordinances, low cost spay/neuter services, the benefits of micro chipping, and other programs and opportunities to improve the quality of life for pets and the citizens of Wichita;~~
- ~~2. Review existing ordinances and make recommendations for additional ordinances or revisions;~~
- ~~3. Offer community members an opportunity to express concerns about practices within Animal Control and seek constructive solutions to these issues; and~~
- ~~4. Share Animal Control performance metrics with community members.~~

SECTION 3. The originals of Sections 6.020.020 and 6.02.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2016.

Jeff Longwell, Mayor

ATTEST:

Approved as to Form:

Karen Sublett, City Clerk

Jennifer Magana, Director of Law and City Attorney

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 16, 2016**

- a. 111th Street Paving, south of Kellogg east of 119th Mel Hamblton 2nd Addition, Wickes Addition, Unplatted Tracts in Sec. 27S-R1E (south of Kellogg, east of 119th Street) (472-85228/766342/490364) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$253,000.00
- b. 2016 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 5 (Various locations) (472-85300/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$208,200.00
- c. 2016 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 6 (Various locations) (472-85301/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$270,150.00
- d. Sandcrest Street from the east line of Hoover Road east to the west line of Curtis Street; and on Curtis Street from the south line of Reserve D, north to 29th Street North with medians and drainage to be installed where necessary; and on Gulf Breeze Street and Gulf Breeze Circle from the west line of Curtis Street northwest and west to and including the cul-de-sac; Gulf Breeze Court from the north line of Gulf Breeze Street east to and including the cul-de-sac; and on Wavecrest Circle from the east line of Curtis Street east to the south line of Lot 21, Block B, with drainage to be installed where necessary to serve Sandcrest Addition (south of 29th Street North, east of Hoover) (472-85252/766366/490389) Does not affect existing traffic. (District V) - \$1,528,000.00
- e. Storm Water Drain #357 to serve Fontana 5th Addition (east of 119th Street West, north of 29th Street North) (468-84588/751546/485437) Does not affect existing traffic. (District V) - \$46,000.00
- f. Water Distribution System to serve Fontana 5th Addition (east of 119th Street West, north of 29th Street North) (448-90427/735557/470230) Does not affect existing traffic. (District V) - \$132,000.00
- g. Water Supply Line to serve Fontana 5th Addition (east of 119th Street West, north of 29th Street North) (448-90715/636431/776069) Does not affect existing traffic. (District V) - \$250,000.00
- h. Lateral 17, Main 7, Northwest Interceptor Sewer to serve Fontana 5th Addition (east of 119th Street West, north of 29th Street North) (468-84585/744418/480110) Does not affect existing traffic. (District V) - \$275,000.00

PRELIMINARY ESTIMATE of the cost of:

111th Street Paving, south of Kellogg east of 119th
 Mel Hamblen 2nd Addition, Wickes Addition,
 Unplatted Tracts in Sec. 27S-R1E

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	Site Clearing	1 LS
2	Site Restoration	1 LS
3	Removal of Existing Structures	1 LS
4	Sodding	1 LS
5	Traffic Control	1 LS
MEASURED QUANTITY BID ITEMS		
6	Excavation, Common	3,972 cy
7	Fill, Loose	712 cy
8	Fill, Compacted (95% Density)	22 cy
9	Compaction of Earthwork 6" (95% Standard)	322 sy
10	Concrete and/or Asphalt Pavement Removed	551 sy
11	Concrete Pavement (VG) 9" (Reinf)	362 sy
12	AC Pavement 6" (4" Bit Base)	1,896 sy
13	Crushed Rock Base 6", Reinforced	2,699 sy
14	Concrete C & G, Comb. Type 1 (6" & 1-1/2")	756 lf
15	Concrete Curb, Mono Edge (6" & 1-1/2")	162 lf
16	Waterline Valve Adjusted	2 ea
17	Manhole Adjusted	5 ea
18	Inlet Hookups	2 ea
19	Concrete Driveway 8" (Reinforced)	4,077 sf
20	Sawcut Existing Pavement	242 lf
21	Chain Link Fence Removed & Reset	48 lf
22	Inlet, Curb (Type 1) (L=5' W=3')	2 ea
23	Pipe, RCP 15"	88 ea
24	Flume, Concrete 2'-wide	45 lf
25	Connect to Existing Manhole	1 ea
26	Fill, Sand (Flushed and Vibrated)	84 lf
27	BMP, Curb Inlet Protection	4 ea
28	BMP, Silt Fence	1,200 lf
29	BMP, Back of Curb Protection	1,253 lf

Construction Subtotal

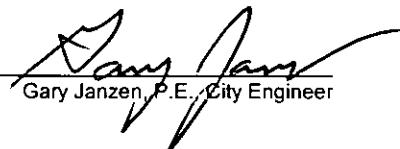
Design Fee
 Engineering & Inspection
 Administration
 Right-of-way
 Publication

Total Estimated Cost

\$253,000.00

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

PRELIMINARY ESTIMATE of the cost of:

2016 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 5
(Various locations)

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

MEASURED QUANTITY BID ITEMS

1	Joint and Crack Sealing	158,000	lbs
2	Crack Routing	10,000	lf

Construction Subtotal _____

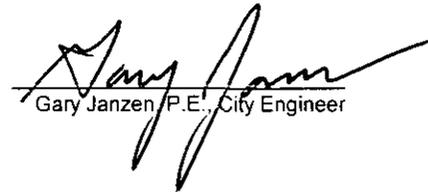
Engineering & Inspection
Administration
Publication
Water Dept
Contingency

Total Estimated Cost _____

\$208,200.00

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)

(132726) 472-85300

Page _____

City Clerk

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

2016 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 6

(Various locations)

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

MEASURED QUANTITY BID ITEMS

1	Joint and Crack Sealing	200,000	lbs
2	Crack Routing	19,000	lf

Construction Subtotal

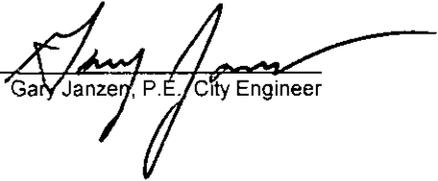
Engineering & Inspection
Administration
Publication
Water Dept
Contingency

Total Estimated Cost

\$270,150.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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



Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

(132726) 472-85301

City Clerk

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Sandcrest Street from the east line of Hoover Road east to the west line of Curtis Street; and on Curtis Street from the south line of Reserve D, north to 29th Street North with medians and drainage to be installed where necessary; and on Gulf Breeze Street and Gulf Breeze Circle from the west line of Curtis Street northwest and west to and including the cul-de-sac; Gulf Breeze Court from the north line of Gulf Breeze Street east to and including the cul-de-sac; and on Wavecrest Circle from the east line of Curtis Street east to the south line of Lot 21, Block B, with drainage to be installed where necessary to serve Sandcrest Addition (south of 29th Street North, east of Hoover)

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 - Group 1		
1	Excavation	114,507 cy
2	Fill, Compacted (95% Density)	7,563 cy
3	Maintain Existing BMPs	1 LS
4	Grading, Mass	1 LS
5	Signing	1 LS
6	Seeding	1 LS
7	Site Clearing	1 LS
8	Site Restoration	1 LS
MEASURED QUANTITY BID ITEMS - Group 1		
9	AC Pavement 5" (3" Bit Base)	17,301 sy
10	Crushed Rock Base 5", Reinforced	22,247 sy
11	Concrete Pavement (VG) 7" (Reinf)	547 sy
12	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	5,951 lf
13	Concrete C & G, Type 3 (8" & 1-1/2")	1,248 lf
14	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	4,242 lf
15	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	262 lf
16	Concrete Curb, Mono Edge (8" & 1-1/2")	82 lf
17	Wheelchair Ramp w/ Detectable Warnings	10 ea
18	Inlet Hookup	17 ea
19	Pipe, PVC 6" Irrigation Sleeve	302 lf
20	Rip-Rap, Light Stone	174 sy
21	Concrete Sidewalk 4"	10,138 sf
22	Inlet Underdrain	302 lf
23	BMP, Back of Curb Protection	10,451 lf
24	BMP, Curb Inlet Protection	17 ea
25	BMP, Drop Inlet Protection	8 ea
26	BMP, Ditch Check	12 ea
27	Pipe, SWS 15"	1,510 lf
28	Pipe, SWS 18"	417 lf
29	Pipe, SWS 24"	187 lf
30	Pipe, SWS 30"	577 lf
31	Pipe, SWS 36"	771 lf
32	Pipe Stub, 24"	1 ea
33	Pipe, End Section 15"	2 ea
34	Pipe, End Section 18"	3 ea
35	Pipe, End Section 30"	2 ea
36	Pipe, End Section 36"	1 ea
37	Fill, Sand (Flushed & Vibrated)	389 lf
38	Inlet, Curb (Type 1A) (L=5' W=3')	8 ea
39	Inlet, Curb (Type 1A) (L=5' W=4') with snout	3 ea
40	Inlet, Curb (Type 1A) (L=10' W=3')	3 ea
41	Inlet, Curb (Type 1A) (L=10' W=4') with snout	3 ea
42	Inlet, Backyard	3 ea
43	Inlet, Drop (Double)	4 ea
44	MH, Standard SWS (5')	2 ea
ADD ALTERNATE MEASURED QUANTITY BID ITEMS - Group 2		
45	Concrete Sidewalk 5"	4,600 sf
46	Wheelchair Ramp w/ Detectable Warnings	1 ea

Construction Subtotal

- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

Total Estimated Cost

\$1,528,000.00

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

To be Bid:

August 5, 2016

PRELIMINARY ESTIMATE of the cost of:
Storm Water Drain #357 to serve Fontana 5th Addition
(east of 119th Street West, north of 29th Street North)

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 (751546) - Group 1

1	Fill, Compacted (90% Density)	4,190	cy
2	Excavation	2,782	cy
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Mobilization	1	LS
6	Seeding, Temporary	1	LS
7	Seeding, Permanent	1	LS

MEASURED QUANTITY BID ITEMS (751546) - Group 1

8	BMP, Silt Fence	1,073	lf
9	BMP, Ditch Check	3	ea

Construction Subtotal _____

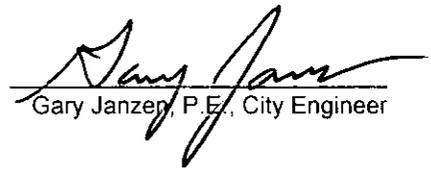
Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost _____

\$46,000.00

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

To be Bid: August 5, 2016

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Fontana 5th Addition
(east of 119th Street West, north of 29th Street North)

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 (735557) - Group 2

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS (735557) - Group 2

3	Pipe, WL 6"	1,448	lf
4	Pipe, WL 6", DICL	6	lf
5	Pipe, WL 8"	1,580	lf
6	Pipe, WL 8", DICL	5	lf
7	Fire Hydrant Assembly	4	ea
8	Valve Assembly, 2" Blowoff	5	ea
9	Valve Assembly, 6"	3	ea
10	Valve Assembly, 8"	3	ea
11	Valve Assembly, Anchored 8"	2	ea
12	BMP, Construction Entrance	1	ea

Construction Subtotal

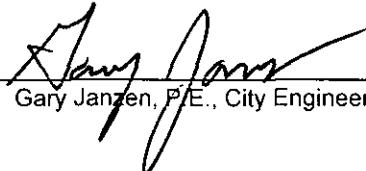
Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost

\$132,000.00

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

To be Bid: August 5, 2016

PRELIMINARY ESTIMATE of the cost of:

Water Supply Line to serve Fontana 5th Addition
(east of 119th Street West, north of 29th Street North)

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 (636431) - Group 3

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS (636431) - Group 3

3	Pipe, WL 8"	111	lf
4	Pipe, WL 16"	1,853	lf
5	Fire Hydrant Assembly	1	ea
6	Valve Assembly, 16"	1	ea
7	Valve Assembly, Anchored 16"	1	ea
8	Valve Assembly, Anchored 8"	1	ea
9	Valve Assembly, Anchored 8", Special	1	ea
10	Valve Assembly, 2" Blowoff	3	ea
11	BMP, Silt Fence	240	lf

Construction Subtotal

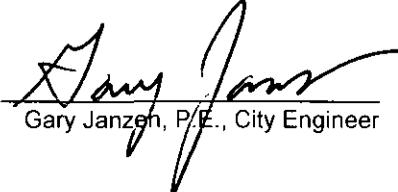
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Water Dept
- Contingency

Total Estimated Cost

\$250,000.00

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

To be Bid:

August 5, 2016

PRELIMINARY ESTIMATE of the cost of:

Lateral 17, Main 7, Northwest Interceptor Sewer to serve Fontana 5th Addition
(east of 119th Street West, north of 29th Street North)

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 (744418) - Group 4

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS (744418) - Group 4

3	Pipe, SS 8"	3,802	lf
4	Air Testing, SS Pipe	3,802	lf
5	MH, Standard SS (4')	14	ea
6	MH, Standard SS (4'), Bolt Down Lid	2	ea
7	Fill, Flowable	155	lf
8	BMP, Silt Fence	2,280	lf

Construction Subtotal

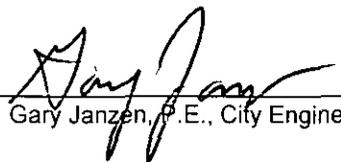
Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost

\$275,000.00

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

480110 (744418) 468-84585

Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Revised Petitions for Improvements to Serve Fox Ridge Plaza Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petitions and adopt the amending resolutions.

Background: On May 6, 2014, the City Council approved petitions for paving and drainage improvements to serve Fox Ridge Plaza Addition. The developer has submitted revised petitions that serve a smaller improvement district area by removing the private shared access road from the improvement district; thus, only the developed property will be assessed. The signatures on the petitions represent 100% of the improvement district and are valid per Kansas Statute 12-6a01.

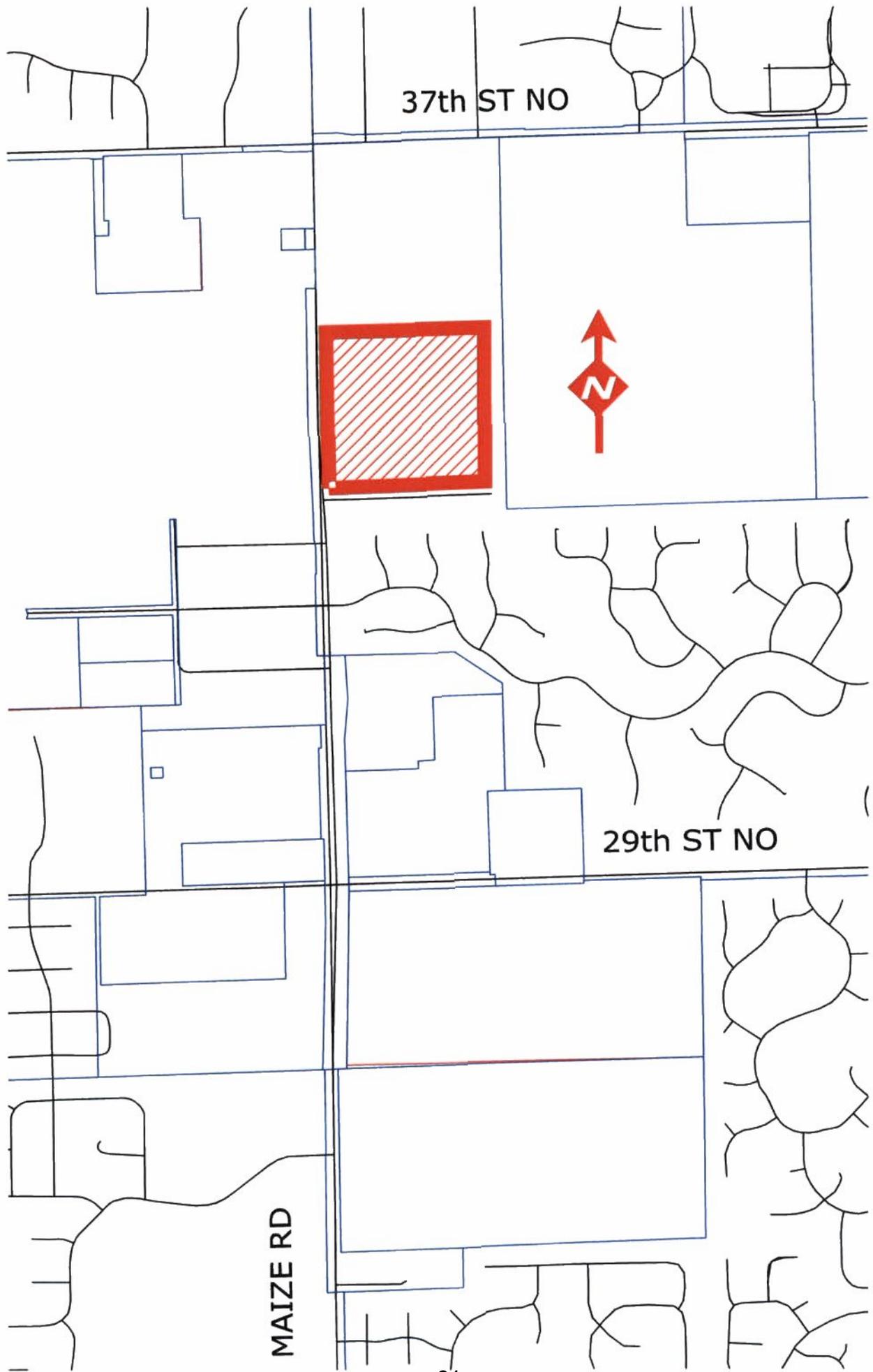
Analysis: The projects will provide paving and drainage improvements required for a new commercial and multi-family development located south of 37th Street North and east of Maize.

Financial Considerations: The existing petition totals are \$245,000 for paving and \$571,000 for drainage. The budget remains the same for both projects, as the scope of work has not changed. The funding source for the projects are 100% special assessments.

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

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

Attachments: Map, revised petitions, and amending resolutions.



37th ST NO

29th ST NO

MAIZE RD

4

**PETITION
PAVING LEFT TURN LANE STRIPING W/2 ENTRIES – FOX RIDGE PLAZA ADDITION**

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

Revises
472-85167

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"):

Restripe existing pavement on Maize Road from South East corner of Lot 1, Block 1 to the North East corner of Lot 6, block 1 to include a new left turn.

Construct 2 new full movements opening off of Maize Road into Development.

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: **\$245,000.00**, 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:

Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT S 555.82 FT E TO BEG BLOCK 1; and BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1;

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

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

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.

REPETITION 472-85167

(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
TIER 1, LLC By: BEH Investments II, LLC, Owner		Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT S 555.82 FT E TO BEG BLOCK 1; and BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1;
	7/8/16	
Seth Albin, Administrative Member		

THIS PETITION was filed in my office on 7-11-16.




 Deputy City Clerk

**PAVING LEFT TURN LANE STRIPING W/2 ENTRIES – FOX RIDGE PLAZA ADDITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Remove and Replace Striping	1	LS	\$ 20,000.00		\$ 20,000.00
Traffic Control	1	LS	\$ 5,000.00		\$ 5,000.00
Concrete Entrance with SWS	2	EA	\$ 70,000.00		\$ 140,000.00
				Contingencies @ 10% +/-	\$ 16,500.00
				Construction Total	\$ 181,500.00
				35% Engineering, Administration, Etc.	\$ 63,525.00
				TOTAL	\$ 245,025.00

4

**PETITION
DRAINAGE – FOX RIDGE PLAZA ADDITION**

*Revises
468-84953*

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

I. 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 drainage improvements.

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: **\$571,000.00**, 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:

Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT S 555.82 FT E TO BEG BLOCK 1; BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1; TH PT LOT 7 & 8 BEG 30 FT E & 417.22 FT S NW COR SAID LOT 7 TH E 267 FT SELY 199.37 FT SELY 102.36 FT WLY 267 FT NWLY 109.05 FT NLY 206.06 FT TO BEG BLOCK 1; COMM SE COR LOT 8 TH W 448.27 FT TO BEG TH W 243.9 FT NWLY 34.69 FT NWLY 353.12 FT E 267 FT SELY 387.23 FT TO BEG BLOCK 1; and TH PT LOT 7 & 8 BEG 30 FT E NW COR SAID LOT 7 TH S 417.22 FT E 267 FT SELY 199.37 FT SELY 102.36 FT SELY 387.23 FT TO S LI SAID LOT 8 TH E 374.17 FT TO PT 74.10 FT W SE COR SAID LOT 8 TH N 89.47 FT NWLY 163.58 FT N 888 FT TO N LI SAID LOT 7 TH W 566 FT TO BEG BLOCK 1

(d) The proposed method of assessment is: **on a fractional basis as described below.**

Lot 1, Block 1, shall pay 992/10000 of the total cost payable by the improvement district; Lot 2, Block 1, shall pay 1018/10000 of the total cost payable by the improvement district; Lot 3, Block 1, shall pay 1049/10000 of the total cost payable by the improvement district; Lot 4, Block 1, shall pay 828/10000 of the total cost payable by the improvement district; Lot 5, Block 1, shall pay 887/10000 of the total cost payable by the improvement district; Lot 6, Block 1, shall pay 913/10000 of the total cost payable by the improvement district; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT S 555.82 FT E TO BEG BLOCK 1, shall pay 1606/10000 of the total cost payable by the improvement district; BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1, shall pay 1414/10000 of the total cost payable by the improvement district; TH PT LOT 7 & 8 BEG 30 FT E & 417.22 FT S NW COR SAID LOT 7 TH E 267 FT SELY 199.37 FT SELY 102.36 FT WLY 267 FT NWLY 109.05 FT NLY

REPETITION 468-84953

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

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.

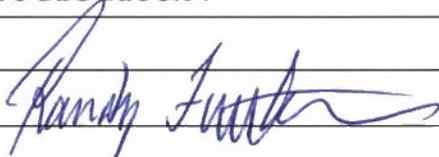
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

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
TIER 1, LLC By: BEH Investments II, LLC, Owner		Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT S 555.82 FT E TO BEG BLOCK 1; and BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1;
	7/8/16	
Seth Albin, Administrative Member		

Signature	Dated	Property Owned Within Proposed Improvement District
SS FOX RIDGE, LLC By: Vantage Holdings, LLC, Manager		TH PT LOT 7 & 8 BEG 30 FT E & 417.22 FT S NW COR SAID LOT 7 TH E 267 FT SELY 199.37 FT SELY 102.36 FT WLY 267 FT NWLY 109.05 FT NLY 206.06 FT TO BEG BLOCK 1; COMM SE COR LOT 8 TH W 448.27 FT TO BEG TH W 243.9 FT NWLY 34.69 FT NWLY 353.12 FT E 267 FT SELY 387.23 FT TO BEG BLOCK 1; and TH PT LOT 7 & 8 BEG 30 FT E NW COR SAID LOT 7 TH S 417.22 FT E 267 FT SELY 199.37 FT SELY 102.36 FT SELY 387.23 FT TO S LI SAID LOT 8 TH E 374.17 FT TO PT 74.10 FT W SE COR SAID LOT 8 TH N 89.47 FT NWLY 163.58 FT N 888 FT TO N LI SAID LOT 7 TH W 566 FT TO BEG BLOCK 1
Randy Furstenberg, Member	7/8/16	

THIS PETITION was filed in my office on 7-11-16.




 Deputy City Clerk

**DRAINAGE – FOX RIDGE PLAZA ADDITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Excavation	80000	CY	\$ 2.50		\$ 200,000.00
Compacted Fill	80000	CY	\$ 1.50		\$ 120,000.00
Clearing and Restoration	1	LS	\$ 10,000.00		\$ 10,000.00
Seeding	1	LS	\$ 15,000.00		\$ 15,000.00
BMP	1	LS	\$ 7,500.00		\$ 7,500.00
			Contingencies @ 20% +/-		\$ 70,500.00
			Construction Total		\$ 423,000.00
			35% Engineering, Administration, Etc.		\$ 148,050.00
			TOTAL		\$ 571,050.00

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

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 LEFT TURN LANE STRIPING WITH 2 ENTRIES - FOX RIDGE PLAZA ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) (472-85167).

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. 14-125 of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the extent of the proposed improvement district to be assessed for the cost of the proposed improvement authorized by the Prior Resolution has decreased;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein 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. Amendment. *Section 3* of the Prior Resolution is hereby amended to read as follows:

Section 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT 555.82 FT E TO BEG BLOCK 1; and BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1;

Section 2. Repealer; Ratification. *Section 3* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. 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 _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

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 (STORMWATER DRAIN NO. 394 - FOX RIDGE PLAZA ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) (468-84953).

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. 14-123** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the extent of the proposed improvement district to be assessed for the cost of the proposed improvement authorized by the Prior Resolution has decreased;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein 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. Amendment. *Section 3* of the Prior Resolution is hereby amended to read as follows:

Section 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT S 555.82 FT E TO BEG BLOCK 1; BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1; TH PT LOT 7 & 8 BEG 30 FT E & 417.22 FT S NW COR SAID LOT 7 TH E 267 FT SELY 199.37 FT SELY 102.36 FT WLY 267 FT NWLY 109.05 FT NLY 206.06 FT TO BEG BLOCK 1; COMM SE COR

LOT 8 TH W 448.27 FT TO BEG TH W 243.9 FT NWLY 34.69 FT NWLY 353.12 FT E 267 FT SELY 387.23 FT TO BEG BLOCK 1; and TH PT LOT 7 & 8 BEG 30 FT E NW COR SAID LOT 7 TH S 417.22 FT E 267 FT SELY 199.37 FT SELY 102.36 FT SELY 387.23 FT TO S LI SAID LOT 8 TH E 374.17 FT TO PT 74.10 FT W SE COR SAID LOT 8 TH N 89.47 FT NWLY 163.58 FT N 888 FT TO N LI SAID LOT 7 TH W 566 FT TO BEG BLOCK 1.

Section 2. Repealer: Ratificaton. *Section 3* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. 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 _____.

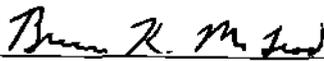
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on August 19, 2016)

RESOLUTION NO. 16-220

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 (STORMWATER DRAIN NO. 394 – FOX RIDGE PLAZA ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) (468-84953).

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. 14-123** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the extent of the proposed improvement district to be assessed for the cost of the proposed improvement authorized by the Prior Resolution has decreased;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein 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. Amendment. *Section 3* of the Prior Resolution is hereby amended to read as follows:

Section 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT S 555.82 FT E TO BEG BLOCK 1; BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1; TH PT LOT 7 & 8 BEG 30 FT E & 417.22 FT S NW COR SAID LOT 7 TH E 267 FT SELY 199.37 FT SELY 102.36 FT WLY 267 FT NWLY 109.05 FT NLY 206.06 FT TO BEG BLOCK 1; COMM SE COR

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Section 2. Repealer: Ratificaton. *Section 3* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. 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 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on August 19, 2016)

RESOLUTION NO. 16-221

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 LEFT TURN LANE STRIPING WITH 2 ENTRIES – FOX RIDGE PLAZA ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) (472-85167).

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. 14-125** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the extent of the proposed improvement district to be assessed for the cost of the proposed improvement authorized by the Prior Resolution has decreased;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein 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. Amendment. *Section 3* of the Prior Resolution is hereby amended to read as follows:

Section 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lots 1 through 6, Block 1; TH PT LOT 7 BEG SE COR SAID LOT N 558.08 FT TO NE COR SAID LOT 7 W 149.07 FT 555.82 FT E TO BEG BLOCK 1; and BEG NE COR LOT 8 SLY 58.15 FT SELY 493.70 FT TO SE COR SAID LOT 8 WLY 74.10 FT N 89.47 FT NWLY 163.58 FT N 332.18 FT E TO BEG BLOCK 1;

Section 2. Repealer: Ratificaton. *Section 3* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. 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 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Petition for Waterline Improvements to Serve Silver Springs 2nd Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the improvement district. The petition is for constructing a waterline and is valid per Kansas Statute 12-6a01.

Analysis: The project will provide waterline improvements required for a new multi-family development located north of Central and east of Ridge.

Financial Considerations: The petition totals \$10,000 for the waterline improvements. The funding source for this project is special assessments.

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

Recommendation/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.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90741

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 8-16-16

REQUEST DATE: _____

PROJECT # : _____

PROJECT TITLE: Petition for Waterline Improvements for Silver Springs 2nd Addn 448-90741

PROJECT DETAIL # : _____

PROJECT DETAIL DESCRIPTION: Petition for Waterline Improvements for Silver Springs 2nd Addn

OCA # : _____

OCA TITLE: Petition for Waterline Improvements for Silver Springs 2nd Addn 448-90741

PERSON COMPLETING FORM: Kim Pelton

PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	\$10,000.00	<u>2999 Contractuals</u>	\$10,000.00
_____	\$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: \$10,000.00

EXPENSE TOTAL: \$10,000.00

NOTES: Hold for LOC

SIGNATURES REQUIRED

DIVISION HEAD: _____

[Signature]

Print Form

DATE: 07/21/16

DEPARTMENT HEAD: _____

[Signature]

DATE: 8/2/16

BUDGET OFFICER: _____

[Signature]

DATE: 7/25/16

CITY MANAGER: _____

DATE: _____

448-90741

**PETITION
(WATER IMPROVEMENTS – SILVER SPRINGS 2ND ADDITION)**

CITY CLERK OFFICE

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$10,000.00, 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:

**Silver Springs 2nd Addition
Lot 1, Block A**

(d) The proposed method of assessment is: equally per lot (1 lot).

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
Builders, Inc. By: <u></u>	<u>4/30/16</u>	Silver Springs 2 nd Addition Lot 1, Block A

THIS PETITION was filed in my office on July 16, 2016.


 Deputy City Clerk

132019

(Published in the *Wichita Eagle*, on [____])

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS – SILVER SPRINGS 2ND ADDITION/NORTH OF CENTRAL, EAST OF RIDGE) (448-90741).

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

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

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

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

(a) 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 **Ten Thousand Dollars (\$10,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof

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

Silver Springs 2nd Addition
Lot 1, Block A

(d) The method of assessment is: **equally per lot (1 lot):**

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 _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, Director of Law and City Attorney

132019

(Published in the *Wichita Eagle*, on August 19, 2016)

RESOLUTION NO. 16-222

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS – SILVER SPRINGS 2ND ADDITION/NORTH OF CENTRAL, EAST OF RIDGE) (448-90741).

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

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

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

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

(a) 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 **Ten Thousand Dollars (\$10,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof

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

Silver Springs 2nd Addition
Lot 1, Block A

(d) The method of assessment is: **equally per lot (1 lot):**

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 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council
SUBJECT: Community Events – Crawl for Cancer (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Samantha Green, Crawl for Cancer Organization, is coordinating the Crawl for Cancer event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Crawl for Cancer August 27, 2016 1:00 pm – 8:00 pm

- North Rock Island Street, Douglas Avenue to First 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 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.

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council
SUBJECT: Community Events – Kidzcope 5K (District II)
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 Trevor Darmstetter, Go Race Timing, is coordinating the Kidzcope 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kidzcope 5K September 5, 2016 8:30 am – 11:00 am

- North Webb Road, East 13th Street North to Waterfront
- Waterfront, North Webb Road to East 13th Street North

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 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.

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council
SUBJECT: Community Events – Race for Freedom (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Trevor Darmstetter, Go Race Timing, is coordinating the Race for Freedom with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Race for Freedom September 10, 2016 8:00 am – 11:00 am

- Meridian Street, 13th Street North to 17th Street North
- 17th Street North, Saint Paul Street to North Charles Avenue
- North Saint Paul Street, 17th Street North to McLean North
- West 18th Street North, North Saint Paul Street to North Edwards
- North Edwards, West 18th Street North to McLean North
- McLean North, Richmond Street to Saint Paul 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 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.

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Central Standard Brewing One Year Anniversary (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter, Andy Boyd, Central Standard Brewing, is coordinating the Central Standard Brewing One Year Anniversary event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Central Standard Brewing 1 Year Anniversary August 27, 2016 11:00 am – 11:00 pm

- South Greenwood Street, East Hyde Park Place North to East English 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 16, 2016

TO: Mayor and City Council

SUBJECT: Builders Plus Block Party and Open House - Community Event with Alcohol Consumption (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the resolution to allow alcohol consumption during the Builders Plus Block Party and Open House on August 26, 2016.

Background: A Community Event Application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the Builders Plus Block Party and Open House, scheduled for August 26, 2016. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event and which are depicted on the attached map. The TED will include the 100 block of North Pennsylvania Avenue from the north curb of East Douglas Avenue to the south curb of on East 1st Street North. Upon review of the application for this community event and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth criteria, which must be considered for approval of a proposed community event. Those factors applicable to this event include findings that the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States; and that closures of public streets have been approved by the City Council. Applying this criteria, staff has reviewed the application of Builders Plus Construction for a community event with consumption of alcoholic liquor allowed and finds that such criteria has been met and recommends approval of the event permit.

Financial Consideration: There are no financial considerations.

Legal Consideration: The Law Department has prepared the proposed resolution and approved as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Builders Plus Block Party and Open House on August 26, 2016 and authorize the necessary signatures.

Attachments: Resolution and map of proposed sites for consumption of alcoholic liquor for the Builders Plus Block Party and Open House event.

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council
SUBJECT: Community Events – Wichita Burger Battle (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 Ashley Ruckman, Kansas Elks Training Center for the Handicapped, is coordinating the Wichita Burger Battle with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Burger Battle October 1, 2016 7:00 am – 10:00 pm

- East William Street, St. Francis Street east to Rail Road Viaduct

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 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.

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council
SUBJECT: Community Events – Kansas Fallen Firefighter’s Memorial (District III)
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 Deputy Fire Chief Elizabeth Snow, Wichita Fire Department, is coordinating the Kansas Fallen Firefighter’s Memorial event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Kansas Fallen Firefighter’s Memorial October 2, 2016 11:30 am – 3:30 pm

- South Broadway Avenue, Lincoln Street to Zimmerly 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; and 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments.

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Kansas Department of Transportation Supplemental Agreement No. 1 for Improvements to 127th Street East between 13th and 21st Streets North (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1.

Background: On July 15, 2014, the City Council approved an agreement with KDOT for improvements to 127th Street East between 13th and 21st Streets North.

Analysis: Supplemental Agreement No. 1 will allow the City to use all the money allocated by the Wichita Area Metropolitan Planning Organization (WAMPO) to construct the project. The supplemental agreement adds audit language that is required by the Kansas Department of Transportation and the federal government. The supplemental agreement also adds a not to exceed amount, which will allow changes in the federal dollar amount to be approved by the Transportation Improvement Program instead of supplemental agreements as long as the amounts increase.

Financial Considerations: WAMPO approved additional funding for the project, available in the TIP, in response to an increased construction estimate. This increases the federal money allocated to the project by \$593,760, from \$2,866,240 to \$3,460,000.

Legal Considerations: The Law Department has reviewed and approved Supplemental Agreement No. 1 as to form.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 1.

PROJECT NO. 87 N-0615-01
STP-N061(501)
ROAD RECONSTRUCTION
CITY OF WICHITA, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Wichita, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated July 25, 2014 for construction of 3-lane roadway on 127th Street East from 13th Street North to 21st Street North (the "Original Agreement").
- B. The Parties mutually desire to supplement the Original Agreement to reflect an increase in the maximum federal funds allowed for the Project and to update Federal Audit provisions.

NOW, THEREFORE, the Parties agree as follows:

1. On page 3 of the Original Agreement, Article II, paragraph 2, be replaced in its entirety to read as follows:

2. **Payment of Costs.** The Secretary agrees to reimburse the City for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$2,303,412.00 in 2017-FFY STP Funds for the Project. The Secretary also agrees to reimburse the City for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$1,156,588.00 in 2018-FFY AC CMAQ and STP funds for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$4,325,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, or Utility adjustments for the Project.

2. On pages 10-11 of the Original Agreement, Article III, paragraph 27, be replaced in its entirety to read as follows:

27. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$4,325,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$4,325,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for

any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

3. On page 11 of the Original Agreement, Article III, paragraph 29, be replaced in its entirety to read as follows:

29. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular") Further, the City agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single or Program Specific Audit Report ("Audit Report") available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

4. On page 12 of the Original Agreement, Article III is revised to add new paragraph 33, to read as follows:

33. **Cap Amount for Project Costs.** The City agrees that the "Not to Exceed" dollar amount above is subject to change as listed in the City's MPO's Transportation Improvement Plan ("TIP"). Final "Not to Exceed" dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the "Not to Exceed" amounts will be documented through a supplemental agreement.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

APPROVED AS TO FORM:

Jennifer Magaña
Jennifer Magaña, City Attorney and
Director of Law

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Funding for Improvements to Sewage Treatment Plant One (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project, adopt the amending resolution, and authorize the necessary signatures.

Background: The Sewage Treatment Plant One Pumping Station is designed to receive and screen up to 80 million gallons a day (MGD) of wastewater, before transferring influent to the Plant Two facility for additional treatment. This facility receives approximately 60 percent of the wastewater treated by the City of Wichita Sewage Treatment Division. Upgrades to the facility are necessary to meet regulatory requirements and reduce risk that is associated with aging infrastructure. Staff has determined that the asset with the highest risk and thus has the greatest need to replace, are the four bar screens located in the headworks of the Pump Station. The bar screens were installed in 1978 and are well past the expected life cycle of 30 years. Inspection has found that there are voids in the screens and there is separation in the rake mechanisms.

Analysis: The Plant One bar screening equipment is an essential component for continuous debris removal. The existing equipment is worn and has become inefficient for debris removal. A 2013 Condition Assessment performed by CH2M Engineering Consultants supports that the rakes and screening equipment at Plant One are in poor condition and need to be replaced. In addition to replacing the bar screens, minor repairs to the concrete supporting structures will be needed. Replacing the bar screens will minimize the potential of the sewage backing up and releasing to the river.

Financial Considerations: The estimated cost for replacement of two screens and associated structural repairs is \$1,286,000. On June 16, 2015, the City Council approved \$350,000 to replace the roof on the Plant One Pump Station. Staff requests approval of the additional \$1,150,000 that is available in 2016 in the 2016-2025 Adopted Capital Improvement Program for Plant One Improvements. This would bring the total revised budget to \$1,500,000. The project will be funded by Sewer Utility cash reserves or future revenue bond sales. If revenue bonds are issued, an additional 8% may be added for administrative and financing costs.

Legal Considerations: The amending resolution and amending notice of intent have been reviewed and approved as to form by the Law Department.

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

Attachments: Amending resolution, amending notice of intent, and budget sheets.

Project Request

CIP Non-CIP

CIP YEAR: 2016

CIP #: Pg 94, Line 13

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION: Sewage Treatment

RESOLUTION/ORDINANCE #: _____

ENGINEERING REFERENCE #: None

FUND: 533 Sewer Construction

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED: _____

REQUEST DATE: _____

PROJECT #: 655554

PROJECT TITLE: Plant One Improvements

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Plant One Improvements-Roof Replacement

OCA #: 620782

OCA TITLE: Plant One Improvements-Roof Replacement

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4572

PROJECT MANAGER: Rebecca Lewis

PHONE #: 303-8702

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9813 Cash Transfer In	\$350,000.00	\$0.00	\$350,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$350,000.00	\$0.00	\$350,000.00

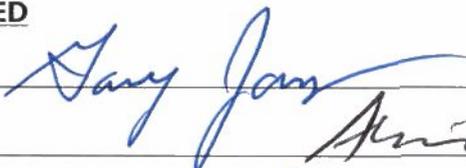
Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$350,000.00	\$0.00	\$350,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$350,000.00	\$0.00	\$350,000.00

NOTES:

Goes with Detail 02
OCA 620785. Total
PPN budget \$1.5M.

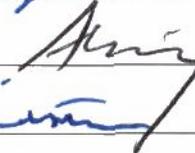
SIGNATURES REQUIRED

DIVISION HEAD: _____



DATE: 08/01/16

DEPARTMENT HEAD: _____



DATE: 8/2/16

BUDGET OFFICER: _____



DATE: 8/1/16

CITY MANAGER: _____

DATE: _____

Print Form

Project Request

CIP Non-CIP

CIP YEAR: 2016

CIP #: Pg 94, Line 13

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Sewage Treatment RESOLUTION/ORDINANCE #: _____

ENGINEERING REFERENCE #: None

FUND: 533 Sewer Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: _____ REQUEST DATE: _____

PROJECT #: 655554 PROJECT TITLE: Plant One Improvements

PROJECT DETAIL #: 02 PROJECT DETAIL DESCRIPTION: Plant One Improvements-Process Equipment

OCA #: 620785 OCA TITLE: Plant One Improvements-Process Equipment

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4572

PROJECT MANAGER: Rebecca Lewis PHONE #: 303-8702

NEW BUDGET REVISED BUDGET

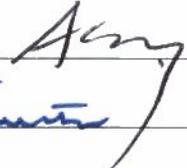
Revenue Object Level 3	Original Budget	Adjustment	New Budget
9813 Cash Transfer In	\$0.00	\$1,150,000.00	\$1,150,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$1,150,000.00	\$1,150,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$0.00	\$1,150,000.00	\$1,150,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$0.00	\$1,150,000.00	\$1,150,000.00

NOTES:
Goes with Detail 01
OCA 620782. Total
PPN budget \$1.5M.

SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: _____

Print Form

DATE: 08/01/16

DATE: 8/2/16

DATE: 8/1/16

DATE: _____

RESOLUTION NO. 16-_____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-174 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body has heretofore by Resolution No. 15-174 of the City (the "Prior Resolution"), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Plant One Improvements (S-60)

(the "Project") at an estimated cost, including related design and engineering expenses of \$350,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$378,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the City now realizes the financing initiated under the Prior Resolution will not suffice for all of the improvements necessary for completion of the Project it is therefore necessary to amend the Prior Resolution.

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

Section 1. Amendment. *Section 1 and Section 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Plant One Improvements

(the "Amended Project") at an estimated cost, including related design and engineering expenses of \$1,500,000. It is hereby further authorized, ordered and directed that the Amended Project be designed, acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or his designee and approved by the Governing Body, said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$1,620,000 (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Notice. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. Repeal and Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in *Section 2* hereof, *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

Section 4. 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, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.



ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer K. Magaña

for Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on _____, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), adopted Resolution No. 16-_____, on _____, 2016 (the "Resolution"). The Resolution amended Resolution No. 15-174 (the "Prior Resolution") which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair and improve the City of Wichita, Kansas Water and Sewer Utility (the "Project"), which is owned and operated by the City (the "Utility"), and authorized the issuance of revenue bonds in amount not to exceed \$378,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The City desired to increase the estimated costs and financing authority for design and construction of the Project and it was therefore necessary to amend the Prior Resolution to support the work on

Plant One Improvements

(the "Amended Project") at an estimated cost, including related design and engineering expenses of \$1,500,000 and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$1,620,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds") in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Amended Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Amended Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on 7 _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-223

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-174 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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 Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body has heretofore by Resolution No. 15-174 of the City (the “Prior Resolution”), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Plant One Improvements (S-60)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$350,000**; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$378,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”) to be payable from the revenues of the Utility; and

WHEREAS, the City now realizes the financing initiated under the Prior Resolution will not suffice for all of the improvements necessary for completion of the Project it is therefore necessary to amend the Prior Resolution.

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

Section 1. Amendment. *Section 1 and Section 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Plant One Improvements

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of **\$1,500,000**. It is hereby further authorized, ordered and directed that the Amended Project be designed, acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or his designee and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$1,620,000** (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Notice. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. Repeal and Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in **Section 2** hereof, **Sections 1 and 2** of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

Section 4. 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, by not less than two-thirds of the members voting in favor thereof, on August 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on August 19, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 16-223, on August 16, 2016 (the “Resolution”). The Resolution amended Resolution No.15-174 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair and improve the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed \$378,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. **The City desired to increase the estimated costs and financing authority for design and construction of the Project and it was therefore necessary to amend the Prior Resolution to support the work on**

Plant One Improvements

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$1,500,000 and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$1,620,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Amended Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Amended Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 16, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

SENIOR MANAGEMENT TRAVEL

Quarter Ended June 30, 2016

EMPLOYEE BY DEPARTMENT	PURPOSE	AMOUNT
City Manager		
Cathy Holdeman, Assistant City Manager	City/County Management Conference, Lawrence, KS	\$ 531.91
Scot Rigby, Development Services Director/Asst City Mgr	Meeting at Aviation Week MRO Conference, Dallas, TX	605.46
Airport		
Victor White, Director of Airports	88th Annual AAAE Conference, Houston, TX	2,824.45
Victor White, Director of Airports	Tenant lease negotiation, New York City, NY	1,149.70
Metropolitan Area Planning		
Phillip Nelson, Interim Director	KAMPO Meeting, Manhattan, KS	152.28
Phillip Nelson, Interim Director	Kansas Freight Advisory Meeting, Topeka, KS	169.15
Police		
Hassan Ramzah, Deputy Chief	Child Exploitation Seminar for Chief Executive Officers, Alexandria, VA	245.50
Hassan Ramzah, Deputy Chief	Major Cities Chiefs Association, FBI National Executive Institute and Police Executive Research Forms 2016 Joint Meeting, New York City, NY	2,607.00
Gavin Seiler, Deputy Chief	Annual Kansas Association of Police Spring Conference, Dodge City, KS	344.73
Troy Livingston, Deputy Chief	Research and site visit for COMSTAT, Los Angeles, CA	2,347.76
Public Works & Utilities		
Gary Janzen, City Engineer	2016 KSPE Professional Engineers Conference, Olathe, KS	553.45
Gary Janzen, City Engineer	2016 Professional Engineers Conference, Dallas, TX	1,328.93
Gary Janzen, City Engineer	98th Annual Transportation Engineering Conference, Manhattan, KS	<u>133.25</u>
Total second quarter travel expense for senior management		\$ <u>12,993.57</u>
Year-to-date senior management travel expenses		\$ <u>22,287.43</u>

SENIOR MANAGEMENT TRAVEL

Quarter Ended March 31, 2016

EMPLOYEE BY DEPARTMENT	PURPOSE	AMOUNT
CITY MANAGER		
Robert Layton, City Manager	Large Cities Executive Form, Phoenix, AZ	\$ 1,089.37
Robert Layton, City Manager	2016 National League of Cities Congressional City Conference, Washington, DC	1,649.06
Ken Evans, Strategic Communications Director	2016 National League of Cities Congressional City Conference, Washington, DC	3,315.64
Ken Evans, Strategic Communications Director	League of Kansas Municipalities, Local Government Day, Topeka, KS	5.50
Ken Evans, Strategic Communications Director	Traveled to Topeka for Kansas Legislature	147.10
Ken Evans, Strategic Communications Director	Attended Legislature Lobbying Events, Topeka, KS	297.56
AIRPORT		
Brad Christopher, Assistant Director of Airports	2016 South Central Chapter Conference, Galveston, TX	1,502.86
PARK & RECREATION		
Troy Houtman, Director of Parks	Kansas Recreation and Park Association Annual Conference, Dodge City, KS	342.65
David McGuire, Division Manager Park Maintenance	Kansas Recreation and Park Association Annual Conference, Dodge City, KS	860.12
PUBLIC WORKS & UTILITIES		
Joe Pajor, Deputy Director of Public Works & Utilities	Kansas Water Congress Winter Meeting, Topeka, KS	84.00
Total first quarter travel expense for senior management		\$ 9,293.86
Year-to-date senior management travel expenses		\$ 9,293.86

City of Wichita
City Council Meeting
August 16, 2016

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 three series of general obligation temporary notes in the principal amount not to exceed \$99,050,000 (Series 280, 282 and 255); three series of general obligation bonds (Series 817, 818, and 819) in the principal amount not to exceed \$15,500,000; and one series of general obligation refunding bonds (Series 2016A) in the principal amount not to exceed \$18,000,000.

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 will eventually 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.

Staff has investigated the savings potential from the refunding of previously issued general obligation bonds and has determined that savings in debt service costs can be obtained. The Series 2016A Refunding Bonds will refund three series of general obligation bonds. The general obligation bonds to be refunded include: Series 797 dated August 1, 2009 in the original principal amount of \$11,240,000 (of which \$4,380,000 is to be refunded); Series 798 dated August 1, 2009 in the original principal amount of \$8,460,000 (of which \$4,980,000 is to be refunded); and Series 800 dated March 1, 2010 in the original principal amount of \$10,865,000 (of which \$6,485,000 is to be refunded).

Analysis: The City's fall 2016 general obligation bond and note sale includes the following issues:

Temporary Notes

The proceeds from the sale of the Series 280, 282 and 255 Renewal and Improvement Temporary Notes will be used to provide interim financing for Airport projects, improvement district projects, public improvement projects and improvements related to Tax Increment Financing (TIF) Districts. Temporary Note Series 280 will be issued in a principal amount of approximately \$78,585,000. Temporary Note Series 282 will be issued in a principal amount of approximately \$16,205,000 and is subject to Alternative Minimum Tax. Temporary Note Series 255 will be issued in a principal amount of approximately \$2,645,000 and is taxable under Federal law due to the nature of the public improvements being financed.

General Obligation Bonds

The Series 817 Bonds will be issued in a principal amount of approximately \$3,825,000 and will be used to permanently finance various improvement projects. The Series 818 Bonds will be issued in a principal amount of approximately \$7,260,000, and will be used to permanently finance special assessment projects. The Series 819 Bonds will be issued in a principal amount of approximately \$3,735,000 and are taxable under Federal law due to the nature of the public and facade improvements being financed.

General Obligation Refunding Bonds

The Series 2016A Bonds will be issued in the approximate principal amount of \$15,675,000 to refund the Series 797, 798 and 800 Bonds. Since Series 797 and 798 Bonds are eligible to be called, they can be issued as “current refunding” bonds, without limitation as to the number of times the original bonds have been refunded. The Series 800 Bonds are not yet callable and can only be refunded once with “advance refunding” bonds in accordance with the 1986 Tax Reform Act. Notice of up to 60 days regarding the City’s intent to call the outstanding bonds prior to their stated maturities must be provided to all bond holders and Material Event Notices must be filed with the Electronic Municipal Market Access facility for municipal securities disclosure of the Municipal Securities Rulemaking Board.

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 or his designee to award the sale of the bonds and notes subject to the parameters established in the resolutions. Bids will be accepted electronically through **PARITY** Electronic Bid Submission System on September 8, 2016 and the City Manager or his designee will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City. At the next scheduled meeting, the City Council will ratify the award of the bids by the City Manager or his designee 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 280, 282 and 255 Temporary Notes will mature on October 13, 2017 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or other available funds of the City. The Series 280, 282 and 255 Temporary Notes will be callable April 13, 2017 at par.

The Series 817 General Obligation Bonds will mature serially over 10 and 15 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 817 Bonds will be callable beginning in 2024 at par and are payable from City-wide ad valorem taxes and Storm Water Utility revenues, with City-wide ad valorem taxes providing coverage if revenues are not available.

The Series 819 General Obligation Bonds will mature serially over 10 years with principal maturities structured to produce level annual payments of principal and interest. The Series 819 Bonds will be callable beginning in 2024 at par and are payable from City-wide ad valorem taxes, TIF revenues and from the collection of special assessments levied against benefiting properties. In the event that TIF or special assessment revenues are not available, the bonds would be paid from City-wide ad valorem taxes.

The Series 818 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 818 Bonds will be callable beginning in 2026 at par and are payable from the collection of special assessments levied against benefiting properties, with City-wide ad valorem taxes providing coverage if special assessment revenues are not available.

The Series 2016A General Obligation Refunding Bonds will mature over the next nine years (2016-2025) without extending principal maturities beyond the original maturity schedule of each bond series. Based on current market conditions, the Series 2016A General Obligation Refunding Bonds will generate estimated net present value savings of approximately \$1.2 million. The City has established a minimum 3% threshold as an appropriate level of savings in connection with a bond refunding. In the event the actual bids on the refunding bonds do not produce the minimum level of savings, the acceptance of the bids on the refunding bonds will not be recommended.

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

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 16, 2016**

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 LAVONTA WILLIAMS 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:

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Nay:

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 16-226.

* * * * *

(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

RESOLUTION NO. 16-226

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, due to the current interest rate environment, the City has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by the following described bonds (collectively, the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
General Obligation Bonds	797	08/01/2009	2017-2024	\$4,380,000
General Obligation Bonds	798	08/01/2009	2017-2024	4,980,000
General Obligation Bonds	800	03/01/2010	2018-2025	6,485,000

; 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; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of said general obligation bonds, the Governing Body desires to authorize the City Manager or designee to confirm the sale of such general obligation bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinance and resolution providing for the issuance thereof.

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

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

<u>Description</u>	<u>Series</u>
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General Obligation Bonds	817
General Obligation Bonds	818
Taxable General Obligation Bonds	819
General Obligation Refunding Bonds	2016A

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:

<i>Series</i>	<i>Maximum Principal Amount</i>	<i>Maximum TIC</i>
817	\$4,000,000	3.50%
818	7,500,000	3.75%
819	4,000,000	4.00%

In addition, the award of the sale of the Series 2016A Bonds is subject to: (a) the maximum principal amount cannot exceed \$18,000,000; and (b) the present value savings associated with refunding the Refunded Bonds being not less than 3% of the outstanding principal of the Refunded Bonds. 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: (a) selecting certain other qualified professional firms necessary to complete the issuance of the Bonds; (b) subscribing for or purchasing the United States Treasury Securities to be deposited in the escrow for the Refunded Bonds; and (c) providing for notice of redemption of the Notes and Refunded Bonds.

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 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CITY OF WICHITA, KANSAS
Department of Finance, 12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679

August 16, 2016

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: City of Wichita, Kansas

Tax I.D. No: 48-6000653

Bonds: General Obligation Refunding Bonds, Series 2016A (the “Series 2016A Bonds”)

Financial Advisor: Springsted Incorporated, St. Paul, Minnesota

Escrow Agent: Security Bank of Kansas City, Wichita, Kansas - ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Series 2016A Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date. The Issuer certifies that the SLGS will be purchased solely from proceeds of the Series 2016A Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Financial Advisor to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

The Issuer acknowledges that Bond Counsel has not made any recommendation as to the investment of bond proceeds or other monies in the SLGS or any other investment securities. Bond Counsel is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

CITY OF WICHITA, KANSAS

By: _____
Name: Shawn Henning, Director of Finance

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF BOND SALE

<i>Principal Amount*</i>	<i>Description</i>	<i>Series</i>	<i>Reference</i>
\$ 3,825,000	General Obligation Bonds	817	“Series 817 Bonds”
7,260,000	General Obligation Bonds	818	“Series 818 Bonds”
3,735,000	Taxable General Obligation Bonds	819	“Series 819 Bonds”
15,675,000	General Obligation Refunding Bonds	2016A	“Series 2016A 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., applicable Central Time (the “Submittal Hour”), on

THURSDAY, SEPTEMBER 8, 2016

(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 any or all series of Bonds.

Terms of the Bonds

General. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated October 1, 2016 (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, 2017 (collectively, the “Interest Payment Dates”).

Series 817 Bonds. The Series 817 Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$265,000	2025	\$335,000
2018	270,000	2026	345,000
2019	280,000	2027	150,000

2020	290,000	2028	155,000
2021	300,000	2029	160,000
2022	305,000	2030	165,000
2023	315,000	2031	165,000
2024	325,000		

Series 818 Bonds. The Series 818 Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$335,000	2027	\$435,000
2018	345,000	2028	445,000
2019	355,000	2029	465,000
2020	365,000	2030	475,000
2021	375,000	2031	485,000
2022	385,000	2032	220,000
2023	390,000	2033	225,000
2024	410,000	2034	230,000
2025	415,000	2035	240,000
2026	425,000	2036	240,000

Series 819 Bonds. The Series 819 Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$325,000	2022	\$380,000
2018	335,000	2023	390,000
2019	345,000	2024	400,000
2020	355,000	2025	415,000
2021	365,000	2026	425,000

Series 2016A Bonds. The Series 2016A Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$1,745,000	2022	\$1,585,000
2018	2,560,000	2023	1,610,000
2019	2,615,000	2024	1,625,000
2020	1,535,000	2025	845,000
2021	1,555,000		

***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 by the Series 817, Series 818 and Series 819 Bonds and the amount necessary to properly size the escrow fund created for the bonds to be refunded with the proceeds of the Series 2016A Bonds, 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., applicable Central Time, on the Sale Date. Any adjustment in principal amount for any series will maintain the Successful Bidder's compensation set forth on the original bid form as a percentage of the total principal amount of such series. 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.

Series 817 and Series 819 Bonds. At the option of the City, the Series 817 and Series 819 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 Series 817 and Series 819 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.

Series 818 Bonds. At the option of the City, the Series 818 Bonds maturing in the years 2027 and thereafter will be subject to redemption and payment prior to maturity on June 1, 2026, and thereafter, as a whole or in part (selection of the amount of Series 818 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.

Series 2016A Bonds. The Series 2016A Bonds are ***not*** subject to optional redemption prior to maturity.

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 817 Bonds. The Series 817 Bonds are being issued to provide permanent financing for various capital improvements and to retire previously issued temporary notes of the City that financed such capital improvements.

Series 818 Bonds. The Series 818 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 to retire previously issued temporary notes of the City that financed such improvements.

Series 819 Bonds. The Series 819 Bonds are being issued to provide permanent financing for various capital and internal improvements, a portion of the costs of which have been specially assessed to certain properties benefitted by such improvements and to retire previously issued temporary notes of the City that financed such improvements.

Series 2016A Bonds. The Series 2016A Bonds are being issued to refund previously issued general obligation bonds of the City that financed capital and internal improvements (the “Refunded Bonds”).

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 benefitted by the construction of certain internal improvements, and in part from tax increment revenues, 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 817, Series 818 and Series 2016A Bonds and plus 7% for the Series 819 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. applicable Central 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. applicable Central Time on the Sale Date.** If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price, at the option of the City. If a bid is accepted, but the City fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details.

(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 817, Series 818, Series 819 or Series 2016A."*** 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; and (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Deposit Return Details. Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail.

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 such

determination is final. *The award of the Series 2016A Bonds is predicated upon the City achieving a certain level of savings in conjunction with refunding the Refunded Bonds, such amount to be solely determined by the City Manager, or designee.*

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 13, 2016** (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 16, 2016, 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 \$3,608,726,963.

Bonded Indebtedness. The total general obligation indebtedness of the City as of the Closing Date is \$732,600,000, 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 and the Refunded Bonds 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
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

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON AUGUST 16, 2016.

(Seal)

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

ATTEST:

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

SUMMARY NOTICE OF BOND SALE
CITY OF WICHITA, KANSAS

<i>Principal Amount*</i>	<i>Description</i>	<i>Series</i>	<i>Reference</i>
\$3,825,000	General Obligation Bonds	817	“Series 817 Bonds”
7,260,000	General Obligation Bonds	818	“Series 818 Bonds”
3,735,000	Taxable General Obligation Bonds	819	“Series 819 Bonds”
15,675,000	General Obligation Refunding Bonds	2016A	“Series 2016A Bonds”

*Subject to change

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Subject to the Official Notice of Bond Sale, dated August 16, 2016, *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., applicable Central Time (the “Submittal Hour”), on **THURSDAY, SEPTEMBER 8, 2016**. 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, 2016 (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, 2017 (collectively, the “Interest Payment Dates”).

Series 817 Bonds. The Series 817 Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$265,000	2025	\$335,000
2018	270,000	2026	345,000
2019	280,000	2027	150,000
2020	290,000	2028	155,000
2021	300,000	2029	160,000
2022	305,000	2030	165,000
2023	315,000	2031	165,000
2024	325,000		

Series 818 Bonds. The Series 818 Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$335,000	2027	\$435,000
2018	345,000	2028	445,000
2019	355,000	2029	465,000

2020	365,000	2030	475,000
2021	375,000	2031	485,000
2022	385,000	2032	220,000
2023	390,000	2033	225,000
2024	410,000	2034	230,000
2025	415,000	2035	240,000
2026	425,000	2036	240,000

Series 819 Bonds. The Series 819 Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$325,000	2022	\$380,000
2018	335,000	2023	390,000
2019	345,000	2024	400,000
2020	355,000	2025	415,000
2021	365,000	2026	425,000

Series 2016A Bonds. The Series 2016A Bonds will become due in principal installments as follows:

<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Payment Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount*</u>
2017	\$1,745,000	2022	\$1,585,000
2018	2,560,000	2023	1,610,000
2019	2,615,000	2024	1,625,000
2020	1,535,000	2025	845,000
2021	1,555,000		

*Subject to change, see Notice of Bond Sale dated August 16, 2016.

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 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 13, 2016** 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 \$3,608,726,963. The total general obligation indebtedness of the City as of the Closing Date is \$732,600,000, 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 and refunded bonds 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 16, 2016.

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 817, General Obligation Bonds, Series 818, Taxable General Obligation Bonds, Series 819 and General Obligation Refunding Bonds, Series 2016A, Dated October 1, 2016.

NUMBER OF PAGES 2

DESIRED PUBLICATION DATE: **AUGUST 25, 2016**

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

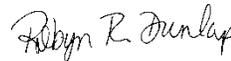
Please forward 3 Affidavits of Publication of same to Ms. Robyn R. Dunlap, Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, KS 67202 at your earliest opportunity.

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.



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

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON AUGUST 16, 2016**

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 LAVONTA WILLIAMS 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:

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Nay:

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 16-227.

* * * * *

(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

RESOLUTION NO. 16-227

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

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

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

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

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

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department 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:

<u>Description</u>	<u>Series</u>
General Obligation Temporary Notes	280
General Obligation Temporary Notes (Subject to AMT)	282
Taxable General Obligation Temporary Notes	255

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:

<i>Series</i>	<i>Maximum Principal Amount</i>	<i>Maximum TIC</i>
280	\$79,250,000	2.40%
282	17,000,000	2.45%
255	2,800,000	2.50%

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.

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 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF NOTE SALE

<i>Principal Amount*</i>	<i>Description</i>	<i>Series</i>	<i>Reference</i>
\$78,585,000	General Obligation Temporary Notes	280	“Series 280 Notes”
16,240,000	General Obligation Temporary Notes (Subject to AMT)	282	“Series 282 Notes”
2,645,000	Taxable General Obligation Temporary Notes	255	“Series 255 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 (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 11:00 a.m., applicable Central Time (the “Submittal Hour”), on

THURSDAY, SEPTEMBER 8, 2016

(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 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 Notes will be considered. Other capitalized terms not otherwise defined in this Notice of Note Sale (the “Notice”) shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes

General. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”), will be dated October 13, 2016 (the “Dated Date”) and will become due on the payment dates and in the principal amounts as follows:

<u>Series Designation</u>	<u>Stated Maturity</u>	<u>Principal Amount*</u>
280	October 13, 2017	\$78,585,000
282	October 13, 2017	16,240,000
255	October 13, 2017	2,645,000

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 or earlier redemption.

***Adjustment of Principal Amounts.** The City reserves the right to adjust the total principal amount of any series of the Notes depending on the purchase price bid by the Successful Bidder and amount necessary to finance the public improvements to be financed thereby. The Successful Bidder may not withdraw its bid or change the interest rate bid as a result of any changes made to the principal amount of the Notes as described 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., applicable Central Time, on the Sale Date. The actual purchase price for each 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 for each 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 of any series 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 13, 2017, 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, to provide interim financing for various internal improvement projects of the City and to refund and renew previously issued temporary notes.

Series 280. The Series 280 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 282. The Series 282 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.

Series 255. The Series 255 Notes are being issued to provide interim financing for a portion of the costs of certain public building projects.

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. 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 each series of the Notes bearing such rate of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes 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% for the Series 280 and 282 Notes and plus 7% for the Series 255 Notes; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No bid for less than **100%** of the principal amount of each series of the 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 282 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 282 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. 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. applicable Central Time on the Sale Date. **Deposits submitted by wire transfer are only required from the Successful Bidder and must be received by 2:00 p.m. applicable Central Time on the Sale Date.** If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the City. If a bid is accepted, but the City fails to deliver the Notes to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details.

(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 280, 282 or 255."*** 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; and (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Deposit Return Details. Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail.

Basis of Award

General. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State 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. Each series of the Notes shall be sold separately. The award of the Notes will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the 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 13, 2016** (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, applicable Central Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver one Note for each series of Notes registered in the nominee name of DTC.

Reoffering Prices

The Successful Bidder for each series of Notes 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 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 the Notes of such series 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 such series of 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 each series of 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 16, 2016, 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 the Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes, if applicable, and exempt from income taxation by the State 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
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

**BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON
AUGUST 16, 2016.**

(Seal)

By: /s/ Jeff Longwell
Jeff Longwell, Mayor

ATTEST:

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

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
Terminal Apron IV-B
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amending 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.

Resolution 11-155 was adopted on June 28, 2011, authorized the issuance of general obligation bonds for the improvement identified as Air Capital Terminal 3 (ACT 3) Program at an estimated cost of \$160,000,000 of which \$9,710,600 was reserved for Terminal Apron IV. Resolution 12-203 was adopted on August 21, 2012, to modify the authority for the general obligation bonds.

Resolution 15-241 was adopted on August 11, 2015, authorized the issuance of general obligation bonds for the improvement identified as Terminal Apron IV-B at an estimated cost of \$4,812,715.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, took action on a request to increase a capital budget for Terminal Apron IV-B. To correspond with that action, this Amending Resolution reflects the revised estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The total project budget approved is \$15,165,000 of which \$9,710,600 has been previously included in Resolution 11-155 resulting in \$5,454,400 (exclusive of interest on financing and 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 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.

RESOLUTION NO. 16-224

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-241 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS 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 has heretofore by Resolution No. 15-241 of the City (the “Prior Resolution”), authorized the following described public improvements:

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. Amendment.

(a) Section 1 of the Prior Resolution is hereby amended to read 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 \$5,454,400 in accordance with specifications prepared or approved by the Authority.

(b) Section 2 of the Prior Resolution is hereby amended to read as follows:

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 authorized by Resolution No. 15-241 in the amount of \$4,812,715 made on or after the date which was 60 days before August 11, 2015 (the date of adoption of Resolution No. 15-241) and to reimburse additional expenditures in the amount of \$641,685 authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

City of Wichita
City Council Meeting
August 16, 2016

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Terminal Demolition Project
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, has been asked to approve a capital budget for the demolition and modification of the remainder of the old terminal on Eisenhower Airport. 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 \$400,000 (exclusive of interest on financing and 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 approved the Resolution as to form.

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

Attachment: Resolution.

RESOLUTION NO. 16-225

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 Demolition Project

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 \$400,000 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 16, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

Second Reading Ordinances for August 16, 2016 (first read August 9, 2016)

ORDINANCE NO. 50-035

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. **Case No. ZON2016-00024**

City of Wichita
City Council Meeting
August 16, 2016

TO: Wichita Airport Authority

SUBJECT: FlightSafety International, Inc.
Supplemental Agreement No. 3
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: The Wichita Airport Authority (WAA) entered into an agreement with FlightSafety International, Inc. (FSI) on December 1, 2001 for the purposes of leasing land and facilities at Eisenhower National Airport. That agreement was modified on June 3, 2008 for the purposes of leasing additional land upon which to construct a facility addition. On April 10, 2010, a second supplemental agreement was entered into which modified rental schedules. The agreement will expire on October 31, 2016.

As a result of an aircraft accident in 2014, one of the buildings occupied by FSI at 1851 Airport Road was destroyed by fire, and the tenant subsequently funded the demolition of the structure, outbuildings, and parking lots, and has now returned the clean site back to the WAA for future development. That site was removed from the leasehold and rental payments for the land ceased on April 1, 2016.

Analysis: FSI is now desirous of extending its agreement with the WAA for the remaining two parcels of land at 1951 Airport Road and 2 Learjet Way and for the buildings upon them for an additional five year period beginning on November 1, 2016. The supplemental agreement includes up to two additional five-year option periods, extending potentially through October 31, 2031.

Financial Considerations: For the site at 1951 Airport Road, the new annual land rent revenue will be \$51,563.70 at the rate of \$0.4324 per sq. ft. per year. This is an annual increase of \$42,619.95 over the current revenue. For the site at 2 Learjet Way, the new annual land rent revenue will be \$16,847 at the rate of \$0.1982 per sq. ft. per year. This is an annual increase of \$10,472 over the current revenue. Total land rent revenue for the two parcels will be \$68,410.70, which is an increase of \$53,091.95. In keeping with the terms of the existing lease, there will be no facility rent charged.

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: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3

BY AND BETWEEN
THE WICHITA AIRPORT AUTHORITY
AND
FLIGHTSAFETY INTERNATIONAL, INC.

Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT No. 3, made and entered into this July 15, 2016 between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LANDLORD) and FLIGHTSAFETY INTERNATIONAL, INC. (TENANT).

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into an Agreement, dated December 1, 2001, for the purpose of leasing land and facilities; Supplemental Agreement No. 1, dated June 3, 2008, for the purpose of exercising its option to lease additional land identified as Tract 2 of 2 Learjet Way to construct a facility addition; and Supplemental Agreement No. 2, dated April 13, 2010, for the purpose of modifying the rent commencement date for Learjet Way, Tract 2 as of the date of the beneficial occupancy; and

WHEREAS, the LANDLORD and TENANT now wish to enter into this Supplemental Agreement No. 3 for the purpose of modifying the leasehold premises, and to exercise TENANT'S option to extend the term of the lease for an additional five-year period, effective November 1, 2016:

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

1. SCHEDULE I

Effective April 1, 2016, Schedule I (“Land”), dated 2001, of the original Agreement shall be replaced by the attached Revised Schedule I.

2. SCHEDULE II

Effective April 1, 2016, Schedule II (“Ground Rent”), dated April 13, 2010 of the Supplemental Agreement No. 2 shall be replaced by the attached Revised Schedule II.

3. SCHEDULE III

Effective April 1, 2016, Schedule III (“Facilities Rent”), dated April 13, 2010 of the Supplemental Agreement No. 2 shall be replaced by the attached Revised Schedule III.

4. OTHER TERMS

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto are incorporated herein and reaffirmed.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"LANDLORD"

By  _____
Victor D. White, Director of Airports

WITNESS:

FLIGHTSAFETY INTERNATIONAL, INC.

By  _____

By  _____
Senior V.P. - C.F.O.
"TENANT"

APPROVED AS TO FORM:  _____ Date:  _____
Jennifer Magana,
City Attorney and Director of Law

Flight Safety International

REVISED SCHEDULE 1 LAND

A. 1951 Airport Road Site

TRACT 1, containing 60,000 square feet, and legally described as follows:

Beginning at a point 1713.8 feet left of Station 83+14.52 N on the center line of Runway 1R-19L at Wichita Dwight D. Eisenhower National Airport, Sedgwick County, Kansas; thence continuing north 70 degrees west a distance of 200 feet; thence north 20 degrees east a distance of 300 feet; thence south 70 degrees east a distance of 200 feet; thence south 70 degrees west a distance of 300 feet to a point of beginning.

TRACT 2, Containing 44,250 square feet, and legally described as follows:

Beginning at a point 183.84 feet east and 35 feet south of the intersection of the Midfield Road and Cross Field Road, said intersection being 2,160.94 feet south and 335.08 feet west (Grid System) of the southeast corner of Section 28, Township 27 South, Range 1 West of the 6th Principal Meridian; thence:
Bearing S 19 degrees-20'-14" W a distance of 295 feet; thence
Bearing S 70 degrees-39'-46" E a distance of 150 feet; thence
Bearing N 19 degrees-20'-14" E a distance of 295 feet thence
Bearing N 70 degrees-39'-46" W a distance of 150 feet to the point of beginning

2002 Site Addition, the 15,000 square foot parcel indicated on Exhibit A hereto.

B. 2 Learjet Way Site

TRACT 1, containing 45,000 square feet, and legally described as follows:

Beginning at a point 273.22 feet west and 50 feet south of the N. E. corner N. W. ¼, Sec. 33, T27S, R1 W.; thence
West parallel to north line of Section 33 a distance of 200 feet; thence
At an angle of 90 degrees to the left a distance of 200 feet; thence
At an angle, 90 degrees to the left a distance of 225 feet; thence
At an angle to the left of 90 degrees a distance of 200 feet; thence west
Parallel to north line of Section 33 a distance of 25 feet to the point of beginning.

TRACT 2, containing 40,000 square feet, and legally described as follows:

Beginning at a point 273.22 feet west and 250 feet south of the N. E. corner N. W. ¼, Section 33, T27S R1 W.; thence
West parallel to north line of Section 33 a distance of 200 feet; thence
At an angle of 90 degrees to the left a distance of 200 feet; thence
At an angle of 90 degrees to the left a distance of 200 feet; thence
At an angle to the left of 90 degrees a distance of 200 feet to the point of beginning.

FlightSafety International

REVISED SCHEDULE II

GROUND RENT

A. 1951 Airport Road Site

TRACT 1 – 60,000 Square Feet

<u>Year</u>	<u>Rate</u>	<u>Per Month</u>	<u>Per Year</u>
05/01/15 – 10/31/16	\$.075 per sq. ft.	\$375.00	\$4,500.00
11/01/16 – 10/31/21	\$.4324 per sq. ft.	\$2,162.00	\$25,944.00
11/01/21 - 10/31/26	\$.4540 per sq. ft.	\$2,270.10	\$27,241.20
11/01/26 - 10/31/31	\$.4767 per sq. ft.	\$2,383.50	\$28,602.00

TRACT 2 – 44,250 Square Feet

<u>Year</u>	<u>Rate</u>	<u>Per Month</u>	<u>Per Year</u>
05/01/15 – 10/31/16	\$.075 per sq. ft.	\$276.56	\$3,318.72
11/01/16 – 10/31/21	\$.4324 per sq. ft.	\$1,594.475	\$19,133.70
11/01/21 - 10/31/26	\$.4540 per sq. ft.	\$1,674.13	\$20,089.50
11/01/26 - 10/31/31	\$.4767 per sq. ft.	\$1,757.83	\$21,093.98

2002 Additions – 15,000 Square Feet

<u>Year</u>	<u>Rate</u>	<u>Per Month</u>	<u>Per Year</u>
05/01/15 – 10/31/16	\$.4324 per sq. ft.	\$540.50	\$6,486.00
11/01/16 – 10/31/21	\$.4324 per sq. ft.	\$540.50	\$6,486.00

11/01/21 – 10/31/26	\$.4540 per sq. ft.	\$567.50	\$6,810.00
11/01/25 – 10/31/31	\$.4767 per sq. ft.	\$595.88	\$7,150.50

B. 2 Learjet Way Site

TRACT 1 – 45,000 Square Feet

<u>Year</u>	<u>Rate</u>	<u>Per Month</u>	<u>Per Year</u>
05/01/15 – 10/31/16	\$.075 per sq. ft.	\$281.25	\$3,375.00
11/01/16 – 10/31/21	\$.1982 per sq. ft.	\$743.25	\$8,919.00
11/01/21 - 10/31/26	\$.2081 per sq. ft.	\$780.38	\$9,364.50
11/01/26 - 10/31/31	\$.2185 per sq. ft.	\$819.38	\$9,832.50

TRACT 2 – 40,000 Square Feet

<u>Year</u>	<u>Rate</u>	<u>Per Month</u>	<u>Per Year</u>
05/01/15 – 10/31/16	\$.075 per sq. ft.	\$250.00	\$3,000.00
11/01/16 – 10/31/21	\$.1982 per sq. ft.	\$660.66	\$7,928.00
11/01/21 - 10/31/26	\$.2081 per sq. ft.	\$693.66	\$8,324.00
11/01/26 - 10/31/31	\$.2185 per sq. ft.	\$728.33	\$8,740.00

FlightSafety International

REVISED SCHEDULE III

FACILITIES RENT

Cessna Learning Center (South Campus) (1951 Airport Road)

(except 2002 Facilities Addition)

11/01/01 - 10/31/16 No Facilities Rent payable

11/01/16 – 10/31/21 No Facilities Rent payable

11/01/21 – 10/31/26 No Facilities Rent payable

11/01/26 – 10/31/31 No Facilities Rent payable

2002 Facilities Addition to Cessna Learning Center (South Campus) (1951 Airport Road)

No Facilities Rent payable during the Initial Term or any Additional Terms under the terms of the original Lease

Learjet Learning Center (Tract 1 Learjet Way)

(except for 2008 Facilities Addition)

11/01/01 - 10/31/16 No Facilities Rent payable

11/01/16 – 10/31/21 No Facilities Rent payable

11/01/21 – 10/31/26 No Facilities Rent payable

11/01/26 – 10/31/31 No Facilities Rent payable

2008 Facilities Addition to Learjet Learning Center (Tract 2 Learjet Way)

10/09/09 – 10/31/29 No Facilities Rent payable under the terms of the original Lease

11/01/29 - 10/31/31 No Facilities Rent payable

City of Wichita
City Council Meeting
August 16, 2016

TO: Wichita Airport Authority

SUBJECT: Forty Five Enterprises, LLC d/b/a Leadfoot Express Transport
Cargo Building Supplemental Agreement No. 1
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement No. 1.

Background: On May 3, 2016, the Wichita Airport Authority (WAA) approved an agreement with Forty Five Enterprises, LLC d/b/a Leadfoot Express Transport (Leadfoot), for the use of Suites 100 and 150 at the multi-tenant cargo building, which is located at 1935 Air Cargo Road on Wichita Dwight D. Eisenhower National Airport (Airport). Leadfoot is the local cargo agent for Southwest Airlines.

Analysis: Leadfoot is desirous of relocating to Suite 500 instead of leasing Suites 100 and 150, which is more suitable for Southwest and Leadfoot cargo operations.

Financial Considerations: There are no financial changes for the first year of the term; however a two percent increase for each year thereafter will be applied to the rent.

Legal Considerations: The supplemental 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 supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

FORTY FIVE ENTERPRISES, LLC
D/B/A LEADFOOT EXPRESS TRANSPORT

for

Wichita Dwight D. Eisenhower National Airport
Use of Space in Cargo Building
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into this August 16, 2016, between The Wichita Airport Authority, Wichita, Kansas (LESSOR) and Forty Five Enterprises, LLC d/b/a Leadfoot Express Transport, (LESSEE).

WHEREAS, the parties previously entered into an Agreement, dated May 3, 2016 for the use of the Cargo Building located at 1935 Cargo Road, Suites 100 and 150, to be used and occupied for aviation purposes or purposes incidental or related thereto, with its business of air freight carrier and/or handling service at the Airport; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of modifying the premises and facility rent of this Agreement;

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

1. PREMISES

Effective July 1, 2016, Section 1 – Premises, and the related Exhibit “A” of the Agreement, dated May 3, 2016, shall be replaced by the following:

“Premises” as used herein shall be the “Exclusive Use – Building” and “Exclusive Access Areas” located at 1935 Air Cargo Road, Suite 500, on the Airport.

Exclusive Use – Building. LESSOR does hereby lease to LESSEE that portion of the air cargo building consisting of 3,485 square feet, as reflected on Exhibit "A" dated July 27, 2016, attached hereto and made a part hereof.

Exhibit "A" sets forth the general layout of the portion of the building to be leased to the LESSEE but shall not be deemed to be a warranty, representation, or agreement on the part of the LESSOR that the building or any portion thereof will be or will continue to be exactly as indicated on said diagram.

Exclusive Access Areas. As part of the building rental fee, LESSEE shall have exclusive use and access to the dock area directly in front of its exclusive use leasehold, and the parking/loading/unloading area directly in front of the dock of its leasehold equal to the width of the exclusive use area, and extending to a point 60 feet beyond the dock edge, as reflected on Exhibit “A” dated July 27, 2016, attached hereto and made a part hereof. In the case of exclusive lease areas not equipped with a dock, the exclusive access area shall extend to a point 60 feet beyond the edge of the building.

Preferential Use. – Equipment Staging Area and Aircraft Parking Apron – Airfield Side. In addition to the Exclusive Access Areas, LESSOR hereby grants to LESSEE the use of “Preferential Use Premises” which is identified as pavement assigned to the LESSEE, and to which the LESSEE shall have preferential use, defined herein as the unrestricted, higher and continuous priority over all other users, as reflected on Exhibit “A”, attached hereto and made a part hereof.

Effective, July 1, 2016, Exhibit “A” attached to this Supplemental Agreement No. 1 shall replace Exhibit “A” of the original Agreement.

2. FACILITY RENT DURING INITIAL TERM AND OPTION TERMS

Effective July 1, 2016, Section 4 – Facility Rent During Initial Term and Option Terms, dated May 3, 2016, shall be **replaced** by the following:

During the Option Terms the facility shall increase by two percent (2%) as described by the following:

FACILITY RENT					
1935 Air Cargo, Suite 500					
Years			Term/Options	Annual	Monthly
7/1/2016	-	6/30/2017	Term	\$15,670.68	\$1,305.89
7/1/2017	-	6/30/2018	Option 1	\$15,984.09	\$1,332.01
7/1/2018	-	6/30/2019	Option 2	\$16,303.77	\$1,358.65
7/1/2019	-	6/30/2020	Option 3	\$16,629.85	\$1,385.82
7/1/2020	-	6/30/2021	Option 4	\$16,962.45	\$1,413.54

Rent shall be adjusted accordingly if the Premises are modified under the terms of this Agreement.

3. OTHER TERMS

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto are incorporated herein and reaffirmed.

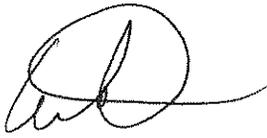
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"LESSOR"

By  _____
Victor D. White, Director of Airports

ATTEST:

FORTY FIVE ENTERPRISES, LLC
d/b/a LEADFOOT EXPRESS TRANSPORT

By _____

By  _____
Anthony Tenbrink, Vice-President
"LESSEE"

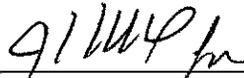
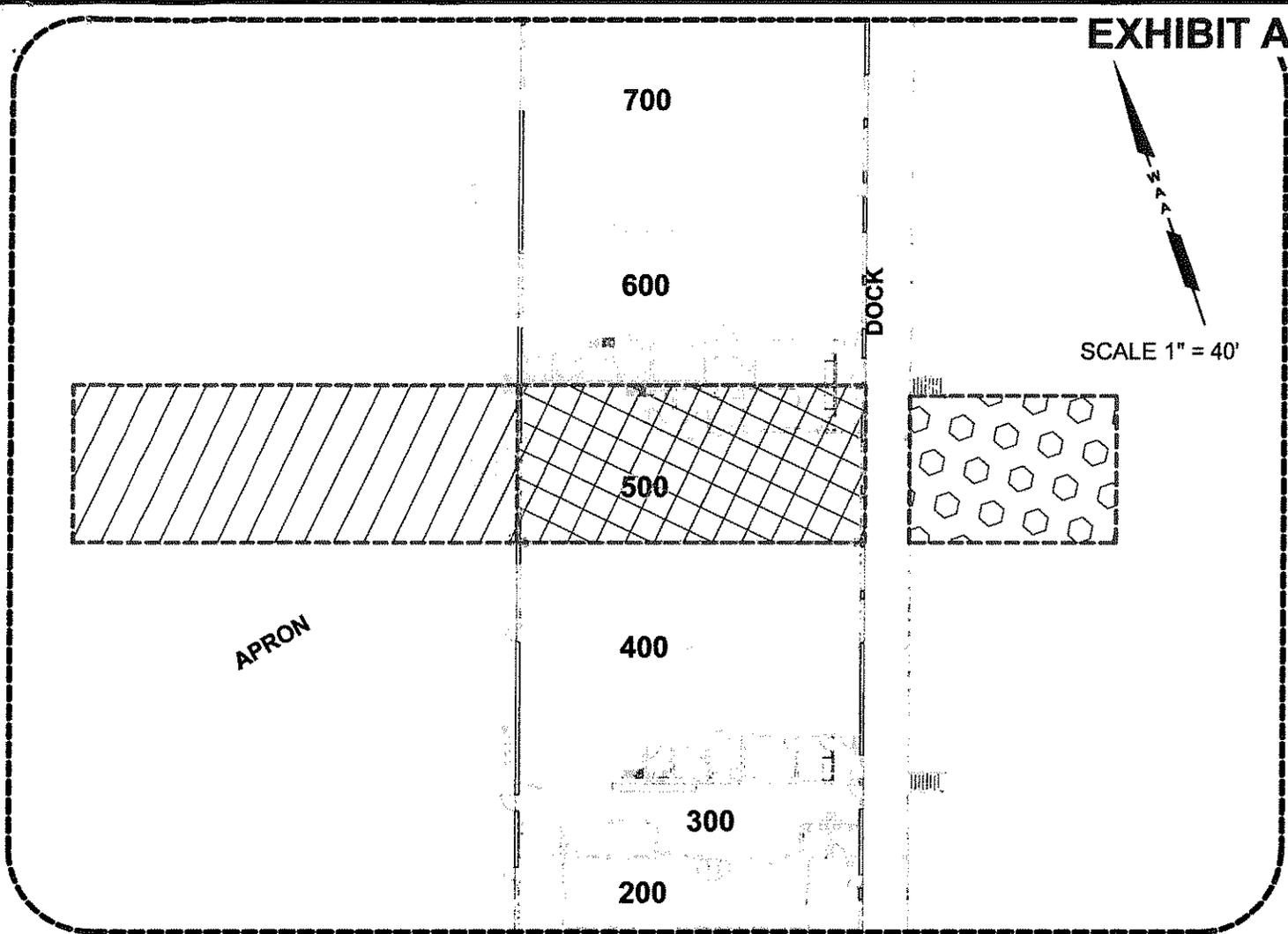
APPROVED AS TO FORM:  _____ Date: 7-27-16
Jennifer Magana,
City Attorney and Director of Law

EXHIBIT A



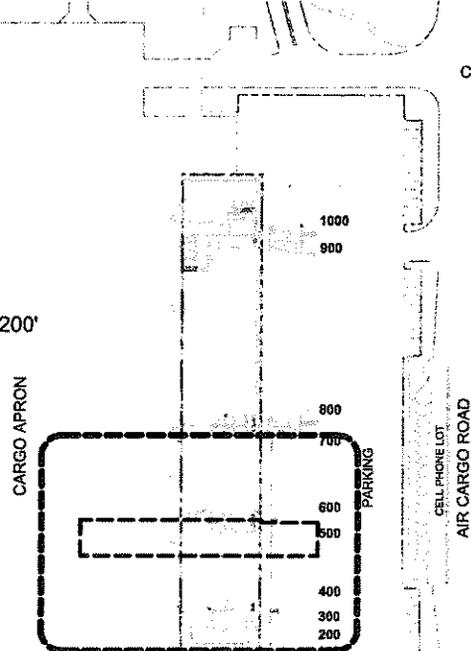
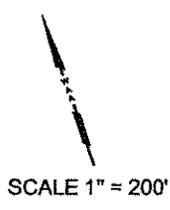
LEGEND

- 
3,113 sq.ft. Floor
372 sq.ft. Mezzanine

3,485 sq.ft. Total
- 
EXCLUSIVE 1,727 sq.ft.
- 
PREFERENTIAL 3,953 sq.ft.

EXHIBIT A

UNIT 500 NORTH CARGO			
WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
7/27/16	H.G.O.	n/a	1 of 2

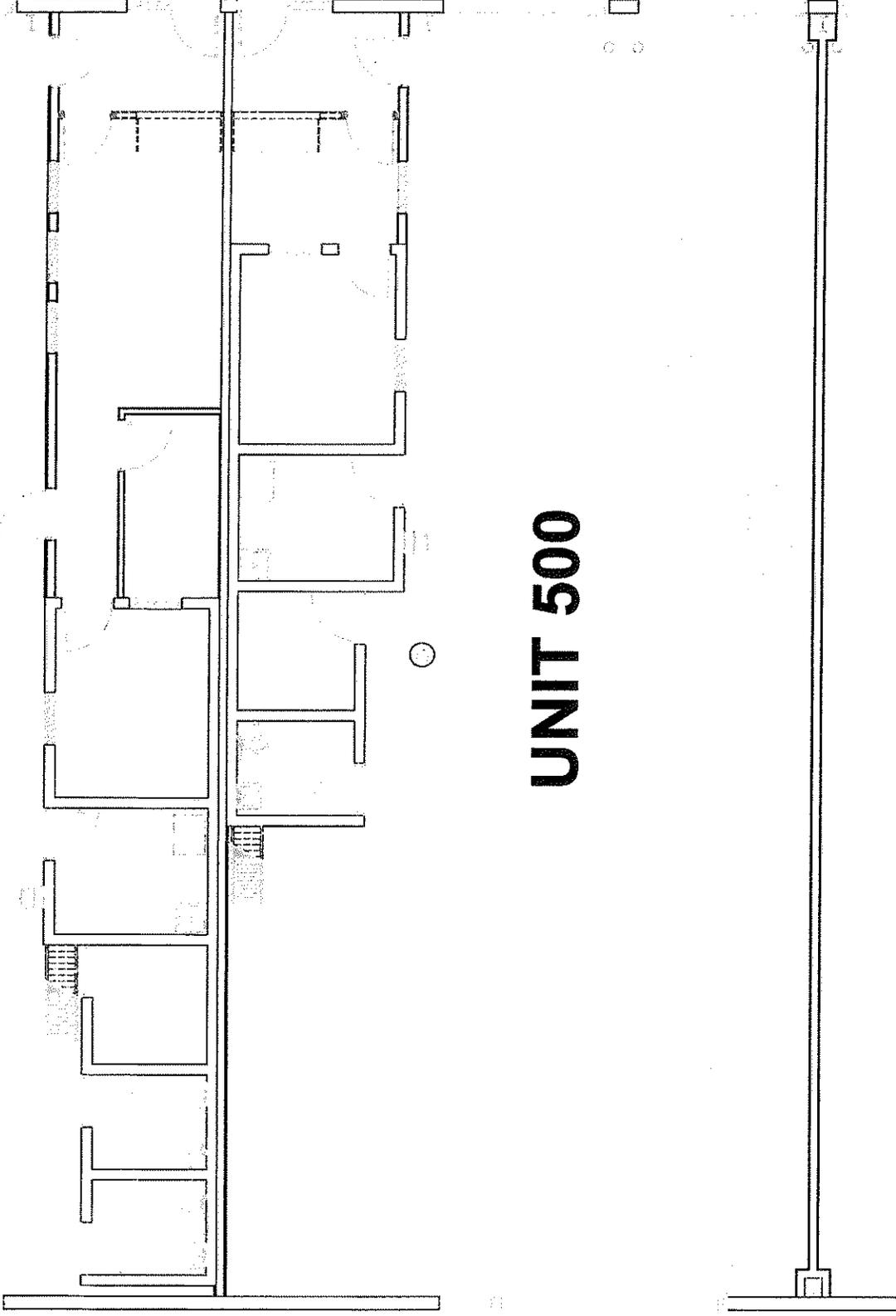


SEE DETAIL ABOVE

**NORTH CARGO
BUILDING**

D:\Drawings\216-Buildings\Air Cargo Road\1935-North-Cargo\Leases.dwg, E. 7/27/2016 1:19:08 PM

EXHIBIT A



UNIT 500

UNIT 500

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/27/16	H.G.O.	1" = 10'	2 of 2

City of Wichita
City Council Meeting
August 16, 2016

TO: Wichita Airport Authority

SUBJECT: Wichita Air Services, Inc.
Commercial Hangar Operator Use and Lease Agreement
3324 Jabara Road
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: On February 6, 2001, City Council approved an agreement between Wichita Air Services, Inc. (WAS) and the City of Wichita, Kansas (City) for the development of an 18,000 square foot executive hangar at Colonel James Jabara Airport (AAO). In separate action, the Wichita Airport Authority (WAA) approved an agreement with the City to lease 61,693 sq. ft. of land for the development of the hangar. Both agreements expired on July 31, 2016.

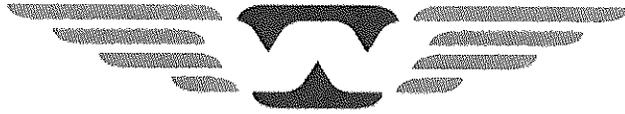
Analysis: The previous lease for the hangar was between the City and WAS. Since the City lease has expired, the tenant prefers to hold the new lease directly with the WAA. This will make landlord/tenant relations, communications, and maintenance issues more efficient. WAS is now desirous of a new agreement with the WAA to lease the land and hangar at Colonel James Jabara Airport. The term is a ten-year period with two, five-year renewal options.

Financial Considerations: The new annual land rent revenue will be \$9,155 at the rate \$0.1484 per sq. ft. The new agreement requires facility rent at the rate of \$3 per sq. ft., which will provide annual facility rent of \$54,000. The combined new facility rent and land rent will provide annual revenue to the WAA of \$63,155, compared to the previous year total of \$13,534.

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

WICHITA AIR SERVICES, INC.

**Commercial Hangar Operator
Colonel James Jabara Airport
Wichita, Kansas**

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THIS LEASE AGREEMENT (“Agreement”) is entered into this August 16, 2016, between The Wichita Airport Authority, Wichita, Kansas (“LESSOR”) and Wichita Air Services, Inc., (“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 Colonel James Jabara 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 on the campus of the Airport from LESSOR under the terms and conditions set forth below in this Agreement for the purpose of constructing a commercial 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 3324 Jabara Road, consisting more or less of 61,693 sq. ft. of land, including facilities, improvements and fixtures (“Premises”), as set forth and shown on the attached Exhibit “A”. The Premises shall include the land and any facilities, structures and improvements located 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 August 1, 2016, and shall continue for a period of ten (10) years ("Initial Term"), with the Initial Term expiring on July 31, 2026, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERMS

This Agreement may be renewed at the LESSEE's option for two (2), consecutive five (5) year periods ("Option Term"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising an Option Term is given.

If LESSEE wishes to exercise an Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term (for 1st 5-year option), and ninety (90) days prior to the expiration of the first Option Term. If LESSEE is in default of any obligation under this Agreement then any notice attempting to exercise the Option Term(s) shall be void.

The first Option Term shall commence on August 1, 2026 and expire on July 31, 2031. The second Option Term shall commence on August 1, 2031 ("Second Option Term"), and expire on July 31, 2036.

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					
3324 Jabara Road – 61,693 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
8/1/2016	-	7/31/2021	.1484	\$9,155.28	\$762.94
8/1/2021	-	7/31/2026	.1558	\$9,612.96	\$801.08

5. FACILITY RENT DURING INITIAL TERM

During this Initial Term, facility rent shall be based upon the 18,000 sq. ft. hangar at the annual rate of three dollars (\$3.00); therefore, LESSEE agrees to pay the annual facility rent of \$54,000.00, payable in monthly installments of \$4,500.00, due on the first day of each month.

6. LAND RENT DURING OPTION TERMS

FIRST OPTION TERM					
3324 Jabara Road – 61,693 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
8/1/2026	-	7/31/2031	.1636	\$10,093.68	\$841.14

SECOND OPTION TERM					
3324 Jabara Road – 61,693 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
8/1/2031	-	7/31/2036	.1718	\$10,598.28	\$883.19

7. FACILITY RENT DURING OPTION TERMS

In the event LESSEE exercises its First and Second Option Terms, facility rent shall be set at the facility rent during the previous three years, modified by the percentage change of the CPI-U over the previous three years, except that the annual facility rent shall be no less than \$54,000.00 per year.

8. 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.

9. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for land and facility rent for the Premises as set forth herein. LESSEE shall pay to LESSOR all other fees within thirty (30) days of the date of invoices of all amounts due as set forth in this Agreement. 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:

Wichita Air Services, Inc.
3324 Jabara Road
Wichita, Kansas 67226-8901

Or bob@wasi.kscoxmail.com

or such other address as designated in writing.

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 and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

11. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as a Commercial Hangar Operator ("CHO"), shall have the right of use of the Premises to develop, operate and maintain hangar and support facilities for the purpose of furnishing to the public aircraft storage hangar facilities on a long-term rental/sub-lease basis in compliance with the LESSOR's Minimum Standards for Aeronautical Activity as set forth and shown on the attached Exhibit "B" (incorporated by reference). Other commercial activities or services, including but not limited to flight training, aircraft charter, aircraft maintenance, aircraft and components sales may be permitted if the proposed commercial activity will meet all requirements of the Minimum Standards for Aeronautical Activity, appropriate space is available, proper parking is developed, and security/access controls are established.

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 CHO 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) Commercial (for hire) ground transportation;
- (c) Commercial "paid" parking;
- (d) Commercial hotel or lodging;
- (e) Commercial outdoor advertising;
- (f) No transient, guest, or overnight aircraft storage;
- (g) Sale or lease of non-aviation products and services;
- (h) Sale of aviation fuels, or other fuel or lubricant products;

- (i) Any services associated with or resembling fixed-base operation services;
- (j) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
- (k) Automobile rental service;
- (l) 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, 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 50 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 aircraft upon the Premises and all personal property, equipment and fixtures directly related to and supporting the LESSEE's conduct of a CHO;
- (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 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 50, 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 to the Airport are maintained. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to LESSEE, but LESSEE shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional increased fuel costs, cycles on engines or any other expense attributable to the development, improvement, or maintenance on the Airport.

18. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. 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. The design shall meet the reasonable approval of the Director of Airports prior to construction beginning. 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.

19. 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. The statute of limitations on all such bonds shall be for a minimum of two (2) years from project completion.

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 28, 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.

20. CONSTRUCTION INSPECTIONS

LESSOR shall have the right at any reasonable time prior to the completion of the construction of 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.

21. 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.

22. 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 fixtures 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.

23. 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 permittees. 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 26, Assignment and Section 27, Subleasing, Permitting and Contracting. Upon

LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

24. TAXES, LICENSES AND PERMITS

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 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.

25. 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.

LESSEE shall design and install all utilities used by LESSEE subject to the express approval of the LESSOR prior to installation. All utilities, including but not limited to, electrical, gas, 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 22, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 18, 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.

26. 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.

27. 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 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.

28. 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, permittee or contractor of the LESSEE commensurate with the type of activity and associated risk levels. At a minimum, any 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) WORKERS' COMPENSATION

LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY

LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	\$1,000,000 Each Accident
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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) HANGARKEEPERS AND PREMISES LIABILITY COVERAGE

LESSEE shall maintain Hangarkeepers and Premises Liability Insurance. Minimum limits, as outlined herein, shall be:

Each Occurrence Limit	\$5,000,000
Annual Aggregate Limit	\$10,000,000

The Wichita Airport Authority and the City of Wichita shall be added as additional insureds for the Premises Liability only.

f) 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 32, 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.

29. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the Term of this Agreement, shall cause any facilities, structures, fixtures and improvements 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, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to replace, restore, rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 46. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE.

LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Failure to continuously maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement.

In lieu of insuring the Premises by LESSEE against the loss or damage by all risk coverage, LESSEE shall have the option to request that the facilities and improvements on the Premises be insured under LESSOR's blanket policy, and LESSEE agrees to pay its pro rata share of the premiums for the cost of the insurance, plus its prorata share of any deductible required to be paid by LESSOR under its blanket policy which is attributable to the Premises. The value of the facilities and improvements shall be reasonably determined by LESSOR.

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

30. 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.

31. 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.

32. 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.

33. 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 46, Damage or Destruction.

34. 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.
- (g) Connection of all utilities (except the primary electrical system) 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 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 tenable 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, airfield edge lighting system, and storm drainage systems on the Airport not within or upon the Premises. LESSOR shall be responsible for maintenance, repair and replacement of the primary electrical system on the Airport and 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.

35. 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 not:

- (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 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 \$500,000 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 Colonel James Jabara 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 nor be entitled to seek any damages from LESSOR 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 33, Termination By LESSEE.

41. 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.

42. 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.

43. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors and portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

44. 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 Exhibits A and B, 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 the Term of this Lease 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 (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

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

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls, 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 lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

45. INDEMNITY

To the extent allowed by law, LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, elected officials, 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.

To the extent allowed by law, LESSOR shall protect, defend and hold LESSEE, its officers, members, managers, 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.

46. 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 first 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 therefor at the fair market value.

47. CONDEMNATION

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

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

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

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event 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.

48. 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.

49. 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.

50. GENERAL PROVISIONS

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.

Brokerage Fees. The Authority will not permit brokerage fees representing the LESSEE for any Airport property or facilities. All brokerage fees shall be the responsibility of the LESSEE.

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 may 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 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 manager, member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

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

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

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

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

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

51. FORCE MAJEURE

Anything contained in this Agreement to the contrary notwithstanding, neither Party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement if non-performance shall be due to any "Act of God" or "Force Majeure" which terms are defined for purposes of this Agreement as strikes, lockouts, civil commotion, riots, material or labor restrictions by any governmental authority, explosions, earthquakes, fire, floods, catastrophic weather events, acts of the public enemy, wars, acts of terrorism, or insurrections. The occurrence of any Act of God or Force Majeure shall be excused for the period of the delay thus occasioned and the period for performance of any such acts shall be extended for a period equivalent to the period of such delay.

52. 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.

53. 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 provisions otherwise set out in this Agreement.

54. 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.

55. SURRENDER OF POSSESSION AND RESTORATION

The LESSEE, at the end of the Term, shall either turn over ownership of all equipment, systems, cabling, etc. installed by the LESSEE to the LESSOR or remove all equipment, systems, cabling, etc. and restore the Premises to a pre-installation condition, at the discretion of the LESSOR. All costs to accomplish either of these situations shall be at no cost to the LESSOR.

56. 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.

57. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

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

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

58. AMENDMENT

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.

59. 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:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

WICHITA AIR SERVICES, INC.

By _____
Title Director of Maint

By _____
Wichita Air Services, Inc.
Dan Weatherford, President
"LESSEE"

APPROVED AS TO FORM: Jennifer Magaña / jmg Date: 7-28-16
Jennifer Magaña,
City Attorney and Director of Law

61,693 sq.ft.

WICHITA AIR SERVICES

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/27/16	H.G.O.	1" = 50'	1 of 1

City of Wichita
City Council Meeting
August 16, 2016

TO: Wichita Airport Authority

SUBJECT: Terminal Demolition Project
Budget Initiation
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the initial project budget.

Background: The demolition and modifications of the remainder of the old terminal is included in the adopted 2016 – 2025 CIP under Facility Improvements. This project is the last major work in the terminal area and will allow full, unrestricted commercial airplane access to the new terminal, plus allow Airport staff space for building maintenance and airfield operations.

Analysis: The project will demolish all of the two-story structure that is above-ground on the site of the old terminal. The basement and a portion of the west end structure must remain for Airport utility, mechanical, and operational functions. Incidental to the demolition and renovation, paving, security, lighting and utility work is needed. Once design is complete, a follow-up request will be made to set the total budget.

Financial Considerations: The initial project budget of \$400,000 is requested to cover the design phase and other initial project costs. This program is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: The proposed action is within the statutory powers of the Wichita Airport Authority.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget.

Attachments: None.

City of Wichita
City Council Meeting
August 16, 2016

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3) Terminal Apron Phase IV-B
Budget Adjustment and Change Order No. 2
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment and the change order.

Background: The Terminal Apron Phase IV-B project, now underway, has demolished the airline gates, concourses, connecting structures, and airfield pavement around the old terminal and is constructing 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 with a sanitary sewer receiving station and a bulk glycol storage area adjacent to Gate 1. Part of this project was initiated by the WAA on June 21, 2011 as an element of the Air Capital Terminal 3 (ACT 3) program. The additional work was listed as separate projects in the 2015 Capital Improvement Program (CIP) and was initiated by the WAA on August 11, 2015 with a total budget of \$14,523,315. This project is included in the adopted 2016 – 2025 CIP under Facility Improvements.

Analysis: This budget increase is due to incorporation of an additional reimbursable agreement with the FAA to relocate FAA cables, placing additional pavement prior to the next phase of the remaining terminal demolition project for economies of scale using contract pricing and to reactivate a waste glycol storage system to expand the airplane deicing footprint. Change Order No. 2 covers these items and additional changes to unit priced items. The change order with Cornejo & Sons, LLC in the amount of \$516,513 represents a 4.5 percent increase over the original contract.

Financial Considerations: A budget increase of \$641,685 is requested, bringing the total initiated budget to \$15,165,000. This program is funded with Airport Improvement Program grants, Passenger Facility Charge collections, 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 change order as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget increase and Change Order No. 2 and authorize the necessary signatures.

Attachment: Change Order No. 2.

CHANGE ORDER # 2

Existing Terminal Demolition and Reconstruction of Terminal Apron – Phase 4B (Part 1) - Rebid
Wichita Dwight D. Eisenhower National Airport
City of Wichita Project No. 455-361-8 FAA AIP NO. 03-20-0088-0069
PEC No. 70X-14044-003

CHANGE ORDER

No. 2

Dated Tuesday, July 19, 2016

Owner's Project No. City of Wichita No. 455-361-8

Project: Existing Terminal Demolition and Reconstruction of Terminal Apron – Phase 4B (Part 1) - Rebid

Owner: The Wichita Airport Authority

Contractor: Cornejo and Sons, LLC. Contract Date: 07 August 2015

Contract For: (1.) Demolition of existing east and west terminal concourses and walkways to allow for aircraft movement; (2.) Removal and reconstruction of aircraft and vehicle pavement adjacent to the areas where buildings are being removed; (3.) Installation of a trench drain across the existing terminal apron for collection of stormwater runoff containing de-icing chemicals from de-icing aircraft away from the gate position; (4.) Installation of an oil-water separator between the trench drain and the glycol storage tank that was constructed as part of Apron Phase 3 reconstruction; (5.) Communication and Medium Voltage ductbank and cable re-routing to allow for demolition of the south portion of the terminal basement; (6.) Re-routing of FAA cable; (7.) Construction of a pre-cast concrete security wall and security fence; (8.) Ramp lighting; (9.) Construction of a new security fence around the ATCT; (10.) Construction of Airline Bulk Glycol Tank Storage and Ground Service Equipment Storage located on the former Hangar 20 site; (11.) Construction of an Airport Receiving Station with billing capabilities and pre-engineered metal building on the Former Hangar 20 site; (12.) All other work as indicated on the Drawings, and indicated within the Project Manual. Also included is all incidental, supplementary and associated work necessary to complete the improvements.

To: Cornejo and Sons, LLC., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

Jeff Longwell, President

Date: _____



Victor White, Director of Airports

Date: 8/3/16



Jennifer Magaña, Director of Law
Approved as to form

Date: 8-3-16

Attest

Date: _____

CHANGE ORDER # 2

**Existing Terminal Demolition and Reconstruction of Terminal Apron – Phase 4B (Part 1) - Rebid
Wichita Dwight D. Eisenhower National Airport
City of Wichita Project No. 455-361-8 FAA AIP NO. 03-20-0088-0069
PEC No. 70X-14044-003**

Nature of Change:

- 1] Underrun PCC Pavement (8" Plain) and Reinforced Aggregate Base (6") on north side of GSE Area due to Terminal Apron Building Security Fence Relocation 3 feet to the south. The credit for this change is \$(6,877.75). There shall be no change in contract time due to this change.
- 2] Install additional 7-Cell Sumitomo Air-Blown Fiber Tube Bundle between Communication Manhole CMH-619 to the East Data Center Room B-15. The cost for this change is \$4,140.00. There is no change in contract time due to this change.
- 3] Eliminate Guardrail between Gate C and the existing electrical panel, add Guardrail between Pedestrian Gate (Turnstile) and Passenger Boarding Bridge 1 (Gate 1), and add Guardrail between Gate C and the fence corner near the WAA Safety Building at the GSE Ramp. The cost for this change is \$2,560.00. There shall be no change in contract time due to this change.
- 4] Eliminate the Screen Wall and irrigation system repairs at the west end of the old Terminal Building as shown on plan sheets CP101, CP106, & SB502. The credit for the change is \$(111,750.00). There shall be no change in contract time due to the change.
- 5] Add two 25'x25' PCC pavement panels at the razed east concourse Gate 4 Trench Drain, five 25'x25' PCC pavement panels near the razed easts concourse Gate 5 jet bridge footing, one 25'x25' PCC pavement panel near the razed west concourse Gate 7 Trench Drain, and one 25'x25' PCC pavement panel near the razed west concourse Gate 2 Trench Drain. The cost for this change is \$106,272.97. There shall be no change in contract time due to the change.
- 6] Adjust the pavement marking quantities to confirm with the modified pavement marking plan. The cost for this change is \$6,185.16. There shall be no change in contract time due to the change.
- 7] Under Run old Terminal Building West Exterior Lighting. The credit for this change is \$(10,105.77). There shall be no change in contract time due to the change.
- 8] Remove Vehicle Ramp Light Pole Base. The cost for this change is \$725.00. There shall be no change in contract time due to the change.
- 9] Underrun the FAA 6-ST MMFO Cable in its entirety. The credit for this change is \$(5,640.00). There shall be no change in contract time due to the change.
- 10] Modify requirement for 2-ST SMFO backbone cable serving RVR equipment, fusion splice 12-ST Air Blown SMFO W-11 to W-11E [12-ST SMFO] and W-12 to W-12E [Two 12-ST SMFO] in East Data Center Room B-15, provide two (2) additional Gigabit Interface Converters (GBICs), and omit PoE Network Switch. The cost for this change is \$2,665.50. There shall be no change in contract time due to the change.
- 11] Expand the work are to provide additional PCC pavement behind the west end on the old Terminal Building. The cost for this change is \$251,301.26. Thirty (30) additional calendar days are to be added to each of the contract times for Substantial Completion for the entire project (excluding the GSE Ramp work) and for Final Acceptance for the entire project (excluding the GSE Ramp work).
- 12] Reconnect existing waste glycol lift station to the new oil water separator and salvaged control panel. The cost for this change is \$188,103.16. Ten (10) additional calendar days are to be added to each of the contract

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times for Substantial Completion for the entire project (excluding the GSE Ramp work) and for Final Acceptance for the entire project (excluding the GSE Ramp work).

- 13] Remove Concrete Encased Electrical Ductbank EDB-517 and EDB-182 and two (2) Electrical Manholes originally identified to remain along the west side of the East Concourse. The cost for this change is \$11,548.00. There is no change in contract time due to this change.
- 14] Construct vehicle access to the basement of the old Terminal Building through the Center Ramp near the Chiller Room while the Vehicle Ramp is closed. The cost for this change is \$1,142.06. There shall be no change in contract time due to the change.
- 15] Provide two 2-ST SMFO Jumper/Patch Cables for Fire Alarm Service to complete the pathway. The cost for this change is \$1,412.40. There shall be no change in contract time due to the change.
- 16] Hanger 20 Contaminated Soil Sampling. The cost for this change is \$1,339.25. There shall be no change in contract time due to the change.
- 17] Repair Vehicle Ramp Wall Crack. The cost for this change is \$1,760.00. There shall be no change in contract time due to the change.
- 18] Add Traffic Control Phase 2D for Gates 10 & 11 Passenger Boarding Bridge Installation. The cost for this change is \$5,512.69. There shall be three (3) calendar days added to the contract for the Entire Project Substantial Completion and Final Acceptance due to this change.
- 19] Replace existing SWS Manhole Top. The cost for this change is \$9,480.00. There shall be no change in contract time due to the change.
- 20] Provide cable racks in Communication Manhole CMH-88. The cost for this change is \$2,324.30. There shall be no change in contract time due to the change.
- 21] Add Contract Time as a result of what was determined to be abnormal inclement weather for the 2nd Quarter of 2016 (April, May, June). There shall be no change in cost due to this change. There shall be three (3) calendar days added to the contract time to Re-Open the Vehicle Ramp and seven (7) calendar days added to the contract for the Entire Project Substantial Completion and Final Acceptance due to this change.
- 22] Protect the existing FAA communication cables in Communication Ductbank CDB-076 and Communication Manhole CMHJ-88 until the new cables have been installed and put in service in new Communication Ductbank CDB-625. The cost for this change is \$3,090.38. There shall be no change in contract time due to the change.
- 23] Increase the lime application rate from 3% to 4% for the lime treated subgrade. The cost of this change is \$35,595.00. There shall be no change in contract time due to this change.
- 24] Increase the PCC Pavement removal quantity to include the pavement beneath the 2nd Floor of the Old Terminal Building for the east and west concourses. The cost of this change is \$15,729.00. There shall be no change in contract time due to this change.

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PEC No. 70X-14044-003**

Contract Amount Summary:

Total Contract Price FAA AIP Grant No. 3-20-0088-069 Prior to This Change Order \$ 10,423,745.09
Total Contract Price FAA AIP Grant No. 3-20-0088-069 Net Change Resulting from this Change Order \$ 276,806.49
Total Contract Price FAA AIP Grant No. 3-20-0088-069 Contract Price Including this Change Order \$ 10,700,551.58

Contract Amount Summary:

Total FAA Non-Participating Contract Price Prior to This Change Order \$ 1,076,555.74
Total FAA Non-Participating Net Change Resulting from this Change Order \$ 239,706.12
Total FAA Non-Participating Contract Price Including this Change Order \$ 1,316,261.86

Contract Amount Summary:

Total Contract Price Prior to This Change Order \$ 11,500,300.83
Total Net Change Resulting from this Change Order \$ 516,512.61
Total Contract Price Including this Change Order \$ 12,016,813.44

Contract Time Summary:

GSE RAMP (INCLUDING THE AIRPORT RECEIVING STATION AND BUILDING)

Substantial Completion Contract Time Prior to this Change Order 107 Calendar Days
Substantial Completion net change resulting from this Change Order 0 Calendar Days
Substantial Completion Contract Time including this Change Order 107 Calendar Days

Final Acceptance Contract Time Prior to this Change Order 112 Calendar Days
Final Acceptance net increase resulting from this Change Order 0 Calendar Days
Final Completion Contract Time including this Change Order 112 Calendar Days

ENTIRE PROJECT (EXCLUDING THE GSE RAMP WORK)

Substantial Completion Contract Time Prior to this Change Order 365 Calendar Days
Substantial Completion net change resulting from this Change Order 50 Calendar Days
Substantial Completion Contract Time including this Change Order 415 Calendar Days

Final Acceptance Contract Time Prior to this Change Order 375 Calendar Days
Final Acceptance net increase resulting from this Change Order 50 Calendar Days
Final Completion Contract Time including this Change Order 425 Calendar Days

RE-OPEN THE EXISTING VEHICLE RAMP INTO THE BASEMENT

Contract Time Prior to this Change Order 40 Calendar Days
Net change resulting from this Change Order 3 Calendar Days
Contract Time including this Change Order 43 Calendar Days

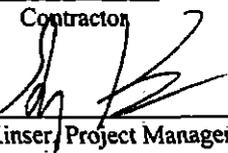
The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

By: 
Bradley J. Edmundson, Project Manager
Date: 29 JULY 2016

The Above Changes Are Accepted:

Comejo & Sons, LLC

Contractor
By: 
Greg Kinser, Project Manager
Date: 07-25-2016